




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: June 8, 2026 

SUBJECT: Materials and Supplies Contract for Furnishing and Delivering Water Meters & Appurtenances – Amendment No. 1

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 that was approved by the Board at the November 20, 2025, Board Meeting included the items for meters that could be read through a cellular endpoint, but it did not include line items for costs associated with the Neptune 360 SaaS Platform (AMR) Subscription or the Neptune 360 SaaS Platform + Multi-Carrier Cellular Data Plan Annual Subscription.

Following the execution of the Contract, the Authority has begun to convert commercial water meters to be read and to collect data regarding the meter through a cellular endpoint. This will ensure that the price increase limitations within that materials and supplies contract will be applied to these subscription-based platforms as well.

These subscription-based platforms are budgeted in unit 8525, line 36 – Software Expense.

Please consider approval of the contract amendment on the June 18, 2026, Board Meeting.

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

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

Description: _____

Item Description:

Choose one: _____

Other: _____




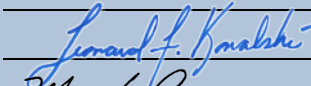

Action Requested:

Choose one _____


Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer		Date: 06/08/2026
Chief Operating Officer		Date: 06/09/2026
Claims Rep. – Risk Manager	_____	Date: _____
Comptroller	_____	Date: _____
Director of Administration	_____	Date: _____
Director of Distribution	_____	Date: _____
Director of Human Resources	_____	Date: _____
Director of IT	_____	Date: _____
Sr. Director of Operations & Infra		Date: 6/09/2026
Director of Planning & Water Supply	_____	Date: _____
Director of Production	_____	Date: _____
Director of Water Quality	_____	Date: _____
Executive Engineer		Date: 6/9/2026
General Counsel (Legal)		Date: 6/9/2026
Other: _____	_____	Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority  Date: 06/09/2026

Remarks: _____

Resolution Date: _____ Item No: _____

**AMENDMENT NO. 1 TO THE MATERIAL & SUPPLIES CONTRACT
FOR FURNISHING & DELIVERING WATER METERS & APPURTENANCES**

AMENDMENT, effective June 18, 2026, to the Materials and Supplies Contract for Furnishing and Delivering Water Meters and Appurtenances, effective on January 1, 2026, by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350

Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

NEPTUNE TECHNOLOGY GROUP, INC.

1600 Alabama Highway 229

Tallasse, Alabama 36078

hereinafter referred to as the “Manufacturer.”

WHEREAS, on November 20, 2025, the Authority awarded the Manufacturer a material and supplies contract to furnish and deliver water meters and appurtenances, as ordered, to the Authority for a three year term from January 1, 2026 through December 31, 2028 (the “Contract”); and

WHEREAS, following the execution of the Contract, the Authority has begun to convert commercial water meters to be read and to collect data regarding the meter through a cellular endpoint; and

WHEREAS, the Authority seeks to amend the Contract to include cellular data charges for such meters; and

WHEREAS, in accordance with Article 5, Paragraph 5.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”), and signed by all parties; and

WHEREAS, the Authority’s Chief Financial Officer and Senior Director of Operations have reviewed the proposed pricing for the data charges and recommend amending the contract to include such pricing;

NOW, THEREFORE, in consideration of mutual promises herein set forth, the parties agree to the following:

(1) The parties agree to amend the Contract by adding the following line items to Article 4, Paragraph 4.01 of the Contract:

Description	Unit Price	Estimated Quantities
Neptune 360 SaaS Platform + Multi-Carrier Cellular Data Plan Annual Subscription	\$4.50	2,500
Neptune 360 SaaS Platform + Multi Carrier Cellular Data Plan 10-Year Subscription	\$45.00	2,500
Neptune 360 SaaS Platform (AMR) Annual Subscription	\$0.45	175,000

(2) The parties agree all other terms and conditions of the Contract shall remain unchanged and in effect;

(3) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHERETO, the parties hereto have caused this Amendment No. 4 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

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 June, in the year 2026, 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 GWINNETT) ss:

On the _____ day of _____, in the year 2026, before me personally came Jason Constantino, to me known, who, being by me duly sworn, did depose and say that he resides in Gwinnett County, Georgia, that he is the CFO of the Corporation described in the above instrument; and that he signed her name thereto by order of the Board of Directors of said Corporation.

Notary Public