



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

August 10, 2026

To: Jennifer Hibit, Secretary to the Authority

From: Leonard F. Kowalski, PE, Executive Engineer *LFK*

Subject: Impeller for a Raw Water Pump
at Van de Water WTP Raw Water Pump Station.
Project No. 202600185

The following material is attached:

- Authorization Form
- Service Agreement for the above-referenced project.
- Declaration of State of Emergency dated July 30, 2026.

The Erie County Water Authority (Authority) recently issued a Declaration of State of Emergency for manufacturing a stainless-steel impeller for one of the raw water pumps at Van de Water WTP Raw Water Pump Station.

The raw water pumps are critical to components of the treatment process and are essential for maintaining a continuous supply of raw water to the treatment plant. Currently there is limited redundancy, and the pump station is operating with only two available pumps, which increases the risk of an interruption to plant operations in the event of another pump failure. Detailed description of the emergency is in the attached Declaration of State of Emergency.

Hydro East, Inc. provided the Authority with a quotation including budgetary pricing and Standard terms and conditions. Law Department reviewed the documents provided by Hydro East, Inc. and drafted a Service Agreement for Impeller Fabrication. We are currently in the process of obtaining their insurance certificates and will provide them to the Authority's Claims Representative/Risk Manager once they are received.

This memo is to request Board consideration to enter into a Services Agreement with Hydro East, Inc. and, if approved, for the Chairman to execute.

Budget Information:

Unit: 1015 Van de Water Plant

Item: 101827 Raw Water 3&6 Impeller Replacements

LFK:jmf

cc: D.Seider

VAWA-422-202601

**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: 08/10/2026

Chief Operating Officer

Date: 08/10/2026

Claims Rep. – Risk Manager

Date: 8/10/2026

Comptroller

Date: _____

Director of Administration

Date: 08/10/2026

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: 08/10/2026

Director of Water Quality

Date: _____

Executive Engineer

Date: 8/10/2026

General Counsel (Legal)

Date: 8/10/2026

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority

Date: 08/10/2026

Remarks: _____

Resolution Date: _____ Item No: _____

Central Purchasing Declaration of State of Emergency

EC No.: NA

OWIP No.: NA

Project No.: 202600185

Date of Emergency: July 30, 2026

Detailed Description of Emergency Condition: Impeller for a Raw Water Pump at Van de Water WTP Raw Water Pump Station.

During an inspection of Raw Water Pump No. 3, it was discovered that several of the bronze impeller vanes had worn completely through, resulting in reduced pump performance and increased vibration. As a result, Pump No. 3 has been removed from service pending repair.

While Pump No. 3 has been out of service, Raw Water Pump No. 4 developed leakage around a shaft sleeve. Repairing this condition will require Pump No. 4 to also be removed from service. At present, the Raw Water Pump Station is operating on the two remaining pump units, with Pump No. 4 available for emergency operation only.

The raw water pumps are critical components of the treatment process and are essential for maintaining a continuous supply of raw water to the treatment plant. Operating with only two fully available pumps significantly reduces system redundancy and increases the risk of an interruption to plant operations should another pump experience a failure or require maintenance. Prompt repair of Pump No. 3 is necessary to restore the reliability and resiliency of the raw water pumping system and ensure the continued uninterrupted operation of the treatment plant. Repairs to Raw Water Pump No. 4, while also necessary, can proceed under the Authority's standard procurement process, as the required work can be completed through an existing repair contract once Pump No. 3 has been returned to service.

Pump No. 3 was installed in the late 1970's during the original construction of the Raw Water Pump Station. The original pump manufacturer is no longer in business, and we have been unable to get in contact with the company that currently represents this line of pumps. We have found a company that is able to scan the existing impeller, reverse engineer the impeller and provide a new casting of the impeller. The name of the company is Hydro East, Inc. and they are in Aston, PA. If a new pump were to be purchased it would take up to one year to receive the new pump, Hydro East can provide a new impeller in approximately 10 weeks.

Authorized Signature: Pursuant to the Purchasing Guidelines (Page 17) authorization granted to one or more of the following two (2) individuals: Any Commissioner, the Executive Director, Executive Engineer, and/or the Director of Administration.



To: Purchasing System File

SERVICE AGREEMENT FOR IMPELLER FABRICATION

This Agreement, effective August 20, 2026 (“Effective Date”), is by and between

ERIE COUNTY WATER AUTHORITY

295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

HYDRO EAST, INC.

800A Turner Industrial Way
Aston, Pennsylvania 19014

hereinafter referred to as “Hydro East.”

The Authority seeks to enter into a contract with Hydro East to reverse engineer an impeller for a raw water pump at the Authority’s Van de Water Raw Water Pump Station upon the terms and conditions stated in this Agreement.

In consideration of the mutual promises set forth in this Agreement, the Authority and Hydro East agrees as follows:

ARTICLE 1 – THE PROCUREMENT

- 1.01** Hydro East has agreed to reverse engineer an impeller for a raw water pump at the Authority’s Van de Water Raw Water Pump Station (the “Impeller”).
- 1.02** Hydro East has submitted to the Authority “Budgetary Pricing” setting forth proposed terms and conditions for Hydro East to reverse engineer the Impeller. A copy of the “Budgetary Pricing” (hereinafter referenced as “Service Proposal”) is attached and incorporated into this Agreement as Appendix A.
- 1.03** As part of its Service Proposal, Hydro East has submitted to the Authority its “Standard Terms and Conditions” (hereinafter referenced as “Standard Terms and Conditions”), a copy of which is attached and incorporated into this Agreement as Appendix B.

ARTICLE 2 – SERVICE PROPOSAL

- 2.01** The Authority accepts and agrees to the terms and conditions set forth by Hydro East in its Service Proposal.

ARTICLE 3 – STANDARD TERMS AND CONDITIONS

3.01 The Authority accepts and agrees to the Standard Terms and Conditions proposed by Hydro East as part of its Service Proposal, subject to the following modifications:

- A. The Authority and Hydro East agree to amend paragraph 7 as follows: “All payments are due net sixty (60) days from the invoice date in United States Dollars. All invoices shall be emailed to accountspayable@ecwa.org.”
- B. Hydro East agrees to waive any claims against the Authority for late payments.
- C. The Authority and Hydro East agree to amend paragraph 16 as follows: “The terms and conditions applicable to the transaction provided for herein shall be governed by the laws of the State of New York without reference to conflict of law provisions. The parties hereby submit to exclusive jurisdiction of, and venue in the state courts of Erie County, New York for all litigation that may be brought in connection with said transaction.”

ARTICLE 4 – OTHER SUPPLEMENTAL PROVISIONS

4.01 Subcontract and Assignments: Hydro East may not subcontract or delegate any of the obligations of Hydro East without the express written consent of the Authority. The Authority and Hydro East bind themselves and their successors, administrators and assigns to the terms of this Agreement. Hydro East shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

4.02 Amendments: No modification or variation from the terms of this Agreement shall be effective unless it is in writing and authorized by a resolution of the Board of Commissioners of the Authority and signed by all parties.

4.03 Insurance:

- A. Hydro East shall secure and maintain such insurance as will protect itself from claims under the Workers’ Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom in the amounts indicated on Appendix C.
- B. Hydro East shall provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of this Agreement.
- C. Hydro East shall provide Certificates of Insurance certifying the coverage required by this provision.

- D. Hydro East shall provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email address.

4.04 Access to Authorities Property: Before Hydro East may be given access to any Authority property, Hydro East must notify the Authority's Security Officer and provide the following information prior to a field visit: (a) government-issued photo identification for all site visitors; (b) a statement indicating the purpose for the site visit; (c) the proposed date and time for the site visit; (d) the estimated start and finish time for the site visit; and (e) any additional information reasonably requested by the Authority's Security Officer. No person may visit any Authority property without the authorization of the Authority and/or its Security Officer.

4.05 Entire Agreement: This Agreement constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein. This Agreement supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written with respect to the subject matter hereof and has been induced by no representations, statements or agreements other than those herein expressed. No subsequent agreement made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound by such agreement.

4.06 Independent Status: Nothing contained in the Agreement shall be construed to render either the Authority or Hydro East, an owner, member, officer, partner, employee or agent of the other, nor shall either party have authority to bind the other in any manner, other than as set forth in this Agreement, it being intended that Hydro East shall remain an independent contractor responsible for its own actions. Hydro East is retained by the Authority only for the purpose and to the extent set forth in this Agreement.

4.07 Doing Business Status: Hydro East represents it is qualified to do business in the State of New York and has registered with the New York Secretary of State.

4.08 Gratuities, Illegal or Improper Schemes:

- A. Hydro East shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties.
- B. Hydro East or its employees shall not, under circumstances which might be reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the Authority.
- C. The Authority may terminate this Agreement or any purchase order, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a Hydro East, its agent or representative to any Authority official or employee with a view towards securing favorable treatment with respect to the awarding of this Agreement or the performance of the Agreement or purchase order.

- D. The Authority may also terminate this Agreement or purchase order if it is determined that Hydro East engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the contract award process or the performance of the Agreement or purchase order. If it is determined that said improper or illegal acts occurred, the Authority shall be entitled to terminate the Agreement or purchase order and/or exercise any other remedy available to it under existing law.

4.09 Notice: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses hereinbefore stated. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

ARTICLE 6 – SEVERABILITY

6.01 Any provision or part of the Agreement held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, which agrees that the Agreement shall be reformed to replace such stricken provisions or part thereof with a valid enforceable provision that comes as close as possible to expressing the intent of the stricken provision. The validity and enforceability of all other provisions of this Agreement shall not otherwise be affected.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

HYDRO EAST, INC.

By _____

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 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 PENNSYLVANIA)
COUNTY OF _____) ss:

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

Notary Public

APPENDIX A

BUDGETARY PRICING (“SERVICE PROPOSAL”)



800A Turner Industrial Way
Aston, PA 19014
Office: (610) 497-7867
Fax: (610) 672-9993
Website: www.hydroeast.com

Erie County Water Authority

Date: 7/31/2026

Hydro Ref #: Q07063 Rev.01

Customer PO #: TBD

Dear Leonard F. Kowalksi,

Thank you for the opportunity to provide new parts for your pump. Below you will find budgetary pricing for your impeller quoted in 316 SS

Key Contacts:

Jim Mattia (Account Manager) -- (610) 663-5075 jmattia@hydroinc.com

William Bradley (Project Manager) -- (610) 592-4162 wbradley@hydroinc.com

COMPONENT	OEM	MODEL	SIZE	STAGES	SERIAL #
Impeller	Layne Bowler	BCH	38	1	DID NOT RECEIVE

Scope of Work

Impeller (Qty: 1)

- Ship impeller to Hydro East
- Laser scan impeller
- 3D model impeller
- Send model to foundry for casting
- Casting to be 316 SS - ASTM A743 GR CF8M
- Finish machine to specification
- Balance to 4w/n on mandrel
- Prepare for shipment
- Ship new impeller

Final Pricing

Budgetary Price to Provide Qty (1) New 316 SS Impeller:

\$70,000.00*

Delivery: 10 Weeks ARO from Receipt of PO and Sample Impeller for Reverse Engineering

Freight: Inbound/outbound freight is included in this proposal

\$2,500.00

****This is budgetary pricing only based on size and weight provided by the customer.***

Final pricing will be given to the customer after modeling and prior to casting.

If you have any questions regarding this proposal, feel free to contact us any time.

Sincerely,
Jim Mattia

APPENDIX B

STANDARD TERMS AND CONDITIONS

HYDRO EAST INC.
STANDARD TERMS & CONDITIONS

These Standard Terms & Conditions of Hydro East Inc., and its affiliates, (collectively, the “Company”) apply to the sale of those services and products described on the front page hereof, or if not appearing thereon, then on the attached quote. The party who is referred to the front page (or the quote) is referred to herein as the “Buyer.”

The Company and the Buyer are sometimes referred to herein as the “Parties.” The Parties hereby agree as follows:

1) **MASTER SERVICE AGREEMENT. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, HOWEVER, IF THE COMPANY AND THE BUYER HAVE ENTERED INTO A WRITTEN MASTER SUPPLY OR MASTER SERVICE AGREEMENT (collectively a “MSA”) WHICH IS NOW IN EFFECT, THE TERMS AND CONDITIONS OF THE MSA SHALL CONTROL AND GOVERN WHERE INCONSISTENT WITH THESE STANDARD TERMS & CONDITIONS.**

2) **Acceptance of Quotation.** Unless otherwise agreed to in writing by the Company, the quotation on the front page hereof shall expire thirty (30) days from its date unless accepted in writing by Buyer.

3) **Acceptance of Terms.** Except as provided in Section 1, these Standard Terms & Conditions are applicable to all quotations, shall be deemed incorporated into each of Buyer’s purchase orders, and together with the terms described on the front page hereof, supersede all prior statements, proposals, negotiations, representations, and agreements and shall constitute the entire agreement between the Company and Buyer, as may be amended by any change order(s) signed by both parties. This serves as a written objection to and rejection of all inconsistent or additional terms, conditions and limitations contained on any form or writing of Buyer, and commencement of work is not deemed acceptance by the Company of any such terms, conditions, and limitations. Buyer’s acceptance of these Standard Terms & Conditions shall be deemed to have occurred unless written notice of rejection is received by the Company within ten (10) calendar days of the Company’s final acknowledgement of an order. In any event, Buyer’s acceptance of delivery of the services and/or products sold hereunder shall manifest Buyer’s assent to the terms and conditions hereof.

4) **LIMITED WARRANTIES: THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN, ORAL OR ARISING UNDER CUSTOM OF TRADE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**

a) For the purposes of the following warranty (“Warranty”), (a) the period of time the Warranty is in effect is referred to as the “Warranty Term”, (b) all equipment, and parts sold by the Company are referred to as “Equipment”, and (c) any parts that are manufactured or remanufactured by the Company by the process of reverse engineering are referred to as a “Reverse Engineered Parts”. The Company, except as otherwise hereinafter provided, makes the following warranties:

b) **Warranty with Respect to Services.** The Company shall perform the services (the “Services”) described herein in a good and workmanlike manner. In complete satisfaction of its obligation under this warranty, the Company, in its sole discretion, will either correct or replace any Services found to be defective within a Warranty Term of one year beginning on the completion of the Services.

c) **Warranty with Respect to Equipment.** Company warrants that any Equipment operated under normal use and service, shall be free of defects in material and workmanship during a Warranty Term of (a) twelve (12) months from the date the Equipment is placed in service or (b) eighteen (18) months after shipment, whichever is less. The Company’s sole obligation with respect to any defective or non-conforming Equipment, at the Company’s option, is either to repair or to replace it. Notwithstanding the prior sentence, however, the Company, at its option, in completed satisfaction of its obligations hereunder, may refund the purchase price of a Reverse Engineered Part which the Company is unable to repair or replace.

d) **Limitations:** Notwithstanding anything contained herein to the contrary, however, the Company makes no warranty with respect to:

- i) Any original equipment manufacturer’s design.
- ii) any parts or Equipment (“Purchased Parts”) manufactured by others. Purchased Parts are warranted solely by the manufacturer thereof to the extent and in the manner of such manufacturer’s warranty, if any.
- iii) in connection with any Services or Equipment which requires or involves start up, the above warranties are conditioned upon, and subject to, a Company service technician witnessing the final alignment, lifts, and floats.
- iv) the effects of normal wear and tear, corrosion, erosion, abrasion, abnormal temperatures, or flow induced vibration from external influences.

e) **Termination.** The Company’s warranty obligation shall terminate, without the requirement of notice, with respect to any Equipment or repaired part that:

- i) is improperly stored so as to expose it to the elements, dust, or other contaminants or abnormal conditions;
- ii) is repaired or altered, without Company’s written consent;
- iii) if installation is not performed by Company, has been installed incorrectly;
- iv) has been subject to misuse, negligence, or accident;
- v) has not been properly operated or maintained; or

vi) has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications.

f) **Procedures.** The Company’s warranty obligations hereunder are subject to and contingent upon Buyer’s providing Company with prompt written notice of defect or non-conformity after Buyer’s discovery, and in all cases within the Warranty Term. Buyer shall make the defective Equipment or Services available for correction. All defective or non-conforming Equipment must be shipped, at Buyer’s expense, to the Company facility from which the Buyer purchased it or as otherwise may be directed by the Company.

g) **Exclusive Remedy.** The Warranties under this Section are Buyer’s exclusive remedies with respect to defective or non-conforming Equipment, or Equipment that may be both defective and non-conforming.

5) **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, OR EMPLOYEES, SHALL BE LIABLE (JOINTLY OR SEVERALLY) FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, PROFITS, SAVINGS OR REVENUES, DELAY DAMAGES, INTERRUPTION OR LOSS OF PRODUCTION, OR LOSS OF OPPORTUNITY OR BUSINESS WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, INDEMNITY, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY AND NO LIQUIDATED DAMAGES PROVISION SHALL BE APPLICABLE TO ANY SERVICES PERFORMED OR EQUIPMENT SOLD HEREUNDER. THE MAXIMUM LIABILITY OF EITHER PARTY HEREUNDER SHALL NOT EXCEED ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE, EXCEPT FOR CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW.**

6) **Taxes.** All prices exclude taxes of every kind and nature, all which taxes shall be paid by the Buyer unless Buyer provide Company with a proper exemption certificate.

7) **Payment Terms.** Unless otherwise agreed in writing by the Company and Buyer, the terms of payment shall be net sixty (60) days from date of shipment. All payments must be in U.S. dollars. The Company shall have the right of set-off and deduction for any sums owed by Buyer to Company. The Company may, at its election at any time prior to delivery, require payment in advance by Buyer. If shipment is delayed because of Buyer’s action, payment shall become due as of the date when the Equipment is ready for shipment.

8) **Changes.** Any notice or instruction from Buyer received subsequent to the Company’s order acknowledgement, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other items, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any such change or changes by the Company in writing.

9) **Cancellation.** Cancellation of orders by Buyer can only be made with the Company’s prior written consent and upon payment to the Company of reasonable and proper cancellation charges in an amount acceptable to the Company.

10) **Force Majeure.** The Company shall not be liable in any manner for any delay in or impairment of performance or delivery resulting in whole or in part from war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Company; or any other circumstances or cause of any kind beyond the control of the Company or its suppliers. In the event of delay in performance due to any such cause, the delivery date or time for completion of the Services will be extended to reflect the length of time lost by reason of such delay. Buyer’s payment obligations shall not be affected by force majeure events.

11) **Intellectual property.** The Company shall own all intellectual property rights, including but not limited to any patents, trade secrets and copyrights in any drawings, specifications, or inventions authored or created by Company (“Intellectual Property”) in providing Services and Equipment hereunder, or previously authored or created by the Company. Company grants to Buyer a limited royalty free right to use such Intellectual Property for the operation, maintenance and repair of the Equipment or Services on a non-exclusive basis, which right shall not include the use of the Intellectual Property for the reproduction of the Equipment.

12) **Title and Risk of Loss; Delivery.** Title in and risk of loss or damage for all Equipment shall pass to Buyer upon tender of delivery by the Company or its designee to the carrier at the initial shipping point, except that a security interest in the Equipment or any replacement thereof shall remain in the Company until the purchase price has been paid in full. Buyer agrees to perform all acts necessary to perfect and maintain said security interest. The Company shall have no liability for damage to products after delivery to the carrier.

13) **Modification.** These Standard Terms & Conditions may only be modified by a writing signed by an authorized representative of the Company.

14) **Assignment.** Buyer may not assign any quotation or order or any interest therein without the prior written consent of the Company. Any actual or attempted assignment without the Company’s prior written consent shall be void and have no force or effect.

15) **Letter of Credit.** If requested by the Company, Buyer shall furnish the Company with a letter of credit payable in U.S. dollars in the amount and within such time specified by the Company, drawn on a bank acceptable to the Company. The letter of credit shall be confirmed, unconditional, revolving, and irrevocable, and in favor of the Company, for a minimum of three (3) months or the delivery date, whichever is later. If the purchase order calls for installments, the letter of credit shall be replenished, and the term extended to cover each subsequent shipment, at least thirty (30) days prior to the date of subsequent shipments. The letter of credit shall provide those partial shipments against the letter of credit are permitted.

16) **Governing Law.** The terms and conditions applicable to the transaction provided for herein shall be governed by the laws of the State of New York without reference to its conflict of law provisions. The Parties hereby submit to the exclusive jurisdiction of, and venue in, the state and federal courts of Erie County, New York, for all litigation that may brought in connection with said transaction.

17) **Waiver.** No waiver of any of the provisions of these Standard Terms & Conditions shall be deemed to constitute a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver.

18) **Payment Instructions.** The Company’s invoices provide wire transfer instructions specifying Company’s bank and account number. **The Company will never use email to direct customers to wire funds to a different bank or a different account at the same bank.** Buyer should presume that any such email it may receive was neither sent nor authorized by Company, and Buyer agrees: (a) to report any such receipt to Company’s treasury control officer in Chicago, Illinois, at (312) 738-3000, and (b) refrain from making changes to Company’s payment authorization as directed in the email. The Company assumes no responsibility for any payments diverted to an unauthorized account as a result of an email communication purporting to come from the Company, and Buyer agrees to hold the Company harmless for any resulting loss, damage, or expense.

19) **Export Control**

a) Company shall export and/or re-export any “Export Item” (as defined below) in accordance with all applicable export laws. Buyer expressly acknowledges and agrees that it will NOT:

i) divert, use, export, or re-export any Export Items contrary to any applicable export laws and/or export, re-export, or provide any Export Items to any entity or person within any country that is subject to any Sanctions and/or

ii) export, re-export, or provide any Export Item to entities and persons that are ineligible under applicable export laws.

b) The Buyer hereby represents and warrants that it is and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and International Traffic in Arms Regulations. Such requirements include but are not limited to obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software, or technology. Without limiting the generality of the foregoing, the Buyer hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state. The Buyer agrees to indemnify and hold harmless Company from any costs, penalties or other losses caused by, or related to, any violation or breach of the warranties contained in this provision. “Export Item” means any Equipment or Services, including but not limited to, commodities, software or technology provided by Company that is required to be exported or re-exported hereunder.

20) **Entire Agreement.** These Standard Terms & Conditions constitutes the entire agreement of the Parties and supersedes all prior agreements, written or oral, between the Parties with respect to the subject matter thereof.

21) **Severability.** If any term or provision of these Standard Terms & Conditions is invalid, illegal, or otherwise unenforceable, all other conditions and provisions shall

nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party.

APPENDIX C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR
REPLACEMENT OF AN IMPELLER FOR A RAW WATER PUMP
AT VAN DE WATER WTP RAW WATER PUMP STATION
PN 202600185

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (the Authority). All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract.

Insurance Requirements:

a. Workers Compensation:

Part 1: Workers Compensation: Statutory

Part 2: Employers Liability: \$1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2.

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

Certificates of Insurance to be provided to the Authority prior to start of work as follows:

ACORD 25 including copy of Additional Insured Endorsement

Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by the Authority 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to the Authority prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name the Authority, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by the Authority shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Service Team PHONE (A/C, No, Ext): 708-845-3917 E-MAIL ADDRESS: Certificates@thehortongroup.com FAX (A/C, No): 708-845-3001
INSURED Hydro Inc. 834 W. Madison Street Chicago IL 60607-2698	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Co. NAIC # 25615 INSURER B: Navigators Specialty Ins. Co. NAIC # 36056 INSURER C: Fortegra Specialty Insurance Company NAIC # 16823 INSURER D: The Travelers Property Casualty Insurance Company NAIC # 25674 INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2038709395**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC	Y	Y	CH26NP3Z03RRAIC	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	810 2L292312 26 14 G	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	CH26NP3Z03RRAIC	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	Y N/A	UB 9J513494 26 14 G	1/1/2026	1/1/2027	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional E&O			AXC1000164-02	1/1/2026	1/1/2027	Agg/Occ Limit 2,000,000
B	Pollution Liability			CH26NP3Z03RRAIC	1/1/2026	1/1/2027	Limit 1,000,000
D	Property in Transit			Y 630 2B132505 TIL 26	1/1/2026	1/1/2027	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured Continued: BFI Pump Company; Cunningham Group Enterprises, Inc.; York-Cunningham Enterprises, LLC; HydroAire, Inc.; HydroAire Sales, Inc.; HydroAire Service, Inc.; Hydro International; Hydro India PVT, LTD; KJI Hydro, Inc.; Hydro East, Inc.; Hydro Madison Street LLC; 1238 North Kostner, LLC; 1126 West 40th Street, LLC; The Ethel Laris Trust; Hydro South, Inc.; Evans Hydro, Inc.; Evans Pump Equipment Co., Inc. Hydro Parts Solutions, Inc., Hydro Performance Test Lab, Inc., 2250 W. 57th LLC, Hydro Rocky Mountain Inc., Hydrotex Dynamics, Inc., Hydrotex Golden Triangle, Inc. Hydrotex Deer Park, Inc., Hydro-Fairmont Real, Hydro Reliability Services; Santa Fe Enterprises LLC; Hydro East Real Estate LLC; Hydro Centaur; Hydro Rocky Mountain Real Estate LLC; Forsyth McFarland Investments, L.P.
Blanket Additional insured with respects to the general and auto liability on a primary and non-contributory basis only when required by written contract. Blanket Waivers of subrogation applies to the general and auto liability and workers compensation in favor of the stated additional insureds only when required by See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Erie County Water Authority
295 Main Street, Room 350
Buffalo NY 14203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY The Horton Group		NAMED INSURED Hydro Inc. 834 W. Madison Street Chicago IL 60607-2698
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

written contract. Umbrella follows form. (Included in umbrella, general and auto liability workers compensation pollution)
RE: REPLACEMENT OF AN IMPELLER FOR A RAW WATER PUMP AT VAN DE WATER WTP RAW WATER PUMP STATION / PN 202600185
30 day notice of cancellation applies
Erie County Water Authority is additional insured for ongoing and completed operations.

APPROVED/MJM