



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

June 3, 2026

To: Jennifer Hibit, Secretary to the Authority

From: Daniel J. Seider, PE, Director of Production *DJS*

Subject: Furnishing of Sodium Hypochlorite to The Erie County Water Authority for Use in the
Booster Stations for One Year
ECWA Project No. 202500099

The above-referenced contract original term will expire on July 31, 2026. It is a 1-year contract with possible two 1-year extensions. The Authority and the Supplier, Bison Laboratories, Inc. (Bison) agree that a one-year extension of the current contract at the same terms and conditions, including pricing, would be mutually beneficial for both parties. The Contractor expressed interest in extending the current contract in the attached letter dated May 18, 2026.

Bison has proven to be a highly capable and reliable vendor. The product they supply is critical in maintaining the proper finished water chemistry for disinfection.

Based on this information, Engineering Department is recommending a one-year extension for Board's consideration and, if approved, for the Chairman to execute.

The following documents are attached to process the extension of the above-referenced contract:

- Authorization Form.
- Letter from Bison Laboratories dated May 18, 2026.
- Three (3) originals of Amendment No. 1.

Budget Information:

1020 Control Operations

Item 13 Chemicals

DJS:CTK:jmf

Attachments

cc: C.Eaton

L.Kowalski

L.Lester

C.Klubek

CHEM-834-2501-X-12



Bison Laboratories, Inc.

100 Leslie St.

Buffalo, NY 14211-1621

716/895-2707 • FAX: 716/895-1408

May 18, 2026

Mr. Ruben Portillo
Erie County Water Authority
3030 Union Road
Cheektowaga, NY 14227

RE: Sodium Hypochlorite Contract (PN2020250099)

Dear Ruben,

Bison Laboratories, Inc. agrees to extend the Sodium Hypochlorite contract for an additional one-year period from August 1, 2026 through July 31, 2027, based on the same terms and conditions.

These terms and conditions include pricing of \$18.45 for each five (5) gallon carboy of sodium hypochlorite, and also includes the filling of your 330 gallon carboys at the price of \$3.25/gallon.

We thank you for your continued business. If you have any questions, please feel free to give us a call.

Sincerely

Steven P. Morber
President
Bison Laboratories, Inc.

SPM/jg

**AMENDMENT NO. 1 TO THE CONTRACT TO FURNISH & DELIVER SODIUM
HYPOCHLORITE**

AMENDMENT, effective June 18, 2026 (“Amendment No.1”), to the Contract to Furnish & Deliver Sodium Hypochlorite effective on July 23, 2025, by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

BISON LABORATORIES, LLC

100 Leslie Street
Buffalo, NY 14211

hereinafter referred to as “Supplier.”

WHEREAS, on July 23, 2025, the Authority awarded the Supplier a contract to furnish and deliver Sodium Hypochlorite to the Authority’s treatment plants (the “Contract”) for a one-year term, from August 1, 2025 to July 31, 2026; and

WHEREAS, in accordance with paragraph 1.04 of the Contract, the parties may agree to extend the Contract on the same terms and conditions, or upon such terms and conditions acceptable to the Authority, for two (2) additional one (1) year terms; 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 Supplier has agreed to extend this Contract for a period of one (1) year until July 31, 2027, based on the same terms and conditions, including pricing of \$18.45 for each five (5) gallon carboy of sodium hypochlorite and \$3.25/gal for filling 330 gallon carboys, as set forth in Article 4 of the Contract;

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

- (1) The terms and conditions of the Contract shall continue in effect until July 31, 2027;
- (2) The parties agree all other terms and conditions of the Agreement shall remain unchanged and in effect; and

(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. 1 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

BISON LABORATORIES, LLC.

By _____
Steven P. Morber, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the ___ day of _____, 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 the 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 he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____) ss:

On the ___ day of _____, in the year 2026, before me personally came Steven P. Morber, to me known, who, being by me duly sworn, did depose and say that he resides in _____ that he is the President of the LLC described in the above instrument; and that she signed her name thereto by order of the Board of Directors of said LLC.

Notary Public