



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

To: Jerome D. Schad, Chair
Peggy A. LaGree, Vice Chair
Michele M. Ianello, Treasurer

CC: Jennifer L. Hibit, Secretary to the Authority
Charles E. Eaton, Chief Operating Officer
Joyce A. Tomaka, Chief Financial Officer
Jessica R. Brown, Comptroller

From: Mark S. Carney, General Counsel
Leonard F. Kowalski, Executive Engineer
Michael J. Quinn, Director of Distribution

Date: November 10, 2025

RE: Settlement with Hohl Industrial Services, Inc.
ECWA Project No. 201900208; GHD-008

As the Board is aware, numerous issues arose during construction on the Van de Water Water Treatment Plant Residuals Handling Upgrades project (ECWA PN201900208). The project has reached completion, and the Engineering Department began negotiations with the Authority's contractor, Hohl Industrial Services, Inc.

At the end of September, Hohl Industrial Services, Inc. presented a settlement proposal to reach final payment regarding the project. Following the proposal from Hohl, the Legal Department reviewed the claims and presented the Board with the proposal, along with the background of the potential legal issues regarding this project. After consultation with the Board, the Legal and Engineering Departments met with Hohl Industrial Services, Inc. and their counsel. The parties negotiated a proposed full settlement of this matter for \$525,000.

The Legal and Engineering Departments recommend that the Board authorize the full settlement and final payment of \$525,000 to Hohl Industrial Services, along with authorizing the execution of a Mutual Release and Covenant Not to Sue. A copy of the proposed Mutual Release and Covenant Not to Sue has been placed on the Board's Agenda.

Finally, at the Board's meeting on May 15, 2025, the Board authorized a change order to the consultant on this project, GHD Consulting Services, Inc. The Legal and Engineering Departments now recommend that the Board authorize entering into a General Release and Covenant Not to Sue with GHD Consulting Services, Inc., indicating the change order payment as the consideration. A copy of the proposed General Release and Covenant Not to Sue has been placed on the Board's Agenda.

**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



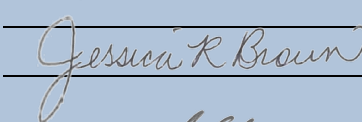
Date: 11/10/2025

Chief Operating Officer



Date: 11/10/2025

Claims Rep. – Risk Manager



Date: _____

Comptroller

Date: 11/10/2025

Director of Administration



Date: _____

Director of Distribution

Date: 11/10/2025

Director of Human Resources

Date: _____

Director of IT

Date: _____

Director of Operations

Date: _____

Director of Planning & Water Supply

Date: _____

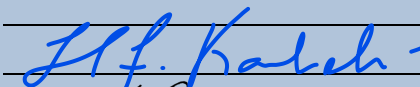
Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer



Date: 11/11/2025

General Counsel (Legal)



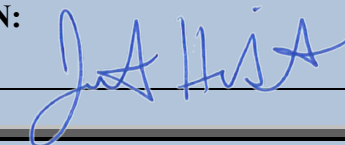
Date: 11/10/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 11/11/25

Remarks: _____

Resolution Date: _____ Item No: _____

GENERAL RELEASE AND COVENANT NOT TO SUE

TO ALL INTERESTED PARTIES, KNOW THAT, **GHD CONSULTING SERVICES** having an address of **285 Delaware Avenue, Suite 500, Buffalo, New York 14202** ("RELEASORS"), for and in consideration of the sum of **\$264,473.30 (TWO HUNDRED SIXTY FOUR THOUSAND FOUR HUNDRED SEVENTY THREE AND 30/100 DOLLARS)**, received from the **ERIE COUNTY WATER AUTHORITY, 295 MAIN STREET, ROOM 350, BUFFALO, NY 14203** ("RELEASEE") by Check No. 229803 dated June 5, 2025, the receipt of which is hereby acknowledged and accepted, releases and forever discharges the **ERIE COUNTY WATER AUTHORITY, 295 Main St, Room 350, Buffalo, NY 14203** the RELEASEES, and RELEASEE'S heirs, successors and assigns, including all of RELEASEES past, present and future commissioners, officers, managers, personnel, members, and directors from any and all claims, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, nuisances, damages, judgments, extents, executions, actions, and demands whatsoever, in law, admiralty or equity, which against the RELEASEES, the RELEASORS, or RELEASORS' heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of all property damage, trespass, nuisance and any other potential claims, tangible or intangible, known or unknown, direct or indirect, from the beginning of the world to the day of the date of this Release, particularly including, all claims or causes of action, either statutory or under the common law, arising from or relating to any loss or damage sustained by RELEASORS relating to ECWA PN201900208 alleged to have been caused or allowed to occur by RELEASEES anytime up to and including the date of execution of this Instrument. RELEASOR warrants and represents that they own the Property or is authorized by the Property owner to execute this Release.

The words "RELEASOR" and "RELEASEES" include all Releasors and all Releasees under this Release.

It is understood and agreed that the consideration paid to RELEASORS hereunder is not to be construed as an admission of any liability, but that the payment was made in compromise and settlement of claims that are in dispute. Including specifically those alleged in this Claim.

GHD Consulting Services and the Erie County Water Authority hereby further covenant and agree not to sue each other for or on account of any Potential Claims arising from ECWA PN201900208, Residuals Handling Upgrades, Van De Water Water Treatment Plant.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute and deliver this General Release and Covenant Not to Sue this 20th day of November, 2025.

ERIE COUNTY WATER AUTHORITY

By _____
Jerome D. Schad, Chair

GHD CONSULTING SERVICES

By _____
Robert P. Lannon, Jr., P.E.,
Vice President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of November, 2025, 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)
COUNTY OF) ss:

On the _____ day of _____, 2025, before me personally came Robert P. Lannon, Jr., P.E., Vice President, to me known, who, being by me duly sworn, did depose and say that he resides in Lewiston, New York, that he is the Vice President of the Corporation described in the above instrument; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Notary Public

MUTUAL GENERAL RELEASE AND COVENANT NOT TO SUE

For and in consideration of the sum of Five Hundred Twenty Five Thousand Dollars (\$525,000) paid by ECWA to Hohl, and for other good and valuable consideration, and intending to be legally bound, **Hohl Industrial Services, Inc.**, individually and as assignee, as subrogee and also on behalf of its successors, assigns, agents, attorneys and insurers (collectively, "Hohl"), on the one hand, and **Erie County Water Authority**, individually and as assignee, as subrogee and also on behalf of its successors, assigns, agents, attorneys and insurers (collectively, "ECWA"), on the other hand, has remised, released and forever discharged and by these presents does for itself and its successors and assigns remise, release and forever discharge each other of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, fixed or contingent, known or unknown, which against the other party or its successors, assigns, agents, attorneys and insurers the said party ever had, now has or which its successors, assigns, agents, attorneys and insurers hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world through the date hereof.

In furtherance and not in limitation of the above, Hohl and ECWA release and discharge each other and their successors, assigns, agents, attorneys and insurers from all claims, counterclaims and damages, including without limitation liquidated damages and special damages, that could have been claimed, assessed or asserted in connection with ECWA Project No. 201900208. Said claims, counterclaims and damages are referred to collectively as the "Potential Claims."

Hohl and ECWA hereby further covenant and agree not to sue each other for or on account of any Potential Claims.

Special Clauses

1. Notwithstanding anything to the contrary herein, neither the terms nor the existence of this General Release shall apply to, alter, impair or affect the contract between Hohl and ECWA identified as ECWA Contract No. 24-18-10 [ECWA Project No. 202400030].
2. Pursuant to the terms of its contract with ECWA, Hohl agrees to provide ECWA with all necessary subcontractor lien waiver and O&M Manuals prior to the ECWA's release of the \$525,000 consideration identified above.
3. Notwithstanding anything to the contrary herein, this General Release shall be held in escrow, and shall be deemed held in escrow, pending Hohl's receipt, in immediately available funds, of the \$525,000 consideration identified above. Upon Hohl's receipt of said consideration in immediately available funds this General Release shall be deemed released from escrow and shall become operative.

4. Notwithstanding the terms of this General Release, each party represents, warrants and covenants to and with the other party as follows: [i] all necessary action to authorize and approve the settlement effected hereby, to approve this General Release and to pay the consideration identified herein has been taken, and this General Release constitutes the valid and binding obligation of said party, [ii] beyond those acts already taken and those approvals already obtained to authorize the execution and delivery of this General Release, no additional acts or approvals are required for this General Release to bind said party and constitute the legal obligation thereof, and [iii] the person signing this General Release on behalf of a party has full power and authorization to sign and deliver this General Release on behalf of said party and to bind said party to the terms hereof.

IN WITNESS WHEREOF, each party has caused its duly authorized representative to execute and deliver this Mutual General Release and Covenant Not to Sue this ____ day of November, 2025.

Hohl Industrial Services, Inc.

By: _____
Thomas Santulli, President

Erie County Water Authority

By: _____
Jerome D. Schad, Chair

[acknowledgments on next page]

STATE OF NEW YORK :
 : ss.:
COUNTY OF ERIE :

On the _____ day of November, in the year 2025, before me, the undersigned, a notary public in and for said state, personally appeared **Thomas Santulli**, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public

STATE OF NEW YORK :
 : ss.:
COUNTY OF ERIE :

On the _____ day of November, in the year 2025, 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