



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

September 03, 2026

To: Jennifer Hibit, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration *LCL*

Subject: Sole Source Purchase
PO# CAM126-066 / GP Jager

On September 01, 2026, central purchasing received a purchase request for various Lutz Jesco pump supplies totaling \$56,991.00. These pumps and accessories are replacing the current pumps & 3-way valves we are using for our filter-aid system. The Filter-aid system is an emergency use system to help ensure our filters don't violate parameters during harsh conditions.

There is a six-to-eight-week lead time before we can obtain these supplies. We must purchase them through the exclusive distributor GP Jager.

These pumps will be used at Sturgeon Point treatment plant.

GP Jager
328 W. Main Street
Boonton, NY 07005

The administration is notifying the board of a sole source purchase request over \$20,000 as per the requirements in the procurement policy.

The following documents are attached for the above referenced emergency purchase:

- Letter from Lutz Jesco.
- Quote and sole justification form.

**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:

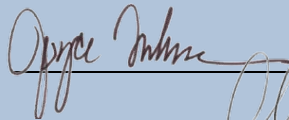
Choose one _____

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



Date: 09/04/2026

Chief Operating Officer



Date: 09/04/2026

Claims Rep. – Risk Manager

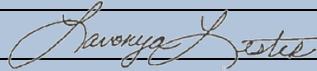


Date: 9/4/2026

Comptroller

Date: _____

Director of Administration



Date: 09/04/2026

Director of Distribution

Date: _____

Director of Human Resources

Date: _____

Director of IT

Date: _____

Sr. Director of Operations & Infra

Date: _____

Director of Planning & Water Supply

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer



Date: 9/4/2026

General Counsel (Legal)

Date: 9/4/2026

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 09/04/2026

Remarks: _____

Resolution Date: _____ Item No: _____

SOLE SOURCE JUSTIFICATION

Requisition Item: Replacement filter-aid pumps

Purchase Order or Master Purchase Order Number: CAM126-066

Prior Purchase Order or Master Purchase Order Number (if item has been approved previously): _____

1. Please describe the item and its function: Pumps are used to deliver coagulant to the filter influent chamber to control filter turbidity spikes and to avoid any filter violations

2. This is a sole source* because:

- ☒ Sole provider of a licensed or patented good or service;
- ☒ Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services;
- ☐ Sole provider of goods and services for which the Authority has established a standard**;
- ☒ Sole provider of factory-authorized warranty service;
- ☐ Vendor/distributor is a holder of a used item that would represent good value and is advantageous to the Authority (please attach information on market price survey, availability, etc.);
- ☒ Sole provider of goods or services that will meet the specialized needs of the Authority or perform the intended function (please detail below or in an attachment).

Pumps are sized and designed specifically for this application and compatible with the current product that is used.

3. What necessary features does this vendor provide which are not available from other vendors? Be specific.
Vendor is the only Representative authorized to sell to municipalities in our area.

4. What steps were taken to verify that these features are not available elsewhere?

- ☒ Verification from manufacturer of sole source attached (current year).
- ☐ Other brands/manufacturers were examined (please list phone numbers and names and explain why these were not suitable).
- ☐ Other vendors were contacted (please list phone numbers and names and explain why these were not suitable).

SUBMIT TO DIRECTOR OF ADMINISTRATION FOR APPROVAL

Buyer's Signature: Chris Marchille
Buyer's Name: Chris Marchille

Date: 9/1/26

Approved:

Laronya Jester
(Please Print)
Director of Administration

Date: 9/03/2026

* Sole Source: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurement of items for which the Authority has established a standard by designating a brand or manufacturer or by pre-approving via a testing, shall be competitively bid if there is more than one vendor of the item.



Exclusive Representation

8/10/2026

To Whom It Concerns,

Please be advised that GP Jager is our exclusive representative for Upstate New York.

If you have any questions or concerns regarding this notification or Lutz JESCO products; please feel free to contact me personally.

Best regards,

A handwritten signature in black ink, appearing to read "Phil Dann", is written over a horizontal line.

**Phil Dann
Regional Sales Manager
585-773-2827**

Lutz Pumps, Inc.
1160 Beaver Ruin Road
Norcross, GA 30093

Phone: 770-925-1222
Fax: 770-923-0334

E-mail: info@lutzpumpsamerica.com
Internet: www.lutzpumpsamerica.com

Toll Free:
1-800-843-3901

Lutz Jesco Corp.
55 Berman Park
Rochester, NY 14624

Phone: 585-426-0990
Fax: 585-426-4025

E-mail: info@lutzjescoamerica.com
Internet: www.lutzjescoamerica.com

Toll Free:
1-800-554-2762

Total | *Metering*
Fluid | *Transfer*
Management | *Chem Feed*



328 W MAIN ST, BOONTON, NJ 07005
Voice: 973-750-1180 Fax: 973-750-1181

QUOTATION

Page 1 of 3

TO:	ERIE COUNTY WATER AUTHORITY ACCOUNTS PAYABLE 295 MAIN STREET, ROOM 350 BUFFALO, New York 14203	DATE:	09-01-2026
		QUOTE #:	145946
		DESC:	
		JOB:	Erie County WA - Replacement Pumps
		LOCATION:	
ATTN:	Chris Marchitte	PHONE:	(716) 685-8343
		EMAIL:	cmarchitte@ecwa.org
WE ARE PLEASED TO QUOTE ON THE FOLLOWING EQUIPMENT SUBJECT TO CONDITIONS PRINTED ON LAST PAGE HEREOF, THESE CONDITIONS MAY BE CHANGED ONLY BY A WRITTEN STATEMENT SIGNED BY AN OFFICER OF GP JAGER, LLC		☐ F.O.B. FACTORY ☐ F.F.A. TO FIRST DESTINATION ☒ PPA Prepaid and Add	

Lutz Jescoo				
Line #	Qty	Item	Unit Price	Price
01	12	FXM2-S-34-N092 - PERIDOS FXM2 PUMP N092T 125V (US) PERIDOS FXM2 PERISTALTIC PUMP PUMP CAPACITY: 24.3 GPH @ 125 PSI TUBE MATERIAL: NORPRENE TUBING CONNECTORS: 3/8" TUBE COMPRESSION TUBING CONNECTOR MATERIAL: PVDF PLUG TYPE: 125V AC NEMA 5/15 (US) MOTOR: 0,19 KW / 0.25 HP 175 RPM TENV VOLTAGE: 96 to 264VAC-50/60HZ, 190W	\$4,567.50	\$54,810.00
02	12	103480 - TUBE ASSEMBLY FXM2-N092-T 1/4" X 3/8" TUBING CONNECTION M2 OM, 0250 Barb w. Compression	\$118.00	\$1,416.00
03	1	ESTIMATED FREIGHT (BILLED AT ACTUAL)	\$765.00	\$765.00
Total for Above Equipment:				\$56,991.00
			(Tax Rate 0.000%) Total Tax:	\$0.00
			Grand Total:	\$56,991.00

Notes: Lead Time is 6 - 8 Weeks ARO.

GP JAGER, LLC
Scott Hall - shall@jagerinc.com

QUOTATION DOES NOT INCLUDE ANY SALES OR USE TAX PAYABLE UNDER ANY STATE OR FEDERAL STATUTE. THIS QUOTATION PRICE IS FOR MATERIAL LISTED ABOVE. ANY ADDITIONS OR MODIFICATIONS THAT BECOME NECESSARY FOR APPROVED SUBMITTALS, UPON AWARDING OF THIS CONTRACT, MAY RESULT IN NECESSARY PRICE CHANGES.

NOTE: ITEMS NOT SPECIFIED ON THIS QUOTATION ARE NOT INCLUDED IN OUR PRICE AND ARE TO BE SUPPLIED BY OTHERS. PRICES ARE FOR IMMEDIATE ACCEPTANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. SALE SUBJECT TO MANUFACTURERS STANDARD TERMS AND CONDITIONS. 30% RE-STOCKING FEE.

GP JAGER, LLC STANDARD TERMS AND CONDITIONS**1****ACCEPTANCE**

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR**

GP JAGER, LLC STANDARD TERMS AND CONDITIONS**2**

ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.