



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

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

Cc: Jennifer L. Hibit Secretary to the Authority
Joyce A. Tomaka, Chief Financial Officer
Molly Jo Musarra, Claims Representative/Risk Manager

From: Mark S. Carney, General Counsel

Date: August 10, 2026

Subject: Albano Settlement Agreement & Release

As the Board is aware, there has been a history of a leak at property located at 480 French Road in Cheektowaga, New York. The Authority's Legal Department, in consultation with the Secretary, Engineering Department and Finance Department, have worked with the homeowner to resolve the issues surrounding the leak. The leak is repaired. In the time leading up to the repair, the property owner had accrued charges for approximately 9,598,000 gallons of water.

In an effort to resolve the dispute between the Authority and the property owner, the Legal Department now recommends that the Board approve and execute the attached Settlement Agreement and Release.

MSC:kag

**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

Oppe Intine

Date: 9/4/2026

Chief Operating Officer

Alankil

Date: 09/04/2026

Claims Rep. – Risk Manager

Molly Sp Musarra

Date: 08/10/2026

Comptroller

Date: _____

Director of Administration

Date: _____

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: 08/10/2026

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority

John A. Hista

Date: 9/4/2026

Remarks: _____

Resolution Date: _____ Item No: _____

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Releases (herein “Agreement”) is made effective as of the date it is fully executed (“Effective Date”), by and between the ERIE COUNTY WATER AUTHORITY (herein the “Authority”), a public benefit corporation with offices at 295 Main Street, Room 350, Buffalo, New York 14203, and JOANNE ALBANO (herein the “Homeowner”) residing at 450 French Rd., Cheektowaga, NY 14227 as the owner of 480 French Rd., Cheektowaga, NY 14227. The Authority and Joanne Albano are each also referred to as “Party” or collectively as “Parties” herein.

WHEREAS, the Authority is empowered by its enabling statute, Article 5, Title 3, of the New York Public Authorities Law, to operate and manage the Erie County Water Authority District, which district includes the Town of Cheektowaga, among other jurisdictions not at issue here,

WHEREAS, in accordance with the Authority’s enabling statute, the Authority’s Tariff, adopted annually by the Authority’s Board of Commissioners, sets the Authority’s rates, fees, and charges,

WHEREAS, beginning with the billing quarter ending November 1, 2021 there was a substantial increase in water consumption at 480 French Rd in the Town of Cheektowaga. This property is owned by Joanne Albano. The consumption at this address continued to increase each quarter reaching 1,332,000 gallons for the billing cycle ending May 3, 2025.

WHEREAS, at all relevant times, the Homeowner was advised that there was a leak on their “service line” and the repair of the leak was the Homeowner’s responsibility,

WHEREAS, the Homeowner refused to make the repairs and the leak continued resulting in a loss of approximately 9,793,000 gallons of water.

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WHEREAS, the Authority determined that, in order to prevent the future loss of water it was in the best of interest of the Authority to investigate the leak and repair the leak. The repair was made and the meter was changed, at the Authority's expense, on June 20, 2025. The leak was found to be on the Homeowner's side of the service outside the tile set.

WHEREAS, the Authority has agreed, in an effort to settle this dispute, to adjust the Homeowner's quarterly bills beginning June, 2021 through August, 2025 by using a Three (3) year average from prior to the leak occurring.

WHEREAS, the Parties wish to settle their disputes and dismiss and forego any and all claims and counterclaims between them that were, or could have been brought, whether known or unknown, as well as any disputes based on or arising out of any matter, cause, act, or omission that occurred up through the Effective Date of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum and sufficiency of which are hereby acknowledged, the Parties acknowledge that this Agreement constitutes a full and final settlement of any and all Actions and Counterclaims and any statutory or other rights that either party may have against the other and, intending to be bound by the terms hereof, agree as follows:

1. Settlement.

a. In full satisfaction of all charges billed to the Erie County Water Authority Account Number 21705700-0 associated with water usage at 480 French Rd. in the Town of Cheektowaga and owned by Joanne Albano, Homeowner's account will be credited with 9,598,000 gallons of water. This credit is based on a re-calculation of water usage using a three (3) year prior to the leak's average consumption.

b. For avoidance of any doubt, this Agreement does not relieve Homeowner of any regular water charges and fees billed to Homeowner relative to the property located at 480

French Rd. in the Town of Cheektowaga on any Authority Invoice subsequent to the August 2, 2025 Bill.

c. This settlement agreement is contingent upon the homeowner being current on the water bill, account number 21705700-0, at the time of acceptance by the Authority.

2. **Release**

JOANNE ALBANO having an address of **450 French Rd., Cheektowaga NY** and as the **OWNER** of **480 French Rd., Cheektowaga, NY** (“RELEASOR”), in exchange for valuable consideration received from the **Erie County Water Authority, (“RELEASEE”)**, as contained in the settlement agreement which is acknowledged and accepted, releases and forever discharges the **ERIE COUNTY WATER AUTHORITY, 295 Main St, Room 350, Buffalo, NY** the RELEASEE, 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 RELEASOR related in any way to the property located at **480 FRENCH RD., CHEEKTOWAGA, NY**, and the water bill associated therewith alleged to have been caused or allowed to occur by RELEASEES anytime up to and including the date of execution of

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this Instrument. RELEASOR warrants and represents that she owns 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.

The claim identified in this release is inclusive of any and all liens, known or unknown, and the RELEASOR shall be solely responsible for any such liens.

This RELEASE may not be changed without express written consent of the Authority.

3. For avoidance of doubt, nothing herein shall be construed as releasing or limiting The Parties' obligations under this Agreement.

4. No Admissions as to Liability. The Parties acknowledge and agree that this Agreement is a compromise of disputed claims and/or potential claims, and that neither this Agreement, nor any consideration provided pursuant to this Agreement, shall be taken or construed to be an admission or concession by The Authority of any kind with respect to any fact, allegation of wrongdoing, liability, or fault, all such liability being expressly denied. Rather, the Parties have entered the Agreement to amicably compromise their differences, and to avoid the uncertainty, expense, and burden of further litigation.

5. Governing Law & Jurisdiction. This Agreement is governed by and shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law. Any action or proceeding concerning this Agreement shall be brought only in state or federal courts located in the County of Erie, New York, and the Parties irrevocably consent to such courts as the exclusive venue/forum for any action or proceeding concerning this Agreement.

6. Successors and Assigns. This Agreement will inure to the benefit of and will be binding upon the successors and assigns of each Party hereto.

7. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties and supersedes any and all prior agreements, arrangements, negotiations, understandings, statements, or representations between the Parties relating to any subject related to the Action and/or the claims that have or could have been brought therein. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist.

8. Modification. No modification, amendment, or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, will be binding upon any party hereto unless made in writing and signed by both parties.

9. Counterparts; Facsimiles; Digital. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Evidence of execution of this Agreement may be exchanged by facsimiles or digital means, such as .pdf provided by electronic mail, and such signature will be binding as though it were original.

[SIGNATURE PAGES FOLLOW]

ERIE COUNTY WATER AUTHORITY

By: _____
JEROME D. SCHAD,
Chair of the Erie County Water Authority
Board of Commissioners

Dated: _____, 2026

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

On the ____ day of _____, 2026, before me personally appeared **Jerome D. Schad**, Chair of the Board of Commissioners of the Erie County Water Authority, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Settlement Agreement and Release, who being by me duly sworn did depose and say that was authorized by the Erie County Water Authority to execute said instrument, and that he did execute same on behalf of the Erie County Water Authority, in his official capacity, for the purposes and consideration therein expressed on its behalf.

Notary Public

JOANNE ALBANO

Dated: _____, 2026

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

On the ____ day of _____, 2026, before me personally appeared **JOANNE ALBANO**, known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within Settlement Agreement and Release, who being by me duly sworn did depose that she did execute same for the purposes and consideration therein expressed.

Notary Public