



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

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

Cc: Jennifer L. Hibbit, Secretary to the Authority
Joyce A. Tomaka, Chief Financial Officer
Charles E. Eaton, Chief Operating Officer
Leonard F. Kowalski, Executive Engineer

From: Mark S. Carney, General Counsel

Date: October 14, 2026

Subject: Engagement Letter with Lippes Mathias (Amstar of WNY v. ECWA)

As the Board is aware, the Authority has been served with a NYS Supreme Court Summons and Complaint by Amstar of Western New York. Due to the complex nature of the complaint. General Counsel and Senior Associate Attorney, Katherine A. Gillette, recommend the law firm of Lippes Mathias LLP as they have experience and expertise in this matter.

After review of the engagement letter, I recommend that the Board authorize Chairman Schad to execute same.

MSC:mes

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

Requestor/Project Mgr.: Mark S. Carney Project No.: _____

Document Name/Description:

Item Description: Choose one: Agreement

Other: _____

Action Requested: Choose one: Execution by Chair

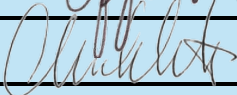
Other: _____



If Applicable, the MPO Amendment Form has been submitted to Central Purchasing.

APPROVED AS TO CONTENT:

✓Required Approvals:

☒	Chief Financial Officer		Date: <u>10/14/2026</u>
☒	Chief Operating Officer		Date: <u>10/14/2026</u>
☐	Claims Rep. – Risk Manager	_____	Date: _____
☐	Comptroller	_____	Date: _____
☐	Director of Administration	_____	Date: _____
☐	Director of Distribution	_____	Date: _____
☐	Director of Human Resources	_____	Date: _____
☐	Director of Cybersecurity & IT	_____	Date: _____
☐	Director of Planning & WS	_____	Date: _____
☐	Director of Production	_____	Date: _____
☐	Director of Water Quality	_____	Date: _____
☒	Executive Engineer		Date: <u>10/14/2026</u>
☒	General Counsel (Legal)		Date: <u>10/14/2026</u>
☐	Sr. Director of Operations & Infra.	_____	Date: _____
☐	Other:	_____	Date: _____

APPROVED FOR BOARD RESOLUTION

Secretary to the Authority  Date: 10/14/2026

Remarks: _____

Resolution Date: _____ Item No: _____

October 14, 2026

VIA E-MAIL:

Mark S. Carney, General Counsel, Erie County Water Authority (mcarney@ecwa.org)

Re: *Authority Legal Representation*

Dear Mr. Carney:

Please allow this correspondence to serve as a summary of proposed terms of Lippes Mathias, LLP's (the "Firm") representation of the Erie County Water Authority (the "Authority"), including the scope of services the firm will provide pursuant to this engagement and the agreed-upon fee and billing arrangements, along with other additional matters.

Scope of Engagement

We will serve as attorneys to the Erie County Water Authority and will represent it in any and all legal matters related to the matter(s) of *Amstar of WNY, Inc. v. ECWA*. Should you request our assistance with respect to other matters, the scope of that engagement, the services we will provide, and any other relevant information will be the subject of a separate written acknowledgment (which may also be communicated by email) by our Firm and the Authority that relates specifically to such other matters, but which may incorporate the other terms of this letter of engagement by reference.

Fees and Cost

My partner, Jennifer C. Persico, will be coordinating attorney of all activities concerning this engagement, but the Authority is engaging the Firm as a whole and not any individual attorney. As necessary or appropriate, we will draw upon the talents and experience of other Firm attorneys, professionals, and staff in providing services relating to any matter.

The Firm's fee is based on the time spent by the attorneys and legal assistants who work on a matter. Our hourly billing rates per this retainer are as follows: \$325.00 for partners, \$275.00 for associates and \$125.00 for paralegals. All legal fees and expenses shall be billed monthly at the hourly rates set forth above. We have waived the requirement for an initial retainer with respect to these matters, but reserve the right to require one if we deem it appropriate in the future, depending on the matter.

John J. Flynn | Partner | jflynn@lippes.com

50 Fountain Plaza, Suite 1700, Buffalo, NY 14202 **Phone:** 716.853.5100 **Fax:** 716.853.5199 **lippes.com**

New York: Albany, Buffalo, Clarence, Long Island, New York City, Rochester, Saratoga Springs // **Florida:** Jacksonville // **Illinois:** Chicago
Ohio: Cleveland // **Oklahoma:** Oklahoma City // **Ontario:** Greater Toronto Area // **Texas:** San Antonio // **Washington, D.C.**



You may make any future payments via wire transfer to the following address:

Accountholder Name: **LIPPES MATHIAS LLP**
50 Fountain Plaza, Suite 1700
Buffalo NY 14202

Account Number: 329681385822
ACH/Wire Routing Number: 021300077
SWIFT Code: KEYBUS33

BANK NAME: **KEYBANK NATIONAL ASSOCIATION**
4910 TIEDEMAN ROAD
BROOKLYN, OH 44144

Additionally, in the course of the representation, we may incur certain costs such as document reproduction, overnight mail, travel, etc. In litigation matters, such expenses may also include filing fees, deposition cost, process servers, court reporters and witness fees. You also agree to pay the charges for copying documents for retention in our files. These disbursements and others will also be billed monthly. Prior to the engagement of any independent consultant or experts, we will notify you of our recommendations to retain such an independent consultant or expert and obtain your approval prior to incurring any costs for such a purpose.

If you fail to pay our bills promptly, we will have the right to cease performing further work and withdraw from the representation. Additionally, it is our responsibility to inform you that New York State has a procedure for arbitration (and in some cases mediation) of fee disputes which may arise between lawyers and clients in civil matters, with some exceptions. We will provide you with additional information regarding this procedure if you so desire.

Authority's Responsibilities

In order for us to represent you effectively, you agree to cooperate fully with us in all matters relating to your case, and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request. You will also make yourself reasonably available to attend meetings, conferences, hearings and other proceedings. The Firm also requires that payment of its statements for services and expenses are kept current as stated above.

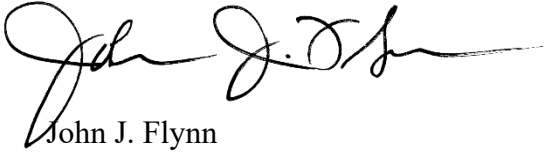
If you have any questions concerning this matter, please do not hesitate to contact me.



We look forward to working with you and appreciate the opportunity to represent the Erie County Water Authority. As an expression of your agreement to these terms, we ask that you sign this letter where indicated and return it to our firm. We thank you again for the opportunity to be of service to you.

Very truly yours,

LIPPES MATHIAS LLP



John J. Flynn

AGREED and ACCEPTED to
this ____ day of October, 2026

Erie County Water Authority

By: _____

Name: _____

Title: _____