INKSTER CITY COUNCIL

Monday December 2, 2024
26215 Trowbridge, Inkster, MI 48141
(313) 563-9770
www.cityofinkster.com

Mayor – Byron H. Nolen
Mayor Pro Tem – Steven Chisholm, District IV

Council Members
Felicia Rutledge, District I
Freddie Bishop III, District II
Lindsay Scott, District III
Kim Howard, District V
DeArtriss Richardson, District VI

GEORGINA HOLLIDAY
CITY CLERK

DARIN CARRINGTON
TREASURER

TODD PERKINS
CITY ATTORNEY

The council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor.

Monday December 2, 2024
Orientation Session – 6:00 PM
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order
   A. Prayer
   B. Pledge of Allegiance
   C. Roll Call
   D. Closed Session
      Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

2. Approval of Agenda

3. Presentations/Introduction of Guests/Announcements

4. Public Hearing
   None

5. Consent Agenda

   A. Approval of the November 18, 2024 meeting minutes.

6. Boards and Commissions
   None

7. Ordinances
   None

   1st Reading
   None

   2nd Reading
   None

8. New Business

A. Discussion/Action: (Jerome Bivins, DPS Director/Darin Carrington, Treasurer): **The Administration is requesting approval for the City to enter into an agreement for the purchase and installation of a new water meter system. This proposed purchase will replace the meters for all of the City's residential and commercial customers at an estimated total cost of approximately $6.1 million.**

Due to a number of operational challenges, the City has decided that it is best to completely replace the current system. These challenges include no access to replacement meters for the current system and performance issues with the current aging meters.

The Administration received and reviewed three proposals for this project. After careful review, the Administration has selected the proposal from EJ Prescott, Inc. This proposal involves purchasing meters manufactured by Kamstrup and installation will be done by Hydrocorp.

In order to fund this project, the City will be using part of the proceeds from the Series 2024 Bonds that City Council recently approved. The Bond transaction is expected to close in mid-December and the proceeds will be received by the City at that time.

Public Participation (limit to 3 minutes)

9. City Clerk

10. City Treasurer

11. Mayor and Council Communication

12. Closed Session
    Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

13. Adjournment

November 18, 2024

Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, was held on November 18, 2024, in compliance with the Open Meetings Act.

Prior to the Regular Council Meeting: City Council members discussed: The Agenda.

Moved by Mayor Pro Tem Chisholm and Seconded by Councilwoman Scott to enter into closed session @6:20pm.

ROLL CALL VOTE:

Councilmember Howard	**Yea**	**Councilmember Scott**	**Yea**
Councilmember Rutledge	**Yea**	**Councilmember Bishop**	**Yea**
Councilmember Richardson	**Yea**		
Councilmember Chisholm	**Yea**		

Call Meeting to Order

Mayor Byron Nolen called the meeting to order at 7:00pm

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Officer Tavan Hall

Roll Call

Mayor Nolen	Present (Inkster, MI.)
Mayor Pro-Tem Chisholm	Present (Inkster, MI.)
Councilwoman Rutledge	Present (Inkster, MI.)
Councilman Bishop, II	Present (Inkster, MI.)
Councilwoman Scott	Present (Inkster, MI.)
Councilman Howard	Present (Inkster, MI)
Councilman Richardson	Present (Inkster, MI)

Approval of Agenda

Moved by Councilwoman Rutledge and Seconded by councilwoman Howard to approve the agenda for November 18, 2024.-motion carried
Resolution #11-24-262GH

Presentations/Discussion

Inkster's Guide to Planning and Development-A.C. Williams
Veteran's Stand Down-Appreciation to the City for a Special Appreciation for 86 Veterans-Katrina Von

Public Hearings

- None

Consent Agenda

A. Approval of the November 18, 2024, Regular City Council Meeting Minutes.

Moved by Councilwoman Rutledge, Seconded by Councilwoman Scott-motion carried
Resolution #11-24-263GH

Boards and Commission

A. None

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action (Derek Dowdell, Community Development Director) Consider approval to purchase nine (9) vacant parcels (Case #LD24-46) The parcel IDs are: **(Irene)44009020228000; 44009020198000;440090201955300;(Dartmouth)44023010288001; 44023010288002; 44023010290001; 44023010288002; 440223010290001; (Phipps) 44021010113001; 440211010113002; 440211010115000. For $12,000. Please see Wayne County Public Records)**

Moved by Councilwoman Rutledge and Seconded by Councilman Bishop to approve to purchase nine (9) vacant parcels (Case #LD24-46) The parcel IDs are: **(Irene)44009020228000; 44009020198000;440090201955300;(Dartmouth)44023010288001; 44023010288002; 44023010290001; 44023010288002; 440223010290001; (Phipps) 44021010113001; 440211010113002; 440211010115000. Please see Wayne County Public Records- Motion carried**
Resolution #11-24-264GH

B. Discussion/Action (Tamika Jenkins, Interim Police Chief) Consider approval to Adopt Ratified Tentative Agreement between the City of Inkster and COAM

Moved by Mayor Pro Tem Chisholm and Seconded by Councilwoman Richardson to approve and Adopt Ratified Tentative Agreement between the City of Inkster and COAM-motion carried
Resolution #11-24-265GH

C. Discussion/Action (Tamika Jenkins, Interim Police Chief) Consider approval to Adopt Ratified Tentative Agreement between the City of Inkster Teamsters

Moved by Councilwoman Scott and Seconded by Councilwoman Rutledge to approve and Adopt Ratified Tentative Agreement between the City of Inkster and Teamsters-motion carried

Resolution #11-24-266GH

Public Participation

- ✓ **Jerome Bivins, DPS Director- DPS closed November 25th until the following Monday**
- ✓ **Lisa B, Comm Directors-Ring camera, Goodfellows applications, November Newsletter, hosting Little Caesars Pizza Fundraiser Meal Deal Code, accepting applications for Shop with a Cop deadline 11/22 need everyone to donate all depts to join in December 13th at 5:00pm Toys for Tots Dropoff 12/9**
- ✓ **Barbara Cooper-Goodfellows, adds for newspaper Dec 6th and 7th, Dec. 20th Giveaway, We Rise-Friday kids serving Seniors 6-9, no child without a Christmas**
- ✓ **Dr. Shetina M. Jones-Community Dec. 7th at Booker Dozier 11a-1p IPD, INKSTER TASK FORCE, AIA and SMITH CHAPEL**
- ✓ **Kim Law-Middlebelt between Cherryhill and Avondale towards Michigan Avenue concerning land on Lehigh and Inkster Rd over run for 2 years, Mr. Bivins will look into it, water filters is lead in the pipes, sidewalks some are fixed and some are not.**
- ✓ **Charles Blackwell-If incompetent Inkster City Council Member Felicia Rutledge cannot withstand public scrutiny, then she should immediately resign public office. Furthermore, Inkster residents should be aware that Mayor Byron Nolen is using the Mayor's office for personal gain just like Patrick Wimberly was doing.**

- ✓ **City Clerk-While the City remains in litigation on the issue of public comment, I have been advised by our legal department that a stay has been entered stopping the effect of the Preliminary Injunction, pending the outcome of the appeal. Consistent with the ordinance, which is in force, the emailed public comment has been delivered to City Council members and the Mayor and will be permanent part of this record and attached to the minutes.**

City Clerk-elections are done, and I want to Thank everyone that was apart of the process

City Treasurer- no comment

Mayor and Council

- **Mayor Pro Tem Chisholm-11/25 Joint Annual Meeting at 6:30 at Booker Dozier, Funkateers going viral again**
- **Mayor Nolen – Congratulated Clerks office and election employee's day. Congratulations to President elect, attended cat show says it was a couple hundred cats there all breeds, Turkey drive on 11/25 at 5:30p Free Turkeys first come first serve.**
- **Councilwoman Rutledge-no comment**
- **Councilwoman Scott-no comment**
- **Councilwoman Howard-no comment**
- **Councilwoman Richardson-no comment**
- **Councilman Bishop-No comment**

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made.

by Councilmember Bishop, Seconded by Councilmember Howard and carried, to conclude the Regular City Council meeting of Monday, November 18, 2024, at 7:31pm

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: November 26, 2024**

From: Jerome Bivins, DPS Director **Date for Council's Consideration: December 2, 2024**
Darin Carrington, Treasurer

ACTION REQUESTED: The Administration is requesting approval for the City to enter into an agreement for the purchase and installation of a new water meter system. This proposed purchase will replace the meters for all of the City's residential and commercial customers at an estimated total cost of approximately $6.1 million.

Due to a number of operational challenges, the City has decided that it is best to completely replace the current system. These challenges include no access to replacement meters for the current system and performance issues with the current aging meters.

The Administration received and reviewed three proposals for this project. After careful review, the Administration has selected the proposal from EJ Prescott, Inc. This proposal involves purchasing meters manufactured by Kamstrup and installation will be done by Hydrocorp.

In order to fund this project, the City will be using part of the proceeds from the Series 2024 Bonds that City Council recently approved. The Bond transaction is expected to close in mid-December and the proceeds will be received by the City at that time.

Current Action ___X___ Emergency _____ Future _____

Funds Budgeted: If Yes____ Account #_____ No ____ N/A ___

Mayor 's Approval _____

BACKGROUND:

The City's current water meter system was installed around September of 2011. It is an Advanced Metering Infrastructure (AMI) system. This system has been in place now for approximately 12 years and has failed to perform in accordance with AWWA standards or the City's expectations. Additionally, the manufacturer is unable to provide us with any new water meters which means new customers have not been able to receive meters.

The Administration is proposing to replace all of the current water meters with a new system that would be used by all of the system's customer accounts. These new meters are manufactured by Kamstrup and will be purchased by the City from EJ Prescott. Additionally, installation of the meters will be included in the contract and will be done by Hydrocorp.

SCOPE OF SERVICES:

To purchase and install new water meters to replace all customer accounts with new meters.

JUSTIFICATION:

The current system is experiencing a number of operational issues. These issues have created a number of challenges for the City including being able to accurately track water usage across the entire system. As a result of this, the City is experiencing a water loss of over 35%. This means that a significant portion of the water that is purchased from GLWA does not get billed and/or collected. This leads to a significant loss of revenue for the system and causes increased rates. With the new system, the City will be able to more accurately bill customers and generate more revenue.

PROJECT IMPROVEMENTS:

Replace the current water meter system with a new water meter system. This new system will help improve billing accuracy and decrease the amount of water loss.

COSTS:

The total cost of the proposed project is $6,111,137. This includes the purchase of new meters and installation of the meters with customers.

PROJECTED TIME TABLE:

Manufacturing of the meters will begin once the order has been placed and will take about 6 – 8 weeks for meters to be produce. Installation of new meters is projected to begin in Spring of 2025 and will take approximately 12 months.

RESOLUTION:

The Administration is hereby authorized to enter into the proposed contract with EJ Prescott for the purchase and installation of a new water meter system.

Resolved by _____ Seconded by _____

Yes:
No:
Absent:

WATER METER SUPPLY AND INSTALLATION AGREEMENT

This Agreement ("Agreement") is entered into as of [Insert Date], by and between:

Everett J. Prescott, Inc., a Maine corporation with its principal office at 32 Prescott Street, Gardiner, Maine 04345 ("Supplier"), and the **City of Inkster**, a Michigan municipality with its principal office at 26215 Trowbridge, Inkster, MI 48141 ("Customer").

WHEREAS, the Supplier agrees to provide water meters and sub-contract installation services to **Hydocorp** with corporate office located at 5700 Crooks Road Ste 100, Troy, Michigan 48098 ("Subcontractor"); **AND WHEREAS**, the Customer agrees to purchase the water meters and installation services as outlined in this Agreement; **NOW, THEREFORE**, the parties agree as follows:

---

1. **Scope of Work**
   - **1.1.** The Supplier shall supply and install water meters as described in **Exhibit A** ("EJP PROPOSAL").
     - **1.1.1.** The CUSTOMER shall verify all quantities before executing the agreement.
   - **1.2.** Installation services shall include [briefly describe scope: e.g., meter installation, calibration, testing, etc.]. **Exhibit B** ("Installation Scope")
   - **1.3.** All work shall comply with [specific industry standards, if applicable].

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2. **Delivery and Installation Schedule**
   - **2.1.** The Supplier shall deliver the Products to the Customer at [Delivery Location]. The customer will complete the unloading of the material.
   - **2.2.** Customer shall provide storage for material needed to complete the project.
   - **2.3.** Installation shall be completed by [Completion Date]

---

3. **Price and Payment Terms**
   - **3.1.** The total contract price is $6,111,137 ("Contract Price"), detailed in **Exhibit A**
   - **3.2.** Payment terms are **Net 30 Days** from the invoice issuance date.
   - **3.3.** The Supplier shall issue invoices upon:
     - Delivery of Products
     - Monthly completion of installation and acceptance testing
   - **3.4** Late payments shall incur interest at 1.5% per month, not to exceed legal limits.

---

4. **Warranties**
   - **4.1** The Supplier warrants that:
     - All Products are free from defects in material and workmanship as outlined in **Exhibit C** ("Kamstrup Terms and Conditions")
     - Installation services will be performed in a professional and workmanlike manner.

4.2 The Supplier shall repair or replace defective Products within 30 days of notification, at no additional cost to the Customer.

---

5. Liability and Indemnification

5.1 The Supplier shall indemnify the Customer against claims arising from:

- Supplier's negligence during installation.
- Defects in the Products.

5.2 The Customer shall indemnify the Supplier against claims arising from the Customer's improper use of the Products.

---

6. Termination

6.1 Either party may terminate this Agreement with written notice if the other party:

- Breaches a material term and fails to remedy the breach within [Cure Period, e.g., 30 days].
- Becomes insolvent or files for bankruptcy.

6.2 Upon termination, the Supplier shall cease all work, and Customer shall pay for completed services and delivered Products.

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7. General Provisions

7.1 Force Majeure: Neither party shall be liable for delays caused by events beyond their reasonable control.

7.2 Governing Law: This Agreement shall be governed by the laws of Maine.

7.3 Entire Agreement: This Agreement constitutes the entire agreement and supersedes all prior communications.

7.4 Amendments: Amendments must be in writing and signed by both parties.

7.5 Notices: Notices shall be sent to the parties at the above addresses.

IN WITNESS of this, the parties have executed this Agreement as of the date first written above.

SUPPLIER – EVERETT J. PRESCOTT, INC

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER – CITY OF INKSTER, MICHIGAN

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A: EJP PROPOSAL

Exhibit B: Installation Scope

Exhibit C: Kamstrup Terms and Conditions

EXHIBIT A

Created Date: 7/31/2024
Expiration Date: 90 Days

Prepared for
End User: Inkster, MI

Attention: Carrie Loya-Smallie
Phone:
Email:

Address:

Sales Rep: James Graves
Phone:
Email: james.graves@eljprescott.com

Address:

Comments and considerations

Should you have any questions, please do not hesitate to contact James Graves.

Quote line items

Group 1:	Small and Large Meters				
Ref #	**Part #**	**Description**	**Quantity**	**Unit Price**	**Line Total**
		FlowIQ 2200 ALD 5/8x1/2	100	$332.00	$33,200.00
		FlowIQ 2200 ALD 5/8x3/4	9000	$340.00	$3,060,000.00
		FlowIQ 2200 ALD 3/4	100	$436.00	$43,600.00
		FlowIQ 2200 ALD 1" Stainless Steel	500	$468.00	$234,000.00
		1-1/2" Flow IQ3200 13" Lay Length	150	$1,040.00	$156,000.00
		2" Flow IQ3200 17" Lay Length	75	$1,208.00	$90,600.00
		3" Flow IQ3200 12" Lay Length	25	$2,000.00	$50,000.00
		4" Flow IQ3200 14" Lay Length	15	$2,336.00	$35,040.00
		6" Flow IQ4200 14" Lay Length	5	$5,000.00	$25,000.00
		Reading Hardware			
		Kamstrup AMI Collector Set	1	$11,386.76	$11,386.76
		Installation Kamstrup AMI Collector Set*	1	$14,000.00	$14,000.00
		READy Advanced Converter Kit	1	$2,004.55	$2,004.55
		Case with 2 converters, 2 whip antenna,			
		2 wall chargers, 2 micro USB cables			
		USB Optical Head	1	$705.42	$705.42
		READy AMI System Start-up <10,000	1	$3,300.01	$3,300.01
		READy Software Setup <10,000 Meters (one time fee)	1	$22,522.34	$22,522.34
		READy Manager Annual Hosting Fee	1	$18,363.75	$18,363.75
		Leak Detector Start-UP	1	$1,918.89	$1,918.89
		Leak Detector Annual Subscription <10,000	1	$38,686.25	$38,686.25
		Notifications Annual Subscription <10,000	1	$921.25	$921.25
		Installation			
		Project Management	1	$85,000.00	$85,000.00
		Installation FlowIQ 2200 ALD 5/8x1/2	100	$205.88	$20,588.24
		Installation FlowIQ 2200 ALD 5/8x3/4	9000	$205.88	$1,852,941.18
		Installation FlowIQ 2200 ALD 3/4	100	$205.88	$20,588.24
		Installation FlowIQ 2200 ALD 1" Stainless Steel	500	$205.88	$102,941.18
		Installation 1-1/2" Flow IQ3200 13" Lay Length	150	$558.82	$83,823.53
		Installation 2" Flow IQ3200 17" Lay Length	75	$558.82	$41,911.76
		Installation 3" Flow IQ3200 12" Lay Length	25	$1,176.47	$29,411.76
		Installation 4" Flow IQ3200 14" Lay Length	15	$3,294.12	$49,411.76
		Installation 6" Flow IQ4200 14" Lay Length	5	$3,294.12	$16,470.59
		*estimated Installation cost before discovery meeting			
				TOTAL	$6,111,137.45

EXHIBIT B

WATER METER INSTALLATION
PROPOSAL PROVIDED FOR:

Inkster
Discover. Grow. Unite.

HYDROCORP
THE SAFE WATER AUTHORITY

Cross-Connection Control / Backflow Prevention

Water Meter Change Out & Installation Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance / Documentation

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 39 years, HydroCorp® has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

CORPORATE OFFICE:

5700 CROOKS ROAD STE 100
TROY MI 48098
800.315.4305 TOLL FREE
hydrocorpinc.com

PROJECT CONSULTANT:

Chris Johnson
Cell: 248.930.3564
Email: cjohnson@hydrocorpinc.com

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1. Qualifications

1.1. Company Overview/Experience/References

- Founded in 1983 and incorporated in 1988. HydroCorp core services are Municipal Water System Cross-Connection Control Program Management, Onsite Cross-Connection Hazard Surveys/Inspections and Water Meter Replacement Labor and Administrative Services. The firm has grown from two employees to a staff of over 85 full time associates in multiple states. We still have our first customer!

- HydroCorp maintains ongoing contracts for Cross-Connection Control Program management and Inspections for over 400 Public Water Systems in five states.

- In 2014, HydroCorp was requested by an existing Municipal Client to assist in replacement of water meters during the same site visit as the Cross-Connection Inspections being performed by HydroCorp. Over time and by additional client requests for meter replacement services, HydroCorp now employs over 25 full-time professionals assigned to Water Meter Replacement projects and water customer care communications.

- HydroCorp has replaced over 75,000 water meters within 52 midwestern public water systems.

- HydroCorp currently monitors cross-connections/backflow prevention of 626,000 facilities.

- HydroCorp annually performs approximately 75,500 onsite cross-connection survey/inspections.

- HydroCorp monitors 910,000 Backflow Preventers at services connected to public water supplies.

- HydroCorp manages the discovery, correction and elimination of over 49,900 cross-connections, annually.

PROTECTING WATER.
PROTECTING PEOPLE.

- **Experience And References**

  - Monona, WI from 1.1.21 – 7.31.21 installation of 2,700 Badger water meters and the scope of work included onsite Cross Connection Control surveys during meter replacement.

    Contact- Dan Stephany DPW Director dstephany@ci.monona.wi.us 608-222-2525

  - Prescott, WI from 3.1.16-12.30.16 installation of 1,750 Kamstrup water meters and the scope of work included Cross Connection Control surveys during meter replacement.

    Contact- Jayne Brand City Administrator jbrand@prescottcity.org 715-262-5544

  - Chetek, WI from 3.1.17-12.30.17 installation of 1,126 Kamstrup water meters and the scope of work included Cross Connection Control surveys during meter replacement.

    Contact- Dan Knapp Director of Public Works dknapp@cityofchetek-wi.gov 715-924-4236

  - Weston, WI from 11.1.17-6.30.18 installation of 2,800 Sensus water meters and the scope of work included Cross Connection Control surveys during meter replacement.

    Contact- Keith Donner Public Work Director kdonner@westonwi.gov 715-241-2606

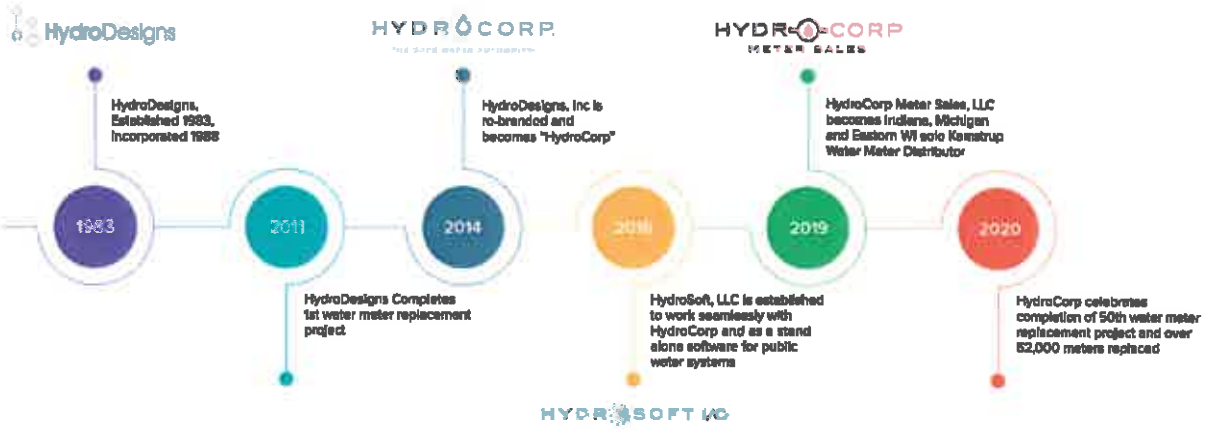
  - Seymour, WI from 7.1.18-12.31.18 installation of 1,014 Kamstrup water meters and the scope of work included Cross Connection Control surveys during meter replacement.

    Contact: John Schoen Director of Public Works jschoen@seymourutil.com 920-833-2397

  - Eden Prairie MN from 3.1.22-Current installation of 17,000+ Badger water meters.

    Contact: Rick Wahlen Manager of Utility Operations rwahlen@edenprairie.org 952-949-8530

  - Sault Ste Marie MI from 01.03.22 – 07.30.22 installation of 4,800+ Kamstrup AMI water meters sizes 5/8" thru 6".
    Contact: Kirk Tews Water Director ktews@saultcity.com 906-632-8981



2. Technical Proposal

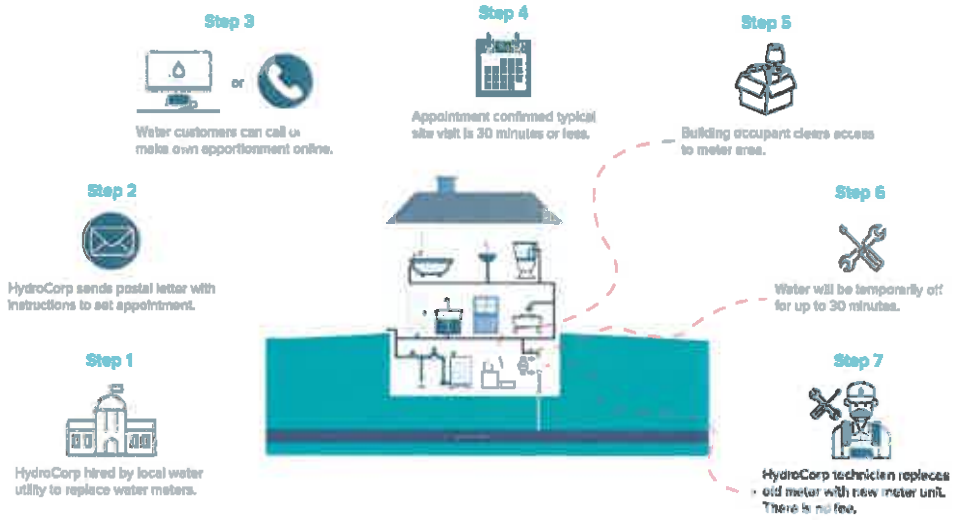
2.1. Water Customer Engagement, Technician Protocols, Data Management/Reporting

Summary
The foundation of this project will be water customer service, successful field work and cloud-based, real-time data management. HydroCorp utilizes HydroSoft I/O for all field data, administrative and notification processes.

Water Customer Notification Process:
Postal notifications/letters are customizable and draft versions are presented for approval to City prior to actual mailing of notices.

Each postal notification indicates a unique nine-character reference code that is specific to the account or water customer. This allows the customers to access the HydroSoft I/O online scheduling portal and ensures appointments are set for specific customers or addresses. This unique reference code populates the customer information when input, which ensures and mitigates human error when scheduling. Examples of this would be transposed, missing and/or too many numbers within addresses house/business number or deviations between Dr., Cir., Ct., St., etc.

City administrative access is available to all necessary project parties. These can be created for specific individuals, departments, or projects. HydroCorp provides a demonstration of the City Online- Portal as well as a user guide with step-by-step processes, capabilities, and limitations. User access is available through our website, which can be accessed by any device with internet connections/access.



Water Customer Notification (Continued)

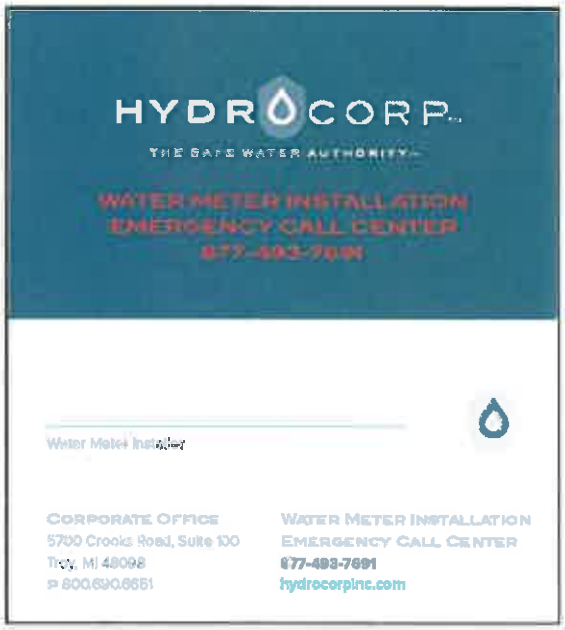
Customer notifications through HydroSoft I/O, can be delivered to each customer in (2) three different forms; postal or email notifications are available if included with the provided customer data obtained from the utility/billing software. These different forms of notifications are queued based on specific intervals typically set at (14) fourteen days. Thus, (14) fourteen days from the first notices, second notices will automatically be available for distribution (same with second to third when applicable).

Water Customer Service:
HydroCorp has a full-time staff of dedicated Customer Service Representatives (CSR), who are trained and well versed, in the water meter and cross-connection control industry. This allows for rapid responses, top-notch customer/contractor interactions, and a seamless process from receipt of scheduling notice, to completed installation and anything thereafter, that the customer may need. This support phone number and hours of operation are listed within each customer notice. An online live-chat feature will also be available during business hours.

HydroCorp Field Technicians will provide each customer with a toll-free emergency business card. This card contains the phone number to our 24/7 emergency call center. The emergency call center will contact project personnel to resolve any customer issue, concern, question, or leak, after installation, that is a

result of HydroCorp's workmanship. HydroCorp's response to any call or any item, is well within the 24hr response time, between first report and resolution.

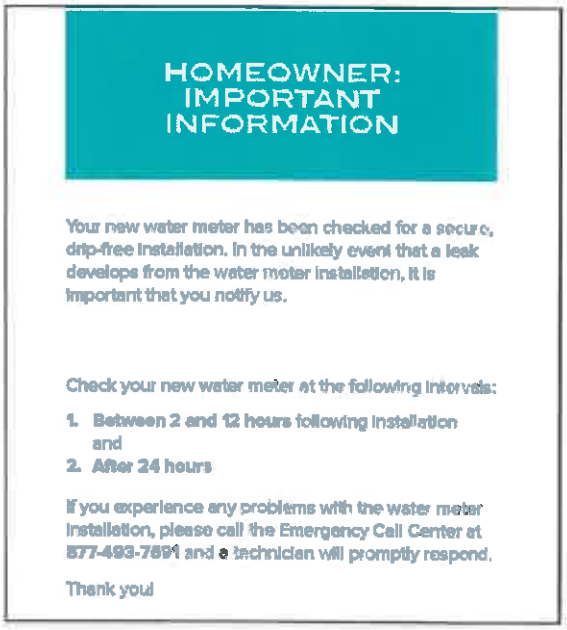
Water Customer Emergency Situation Card – Provided by HydroCorp Meter Technician:


HYDROCORP
THE SAFE WATER AUTHORITY
WATER METER INSTALLATION
EMERGENCY CALL CENTER
877-493-7691

Water Meter Installer

CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
P 800.690.6651

WATER METER INSTALLATION
EMERGENCY CALL CENTER
877-493-7691
hydrocorpinc.com


HOMEOWNER:
IMPORTANT
INFORMATION

Your new water meter has been checked for a secure, drip-free installation. In the unlikely event that a leak develops from the water meter installation, it is important that you notify us.

Check your new water meter at the following intervals:

1. Between 2 and 12 hours following installation and
2. After 24 hours

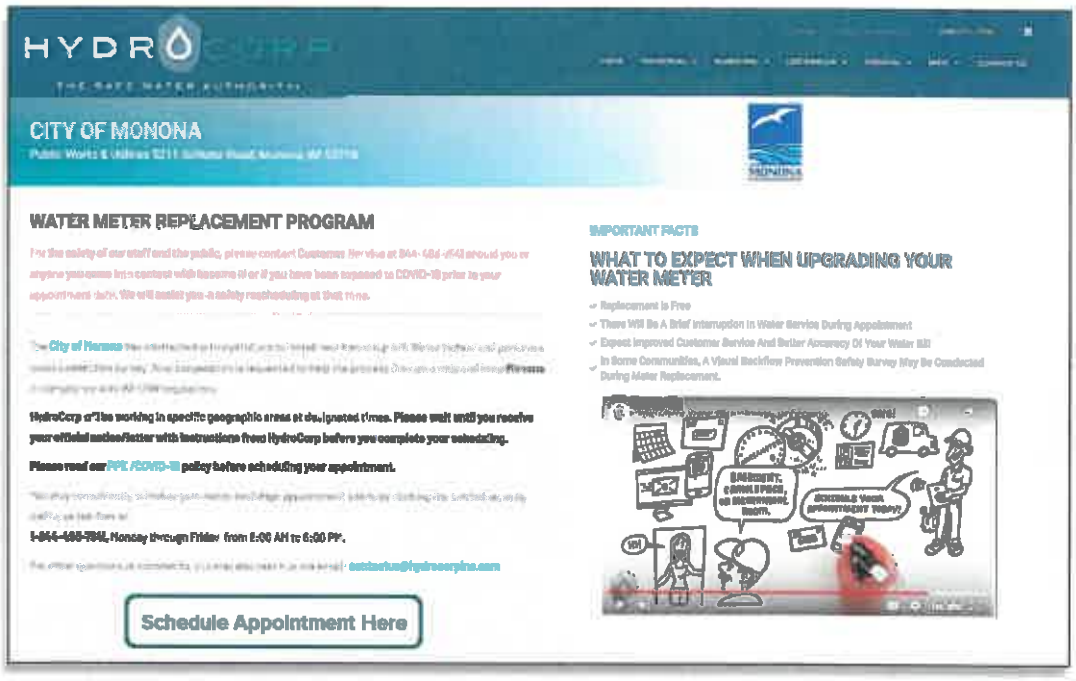
If you experience any problems with the water meter installation, please call the Emergency Call Center at 877-493-7691 and a technician will promptly respond.

Thank you!

Water Customer Self-Serve Appointment / Public Awareness Website (Included)

HydroCorp will devise and host a dedicated web page (at no extra charge) for water customers to set their own appointments, view detailed information and educational videos related to the project.

Example Public Awareness/Appointment Web Page included with scope of work:



Meter Technician Protocols:
HydroCorp staff is fully uniformed and possesses HydroCorp ID cards on their person.

- HydroCorp ***highly recommends*** the Utility issue contractor badges to HydroCorp employees, listing HydroCorp and installer name as an approved contractor for the City meter installation project. This also helps to mitigate and alleviate customer skepticism and phone calls to the City.

- HydroCorp will provide a link on the appointment site describing its COVID-19 preparedness and response plan, its Personal Protective Equipment (PPE) policy, and description of a Coronavirus safety practices while performing a water meter replacement. Example plan: *www.hydrocorpinc.com/covid-19*

HydroCorp's standard practice is to pick up and return new and old meters and materials daily. This is always from a designated location provided by various entities. All material is then logged and identified with our check-in / check-out process. This ensures project material is present while identifying items for procurement.

Data Management/Reporting

Utilizing HydroCorp's proprietary software HydroSoft I/O and in-field tablet computers, HydroCorp Meter Technicians will record all required information specified within the request for proposal.

HydroCorp captures a minimum of 4 – 7 photos per account/installation. The photos can include any of the following in the specified order; 1) Old meter setting found before installation 2) Old meter serial number, 3) Old meter reading, 4) New meter # and transmitter, 5) New meter setting after installation, 6) Confirmation of activation – photo of activation screen, fob, new meter register, or any device utilized for activation, 7) House, apartment, or business address. Alternate photos can be taken in place of any of the mentioned photos above.

Data Security

HydroSoft I/O staff follow industry standards for database and system maintenance. Virtual machine hardware is maintained and serviced by Microsoft Azure. All users will log on through the HydroSoft I/O portal at portal.hydrosoft.io.

Sample Reporting

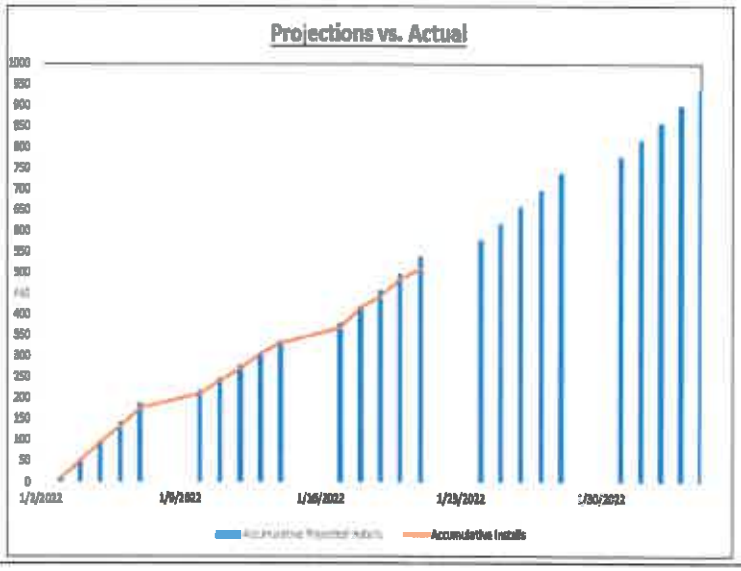
Summary of Account Statuses by Route

Route Number	Installed	Scheduled	Unscheduled	Non Responsive	Issue Accounts	Delayed	Hydro Follow Ups	Route Total	Route Completion %
1	0	2	580	0	0	0	1	384	0.00%
2	1	0	492	0	0	0	1	494	0.20%
3	2	8	555	0	0	0	0	560	0.86%
4	2	1	719	0	0	0	0	722	0.28%
5	63	182	825	0	8	7	3	536	11.69%
6	1	1	588	0	0	0	1	548	0.18%
7	1	8	580	0	0	0	1	590	0.17%
8	459	80	10	110	25	38	26	727	80.59%
9	0	0	46	0	0	0	0	46	0.00%
Grand Total	511	277	3825	110	28	48	33	4882	10.56%

Notification Deployment Schedule (12-day intervals between 1st → 2nd → 3rd notices)

Route	1st Scheduling	Qty	2nd Scheduling	Qty	3rd Scheduling	Qty	Notices Complete?	Non Responsive Date	Total Non Responsives
8	[illegible]	727	12/22/2021	589	1/4/2022	256	Yes	1/11/2022	110
5	1/4/2022	586	1/18/2022	486	2/1/2022			NN/A	0
7	1/20/2022	590	2/1/2022						0
TBD									0
TBD									0
TBD									0
TBD									0

Date	Projected Installs	Accumulative Projected Installs	Actual Installs	Accumulative Installs	Project Variance	Notes
1/3/2022	11	11	11	11	0	
1/4/2022	45	56	42	53	-3	
1/5/2022	45	101	44	97	-4	
1/6/2022	45	146	40	137	-9	
1/7/2022	45	191	42	179	-12	
1/10/2022	30	221	34	213	-8	
1/11/2022	30	251	32	245	-6	
1/12/2022	30	281	27	272	-9	
1/13/2022	30	311	34	306	-5	
1/14/2022	30	341	27	333	-8	
1/17/2022	40	381	38	371	-10	
1/18/2022	40	421	48	419	-2	
1/19/2022	40	461	24	443	-18	Heavy Snow
1/20/2022	40	501	42	485	-16	
1/21/2022	40	541	26	511	-30	Heavy Snow
1/24/2022	40	581		511		
1/25/2022	40	621		511		
1/26/2022	40	661		511		
1/27/2022	40	701		511		
1/28/2022	40	741		511		
1/31/2022	40	781		511		
2/1/2022	40	821		511		
2/2/2022	40	861		511		
2/3/2022	40	901		511		



Total Accounts Provided	4,832	Owner
Add-On Accounts:	0	HydroCorp
Done By City - Removed:	5	SBW
All Installed:	511	SBW
All Unfinished:	4,316	
Unfinished - Unscheduled:	3,835	HydroCorp
Unfinished - Scheduled:	277	HydroCorp
Unfinished - NoResponse:	148	SBW
Unfinished - Issues for SBW:	28	SBW
Unfinished - Delayed:	43	HydroCorp
FollowUp - HydroCorp:	33	HydroCorp
Unfinished - Rescheduler:	0	HydroCorp / SBW

Totals reflected as of: Date 1/22/2022 Time (ET) 11:00AM

Scheduling is open and available for customer online and call-in appointments
Scheduling is not open or available for online or call-in appointments

Week Starting	Projected # of Installs per Week	Actual # of Installs per Week	Weekly Variance	Accumulative Installed or Removed	Accumulative Projected Installs by Week	Accumulative Project Variance	Appointments to Scheduled	Available Unscheduled Appointments	Total Available Appointments	Blackout Routes / Sectors
01/03/22	171	179	8	184	179	8	180	22	202	N/A
01/10/22	172	154	18	338	348	8	150	20	170	N/A
01/17/22	200	178	22	516	548	30	225	0	225	N/A
01/24/22	200						182	35	217	N/A
01/31/22	200						55	230	285	N/A
02/07/22	200						32	234	266	N/A
02/14/22	200									N/A
02/21/22	200									N/A
02/28/22	200									N/A
03/07/22	200									N/A
03/14/22	200									N/A
03/21/22	200									N/A
03/28/22	200									N/A
Totals	2,541	511	30	N/A	N/A	N/A	824	542	1,366	

Projections and Totals | Graphs | All Installed | Done by Utility - Removed | Unfin - Unscheduled | Unfin - Scheduled | Unfin - No Resp

Ready

2.2. Scope of Services

HydroCorp to provide the following services when exchanging water meters:

A. HydroCorp will devise a postal notification letter to inform water customers of required meter replacement during a specific date range specified in the letter. Letters will be approved by the City to use by HydroCorp and include City branding. Notification letter to include advising owner/occupant of temporary water disconnection and responsibilities of owner for providing unobstructed access to within 8 cubic feet surrounding the existing water meter including operational valves for shut off.

B. HydroCorp will send postal notification letters to designated water customers to ensure necessary water meter replacement appointments are confirmed.

C. HydroCorp will devise and host a dedicated website page for setting appointments with water customers at specific intervals during normal business hours. Water customers will have access to schedule their own appointments via a free and secure appointment website system. Website link will be presented on postal notices and City website.

D. HydroCorp will provide designated City staff with online access to the live appointment schedule system.

E. HydroCorp will provide full-time Toll Free 800 number phone support for customer questions and appointment requests by HydroCorp Administration Staff. Direct phone contact to HydroCorp staff will be available during normal business hours excluding holidays. An external answering service is utilized for overflow and after-hours calls.

F. HydroCorp will make 2 attempts to establish an appointment for meter replacement at each address. If email addresses are provided as part of the original account listing, HydroCorp will make additional attempts to contact water customers for appointment setting. Definition of attempts:
   a. 1st Postal Notice
   b. 2nd Postal Notice
   c. 3rd City

G. HydroCorp will document in electronic format; relevant identification numbers and meter readings of each existing and new meter installed by HydroCorp. Each record will include a digital image of the old meter reading for account reference.

H. HydroCorp will provide identification to the property owner upon arrival.

I. HydroCorp will install new water meter, associated fittings and gaskets as provided by the City or supplier. The City or the supplier will provide all consumables for the project.

J. HydroCorp Technician shall verify activation of each meter installed, re-establish water supply and verify full water pressure at nearest tap for 30 seconds.

K. HydroCorp will respond to reported leaks at meter junction or service control valve within 24 hours (Monday-Friday) after the incident has been reported to the City.

L. HydroCorp will deliver removed (old) meters, transmitters and wiring to a designated area of the Public Works Building on a daily basis or alternate site provided by the City. The City will be responsible for disposal.

M. HydroCorp will retrieve new meters, fittings and gaskets, and all other needed consumables as provided by the City and/or supplier on a daily basis during normal working hours. New meters will be available in a designated area at the Public Works Building, or alternate location.

N. HydroCorp will provide ongoing progress meter replacement status reporting during the contract period on a weekly basis.

O. HydroCorp will record and be able to report on the type of water service material and the size of service along with pictures and serial numbers of old and new water meters.

P. HydroCorp reserves the right to determine safe operating condition of water shutoff control valves prior to performing any meter replacement work. City to provide on call personnel to facilitate curb stop shut offs as necessary. Control valves appearing to be in questionable condition or potentially leaking/prone to failure will be required to be replaced or repaired at the cost of building owner prior to any meter upgrade work being performed by HydroCorp. It will be at HydroCorps discretion to determine if the option to freeze would work. HydroCorp will change the meter and charge a predetermined fee for the water line freeze.

Q. HydroCorp reserves the right to determine safe operating condition of electrical grounding prior to performing any meter replacement work. If an issue, the building owner will be required to correct prior to any meter upgrade work being performed by HydroCorp and we will notify City of issue. HydroCorp shall provide the installation of the grounding wire at a predetermined per installation fee.

R. HydroCorp shall not be responsible for damages due to faulty electrical, control valves, leaks or plumbing. All necessary plumbing/electrical repairs and costs are the responsibility of the homeowner.

S. The Company disclaims any and all liability arising from or related to operating curb stops. The Company will not be responsible for any damages, claims or liabilities of any kind or nature, including but not limited to personal injury, property damage, financial loss, or any other losses (collectively, "Losses") that may arise directly or indirectly from operating curb stops. The Company takes no responsibility for any action taken during the operation of curb stops by any employee, agent, contractor, or any other persons acting on behalf of the Company. The Company is not liable for any unlawful or negligent acts that may occur during operation of curb stops. The Company urges all individuals involved in operating curb stops to act in accordance with applicable law and adhere to all applicable regulations and guidelines. Additionally, the Company shall not be held liable for any failure to comply with any applicable laws and regulations in connection with the

operation of curb stops. By executing this proposal, the undersigned releases and agrees to hold HydroCorp its equity owners, affiliates, managers, officers, agents, employees, successors and assigns from any and all Losses arising out of or related to the Company's participation in operating curb stops.

3. Project Management

Key Personnel:

Dave Cardinal, Vice President Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. Dave is an ASSE Certified Instructor for multiple ASSE Certifications related to Cross-Connection Control and Backflow Prevention. Dave also has been a speaker at numerous Water Industry Conference.

Ryan Schaeffer-Director, Meter Division, and meter project Director/Foreman. Ryan is a seasoned water professional; he began his career with HydroCorp as a meter installer and has installed thousands of meters of various sizes. He has worked diligently and proven his skills as an installer and a team leader. Ryan has successfully led and managed meter installation projects and installation teams. Ryan's duty as Project Manager is to keep a consistent communication stream between all parties, including field staff, clients, and upper management. Furthermore, he partners with the Director of the Meter Division on preparation, logistics, and resource allocation to ensure the efficient completion of current projects and a seamless transition into the new metering system.

Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator. Ryans staff will be responsible for answering all water customer phone calls.

Chris Johnson, Key account Manager- As key account manager Chris Johnson is the contact point for clients, addressing their installation service needs. Mr. Johnson joined HydroCorp in 2019 and is responsible for installation service sales throughout the United States. Mr. Johnson has over 31 years of experience with water metering solutions. During that time Mr. Johnson has managed meter installation and system implementation programs for municipalities and private water systems of all sizes around the country. Our goal at HydroCorp is to be your most trusted partner, helping you make informed decisions that are best for your metering and distribution system.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and the development of its team members. All the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:

City Staff Commitments:

1. City to send public awareness letters to water customers to provide information for the meter project and introduce HydroCorp as the "approved" meter installation contractor.
2. Water customer information for HydroCorp database and postal notice sent from HydroCorp to water customers. HydroCorp will provide template for required data. Data to be provided in Excel format.
3. Posting of the water meter replacement online appointment page link on the City website.
4. Handheld activation devices and necessary connectors for each HydroCorp Meter Technician.
5. Provide to HydroCorp a minimum of 2 hours of in-field demonstration/training of meter activation device with City staff if needed.
6. In the event of a faulty valve at the water meter, temporary shutoff (by City personnel) of water service at curb stop. The city to provide on call personnel to facilitate curb stop shut offs as necessary.
7. In the event of a failed or broken valve at meter, temporary shutoff (by City personnel) of water service at curb stop will be provided by City staff. The City shall provide emergency contact via a direct phone number during all HydroCorp personnel working hours. The emergency contact will be capable of locating the curb stop and shutting off service if needed. A City staff member will be available during all HydroCorp working hours.

8. Water customers that do not reply with appointment after 2 contact attempts by HydroCorp will be turned back into City as non-responsive for further action in hopes of getting the homeowner to schedule an appointment.
9. City to enforce local ordinance if applicable for deteriorated piping, pre-exiting water leaks and/or water meter not installed in accordance with the ordinance.
10. Access to inventory of water meters, necessary fittings and gaskets on a weekly basis during normal business hours.
11. Dispose of old meters, transmitters, and wiring.

4. Cost Proposal

Possible Additional Scope Per Occurrence Fees:

- Any appointment that needs to be rescheduled because of a building issue or water customer no show; the City will be charged **$65 per appointment.**
- Any service requiring the installation of an electrical jumper wire. The City be will be invoiced at a charge of **$25.00 per installation.**
- Any service requiring the use of the freeze kit will be assessed a **$135.00 charge per occurrence.**
- Any service requiring an extra notice beyond the contracted (2) to be sent will be accessed a **$1.40 charge per notice sent.**
- Remobilization fee **$7500.00** Remobilization fee will apply only if the project is halted as a result out of HydroCorp control.
- Any install requiring to be installed under a Mobile Home will be assessed a **$55.00 charge per occurrence.**

The pricing provided for these services does not include confined space entry. Additional costs will be associated with each entry into a confined space.

1. Confined Space Entry

Confined space entry is a hazardous activity that requires specialized training and equipment. HydroCorp personnel will only enter confined spaces that have been properly evaluated and that meet all applicable safety standards.

The cost of confined space entry will be determined on a case-by-case basis. The cost will be based on:

- ***The size of meter and equipment needed to complete the replacement***
- ***The depth and condition of the confined space***
- ***Requirements for removing the old meter from the confined space, i.e., specialized vehicle or equipment rental***
- ***The cost of any permits or approvals that are required for confined space entry***
- ***The cost of any rescue or emergency response services that may be required***

2. Prevailing Wage

Proposal does not include prevailing wage requirements. Should prevailing wage become required, adjustments to proposal pricing will be reviewed to determine if a change order would need to be submitted. HydroCorp technicians are paid hourly employees and, in many cases, already meet the required compensation.

Submitted by: HydroCorp – Corporate Office| 5700 Crooks Road Suite 100| Troy, MI 48098

Chris Johnson | 248.930.3564 |cjohnson@hydrocorpinc.com

EXHIBIT C

kamstrup

General terms and conditions of sale and delivery for Stainless Steel/PPS Meters and other Products.

of Kamstrup Water Metering L.L.C.

1.0 Definitions

1.1. Definitions. As used herein: (a) Seller. Seller shall refer to Kamstrup Water Metering L.L.C. and shall include its agents, subsidiaries, parent company, and any affiliated entity of Seller; (b) Buyer. Buyer shall refer to the purchaser of goods sold by Seller as set forth in the particular Sales Order, and shall include allagents, subsidiaries, parent company, and any affiliated entity of Buyer; (c) Sales Order. Sales Order shall refer to the purchase order acceptance, order confirmation or invoice issued by Seller reflecting the sale of the Products to Buyer; and (d) Products. Products shall refer to Kamstrup's flowIQ® water meters with a stainless steel or PPS housing (referred to as "Meters") and/or products other than meters (e.g. flow parts, antennas, collectors and other accessories, referred to as "Non-Meter Products"), and related services if any, sold by Seller to Buyer as identified in the Sales Order.

2.0 Application

2.1. These terms and conditions shall apply to and shall govern all Sales Orders, agreements or other documents which memorialize an agreement to purchase Products from Seller, regardless of whether such Sales Order or other document references these terms and conditions. All shipments, services, sales and quotations between Seller and Buyer are subject to these terms and conditions.

3.0 Acceptance

3.1. No order by Buyer shall be effective until confirmed by Seller. No effect shall be given to any terms proposed in Buyer's purchase order, proposal, sales note, acknowledgment or other document which add to, vary from, or conflict with the Sales Order or with these terms and conditions unless otherwise agreed in writing. Any such proposed terms shall be void. Except as set forth herein, the Sales Order and these terms and conditions constitute the entire agreement between Buyer and Seller with respect to the subject matter of a Sales Order. Buyer shall be deemed to have accepted and acknowledged the Sales Order and these terms and conditions unless Buyer notifies Seller in writing of its rejection of the Sales Order and/or these terms and conditions within three (3) working days of Buyer's receipt of the Sales Order.

4.0 Termination

4.1. Seller may terminate any Sales Order or any part thereof without liability at any time by written notice. If Seller terminates any part of a Sales Order, then Buyer shall be relieved of any obligation with regard to the terminated portion of the Sales Order. Any sums paid by Buyer pursuant to a Sales Order or any portion of a Sales Order that has been terminated shall be refunded by Seller.

5.0 Price

5.1. Unless another currency is specified on the Sales Order, all monetary amounts are deemed to be expressed in US$. For orders up to $15,000, the price specified in the Sales Order shall not include any packaging, shipping or transportation costs or charges for any international or domestic freight, import duties or storage. For orders over $15,000, those items are included in the price specified in the Sales Order.

5.2. A handling fee in the amount of $30.00 shall be added to all Sales Orders for less than $150.00. Unless otherwise specified in the Sales Order, the price does not include any services related to the Products, including without limitation installation, travel, consultation, evaluation, or maintenance. Buyer may return the packaging materials to Seller, at Buyer's own expense, and shall be credited the cost of the returned packaging if such materials are received by Seller in undamaged condition.

5.3. In the event the Buyer requests changes in respect of customised Products already in progress:

5.3.1. More than 30 working days prior to date of dispatch: Kamstrup will apply a fee of $165 per alteration or 10% of the order value but minimum $165 per cancellation.

5.3.2. 0-30 working days prior to date of dispatch: No alteration or cancellation is possible (except for return fee model – see below).

6.0 Return of goods

6.1. Products may be returned to Seller within 30 days from the date of delivery for any reason, subject to the following terms:

6.1.1. Minimum sales value of returned goods: $385. Return will not be accepted below this amount.

6.1.2. Configured Meters cannot be returned.

6.1.3. Non-configured Meters and Non-Meter Products: Kamstrup will issue a credit note for the invoice amount reduced by fifty (50) percent.

6.1.4. Products that Kamstrup has purchased from third parties specially for Buyer cannot be returned.

7.0 Payment

7.1. Buyer shall pay for Products in accordance with the terms set forth in the Sales Order, or as otherwise set forth in a subsequent writing executed by both Buyer and Seller. If no such terms are set forth, Seller shall issue an invoice to Buyer via email or mail to the address of Buyer set forth in the Sales Order. All invoices are payable no later than thirty (30) days after receipt by Buyer. Payment shall not be contingent upon any payment to the Buyer from any third party. Seller may, at its discretion, require pre-payment from Buyer, or may require such credit terms as it deems appropriate. Seller may change any credit terms, at any time, in its discretion. If Buyer has a delinquent account with Seller, then any subsequent purchasing orders will not be processed until Buyer's account balance becomes current. Buyer may not set off any sums owed to Seller for any reason.

8.0 Taxes

8.1. Buyer shall pay, in addition to any invoiced amounts, all taxes, if applicable, upon the production, sale, shipment, or use of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand for such payments and any penalties or fees related thereto.

9.0 Product Descriptions, Modifications, Improvements

All representations or references on Seller's website, in sales brochures, technical data sheets and offers as to size, weight, technical specifications, price and other details of the Products are approximate and shall not be binding on Seller unless expressly incorporated in a Sales Order. Such references are not to be deemed warranties. Seller reserves the right, at any time, to alter, change, or modify the Products without notification to Buyer, provided that the alteration, change or modification does not adversely affect the price, quality or substantial function of the Products.

10.0 Delivery

10.1. Subject to section 5.1, delivery shall be "Delivered At Place" (DAP) (Incoterms® 2020).

10.2. Shipment; Installments

10.2.1. All dates of delivery set forth in a Sales Order are approximate and nonbinding. Seller will use commercially reasonable efforts to ship the Products on or before the estimated supply date set forth in the Sales Order.

10.3. Shipment; Delays

10.3.1. Buyer acknowledges and agrees that lead time will vary according to availability of supply, transportation delays, manufacturing problems and other conditions, and that, consequently, all delivery dates communicated by Seller are estimates. Delay in delivery of any shipment of Products shall not relieve Buyer of its obligations to accept that shipment or any other shipment. Under no circumstances shall Seller, because of late delivery or non-delivery, be liable to Buyer, its agents or any other persons for any special or consequential damages, whether based upon lost goodwill, lost profits, work stoppage, impairment of or breach of contract, negligence or other alleged causes of losses to Buyer.

10.4. Seller reserves the right to deliver in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

10.5. Risk of Loss

10.5.1. All risk of loss during shipment of the Products shall be in accordance with Incoterms® (2020) as referenced in the Sales Order. If no such Incoterm® is referenced, all shipments shall be shipped DAP (Delivered At Place, Incoterms® 2020).

11.0 Claims

11.1. Buyer shall inspect the Products immediately upon receipt and shall, within three (3) business days from the date of delivery, give written notice of any claim that the Products do not conform to their description as set forth in the Sales Order covering the Products or that the Products are damaged. Notations regarding such a claim shall be made on the applicable bill of lading, air waybill or delivery receipt. If Buyer does not provide such notice within the three (3) day period, the Products shall be deemed accepted by Buyer. Buyer expressly waives any rights it may have to reject or revoke acceptance of the Products after such three (3) day period. In no event, however, shall Seller be responsible for any damage or loss to Products resulting from the transportation, importation or storage of the Products.

12.0 Limited Warranty

12.1. Material and workmanship

Seller warrants that the Products shall be free from defects in Materials and Workmanship during the Warranty Period defined as follows:

For Meters:

(a) of 5/8"x1/2" – 1", the Warranty Period is twenty (20) years from the date of delivery to Buyer; and

(b) of 1½" and larger, the Warranty Period is ten (10) years from date of delivery to Buyer.

For Non-Meter Products:

the Warranty Period is twenty-four (24) months from the date of deliver to Buyer.

12.2. During the relevant Warranty Period, Seller shall, at its sole discretion, repair or replace any defective Products at no cost or refund the purchase price for the defective Products.

12.3. The following sections 12.4 (Accuracy) and 12.5 (Battery Life) apply only with respect to Meters.

12.4. Accuracy

12.4.1. Seller warrants that the Meters (except for those covered in 12.4.2 below) will perform to the accuracy as defined in AWWA C715-18 (section 4.2.8 thereto) and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C715).

12.4.2. Seller warrants that the flowIQ® 2100/3101 AMR and 2100/3101 Encoded/TRPL (Module 21 & 22) Output Meters will perform to the accuracy as defined in AWWA C708-11 (section 4.2.8 thereto) and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C708).

12.4.3. In case the Meters do not comply with the warranties set out in 12.4.1 or 12.4.2, Seller shall, at its sole discretion, repair or replace any defective Meter at no cost or refund the purchase price of such defective Meters:
(a) for year one (1) through year twenty (20) following the date of delivery for the defective Meters in the size range of 5/8" x 1/2" – 1"; and
(b) for year one (1) through year ten (10) following the date of delivery for the defective Meters in the size range of 1½" and larger.

12.4.4. Any Meter accuracy claims shall be subject to verification - initiated by Seller - through testing by a NIST Traceable laboratories or ISO 17025 accredited laboratories.

12.5. Battery Life

12.5.1. Based on operation of the Meters with either communication via the three wire encoded output or with communication via the embedded radio at an ambient operating temperature not higher than stated in the technical documentation, the warranty on the system battery in the Meter shall be for a period of (a) for 5/8" x 1/2" – 1" Products, twenty (20) years from date of delivery to Buyer, (b) for 1½" and larger Meters, ten (10) years from date of delivery to Buyer and (c) for 6" – and larger Meters, ten (10) years from date of delivery to Buyer.
For (a) and (b) of section 12.5.1 Seller shall, at its sole discretion, (i) replace any Meters that contain defective batteries at no cost for year one (1) through year ten (10) following the date of delivery or (ii) refund the purchase price for the Meters that contain defective batteries. For (c) of section 12.5.1, Seller shall, at its sole discretion, during year one (1) through year ten (10) following the date of delivery, at no cost (i) replace any defective batteries or (ii) replace any Meter that contain defective batteries.
For 5/8"x1/2" – 1" Meter only, during the period commencing with year eleven (11) through year twenty (20) following the date of delivery to Buyer, Seller shall, at its sole discretion, replace any Meters that contain defective batteries at a cost to Buyer equal to the price set out in the price list valid at the time of return of the Meter, minus the discount according to the following schedule:

Year	Discount	Year	Discount
11	75%	16	40%
12	75%	17	30%
13	50%	18	20%
14	50%	19	10%
15	50%	20	10%

The warranty related to battery life for the Meters is void if the Meters at any time have been configured into priority mode.

12.6. **WARRANTY EXCLUSIONS**

ALL KAMSTRUP WARRANTIES SHALL NOT APPLY IN ANY OF THE FOLLOWING CASES: (A) PRODUCTS THAT ARE DEFECTIVE OR DAMAGED BY NEGLIGENCE OR ACCIDENT OR NATURAL DISASTERS OR EXTREME WEATHER CONDITIONS OR BY OTHER CIRCUMSTANCES BEYOND KAMSTRUP'S REASONABLE CONTROL; (B) PRODUCTS THAT HAVE BEEN IMPROPERLY STORED, COMMISSIONED, INSTALLED, USED, REPAIRED, MAINTAINED OR ALTERED BY BUYER OR A THIRD PARTY, OR THAT HAVE BEEN USED OR MAINTAINED NOT IN ACCORDANCE WITH ANY INSTRUCTIONS, MANUALS, SPECIFICATIONS OR OTHER DOCUMENTATION PROVIDED BY KAMSTRUP, OR IN THE ABSENCE OF SUCH DOCUMENTATION, GENERALLY ACCEPTED INDUSTRIAL PRACTICE); (C) PRODUCTS WHICH HAVE BEEN USED (I) WITH WATER WHICH CONTAINS LEVELS OF FOREIGN MATTER, INCLUDING WITHOUT LIMITATION, DIRT, SAND, MINERALS, DEBRIS, DEPOSITS, BIOFILMS, CHEMICAL SUBSTANCES OR OTHER IMPURITIES WHICH INTERFERE WITH OR DEGRADE THE PRODUCT OR IS NOT IN ACCORDANCE WITH MINIMUM POTABLE WATER STANDARDS REQUIRED BY APPLICABLE LAW; (II) IN OTHER UNUSUAL ENVIRONMENTAL CONDITIONS OR IN ENVIRONMENTS WITH EXPOSURE TO ELECTROMAGNETIC PHENOMENA OR OTHER ABNORMAL ELECTRICAL INTERFERENCE, INCLUDING WITHOUT LIMITATION UNNATURAL MAGNETIC FIELDS, RADIATION OR ELECTROMAGNETIC PULSES, OR EXCESSIVE ELECTRICAL CURRENT, EXCEPT TO THE EXTENT PERMITTED IN THE PRODUCT SPECIFICATION; (D) PRODUCTS WHERE ANY SERIAL NUMBER OR SECURITY SEAL HAS BEEN INTERFERED WITH; (E) NORMAL WEAR AND TEAR; (F) PRODUCTS THAT ARE EXPERIMENTAL, DEVELOPMENTAL, PROTOTYPE, OR PILOT; OR (G) PRODUCTS WHICH HAVE BEEN USED AFTER DISCOVERY OF THE DEFECT.

12.7. **Product Return**

12.7.1. IF, WITHIN THE APPLICABLE WARRANTY PERIOD, (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP, AND (II) NOTIFIES SELLER IN WRITING OF SUCH DEFECTS, AND (III) RETURNS THE DEFECTIVE PRODUCTS TO SELLER, SELLER SHALL, AT SELLER'S SOLE DISCRETION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. NO WARRANTY CLAIMS WILL BE PROCESSED IF RECEIVED AFTER THE WARRANTY PERIOD. REJECTED PRODUCTS MAY BE RETURNED ONLY WITH SELLER'S PRIOR EXPRESS WRITTEN CONSENT AND AT BUYER'S COST AND RISK. IF PRODUCTS ARE RETURNED WITHOUT SELLER'S PRIOR CONSENT, SELLER MAY REFUSE TO ACCEPT THE RETURNED

PRODUCTS AND MAY RETURN THEM TO SELLER AT BUYER'S COST AND EXPENSE.

12.8. Set-Off

12.8.1. IN NO CASE WHATSOEVER, INCLUDING JUSTIFIED WARRANTY CLAIMS, IS THE BUYER ENTITLED TO RETAIN ANY MONIES OWED TO SELLER, EXCEPT UPON THE WRITTEN CONSENT OF SELLER. FURTHER, THE WARRANTIES PROVIDED FOR HEREIN SHALL NOT APPLY IN THE EVENT BUYER HAS FAILED TO REMIT PAYMENT IN FULL FOR SUCH PRODUCTS.

12.9. WARRANTY DISCLAIMER

12.9.1. WARRANTY DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

13.0 Limitation of Liability

13.1. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, THE LIABILITY OF SELLER, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, LOSS OF USE OR DATA, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY CLAIM IS BROUGHT AGAINST SELLER FOR PRODUCT LIABILITY, SELLERS'S LIABILITY SHALL BE LIMITED TO A MAXIMUM OF AVAILABLE INSURANCE COVERAGE AVAILABLE FOR SUCH DAMAGE, IF ANY. ANY AMOUNT IN EXCESS THEREOF SHALL BE BORNE BY THE BUYER. SELLER SHALL NOT BE LIABLE FOR ANY DEFECT THAT WAS CAUSED BY THE PRODUCTS HAVING BEEN INTEGRATED INTO PRODUCTS OF BUYER OR THOSE OF ITS CUSTOMERS. SELLER SHALL NOT BE LIABLE IN THE EVENT THE PRODUCTS SUPPLIED WERE IMPROPERLY USED, TREATED, HANDLED, STORED OR SUPPLIED BASED ON BUYER'S INSTRUCTIONS (INCLUDING, WITHOUT LIMITATION, DESIGN DETAILS, SPECIFICATIONS, PLANS, TEMPLATES OR STORAGE AND TRANSPORT RULES).

13.2. SELLER SHALL HAVE NO LIABILITY TO BUYER IF ANY PATENT INFRINGEMENT OR CLAIM THEREOF IS BASED UPON THE USE OF THE PRODUCTS DELIVERED HEREUNDER IN CONNECTION WITH A PROCESS OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT SUPPLIED OR APPROVED IN WRITING BY SELLER, OR USED IN A MANNER FOR WHICH THE PRODUCTS WERE NOT DESIGNED.

14.0 Indemnity

14.1. Buyer agrees to defend, indemnify and hold Seller, its officers, directors and employees, harmless from and against losses, damages, expenses, actions, attorney fees, liabilities, penalties, fines, duties as well as for any claims for injury, illness, or death of persons and damage to property arising out of, or in connection with: i) the Products after their delivery; ii) any action or inaction taken by Buyer, its employees, agents or independent contractors, with regard to the services provided with regard to the Products comprising the Sales Order; iii) arising out of or resulting from any violation by Buyer, its employees, agents, or independent contractors, of any applicable law, regulation or other mandate by a competent authority; or iv) the infringement or violation of any third party intellectual property rights which may be suffered by Seller due to the act or omission of Buyer, its employees, agents, or independent contractors.

15.0 Intellectual Property

15.1. Buyer acknowledges Seller's exclusive right, title, and interest in trademarks, logos and other markings of Seller relating to the Products, as well as in any and all manuals or documents provided by Seller relating to the Products (collectively, "Seller's Marks"), and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair this right, title, and interest.

15.2. Buyer acknowledges that Seller reserves all rights and benefits afforded under federal and international intellectual property laws in all Intellectual Property relating to the Products. "Intellectual Property" means all intellectual property and/or proprietary rights, including without limitation all rights of inventorship and authorship, in inventions, patents, patent applications, and know how, for any Product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as all copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, data and databases, and mask works.

15.3. Buyer is not authorized to make any changes, additions, improvements, alterations, or modifications of any sort to the Products. Whether authorized or unauthorized, any changes, additions, improvements, alterations, or modifications of any sort to the Products made by Buyer shall inure to the benefit of Seller, and Seller shall have full right, title, and interest in them.

15.4. The rights and obligations set forth in this Section shall survive the termination of these terms and conditions.

16.0 Security Interest

16.1. Buyer hereby grants a security interest in the Collateral to the Seller to secure the payment and performance of the Obligations listed below. The Collateral shall consist of all Products now owned and hereafter acquired and wherever located, as defined in Article 9 of the Uniform Commercial Code as enacted in Georgia, which are Products acquired by the Buyer from Seller, and, all proceeds (cash

and non-cash) and Products of the foregoing. The Obligations shall consist of: (i) all of Buyer's present and future indebtedness and obligations to Seller; (ii) all amounts owed under any modifications, additional advances, renewals, extensions or substitutions of any of the foregoing obligations; (iii) all costs associated with Seller's exercise of its rights hereunder; and (iv) any of the foregoing that may arise after the filing of a petition by or against Buyer under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise. Any capitalized term used in this Section 16, and not otherwise defined in these Terms, shall have the meaning given to it in Article 9 of the Georgia Uniform Commercial Code. Buyer agrees to execute and deliver to Seller any and all documents necessary to perfect Seller's security interest, including all financing statements.

17.0 Cancellation for Default

17.1. Seller reserves the right to cancel all or any part of any Sales Order, without liability towards Buyer, if Buyer fails to perform under any applicable provision of these terms and conditions or of any applicable Sales Order and the failure is not cured within ten (10) days after delivery of written notice to Buyer by Seller. In the event of cancellation, Seller may exercise all rights and remedies available to it hereunder and under law.

18.0 Remedies

18.1. Seller's remedies shall be cumulative and shall include any remedies allowed by law. Seller's waiver of any breach by Buyer shall not constitute a waiver of any other breach of the same or any other provision. Acceptance of any payments shall not waive any breach. In any dispute involving moneys owed to Seller, Seller shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is greater, unless Seller agrees to a lower amount. The confiscation or detention of a shipment by any governmental authority shall not affect or diminish the liability of the Buyer to the Seller to pay all charges or other money due promptly on demand.

19.0 Insolvency

19.1. Seller shall have the right to cancel any outstanding Sales Order or any part thereof, without any liability whatsoever in the event of (i) insolvency, or anticipated insolvency, of Buyer, (ii) commencement of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer; or (iii) the appointment of an assignee for the benefit of creditors of Buyer or a receiver or trustee for Buyer.

20.0 Disputes

20.1. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, shall be subject to the exclusive jurisdiction of the State courts of Georgia.

21.0 Force Majeure

21.1. Seller shall not be liable for any delay in performance of its obligations and responsibilities under a Sales Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, epidemics, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, industrial disputes (including local strikes and/or lockouts), computer viruses, worms etc., breakdowns or disruptions in telecommunication, import or export restrictions, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a sub-supplier's performance vis-à-vis Kamstrup; provided that, said party has taken reasonable measures to notify the other promptly in writing, of delay.
If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the contract.

21.2. If the price to Seller of any raw material, component or transport solution (or a combination of these) increases by more than 10% from the date of Seller's quotation/order confirmation up to the date of delivery of the products, then Seller shall be entitled to add such increase to the price to be paid by the Buyer for the products.

22.0 Governing Law

22.1. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods.

23.0 Severability

23.1. If any provision of a Sales Order, including these terms and conditions, shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Sales Order, or these terms and conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

24.0 Notice

24.1. Any notice or other communication required or permitted by these terms and conditions must begiven in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed as follows, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notice will be deemed given when received or delivered to the principal business address of the relevant party.

25.0 Miscellaneous

25.1. Seller reserves the right to change, modify, add, or delete portions of these terms and conditions from time to time without further notice. The headings contained in these

terms and conditions are included for convenience and shall not affect the language included herein.

26.0 Entire Agreement

26.1. Except as provided for herein, these terms and conditions, together with the Sales Order contain all of the terms and conditions governing the sale of the Products and may not be modified or amended by Buyer except by written agreement duly executed by the parties. Aside from the terms of any Sales Order, all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded by these terms and conditions.