




# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

July 11, 2025

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

From: Joyce Tomaka, Chief Financial Officer 

Subject: Professional Service Agreement with Capital Markets Advisors, LLC  
PN 202200071

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At the meeting of July 21, 2022, the Board approved a professional service agreement for financial advisory services with Capital Markets Advisors, LLC ("CMA"). This agreement is due to expire on July 31, 2025.

In accordance with Sections 3.02 and 5.01, the agreement allows for two additional one-year extensions at the sole discretion of the Authority at mutually agreed upon terms.

CMA has submitted a letter (attached) to exercise the first one-year extension maintaining all agreed upon terms and conditions of the agreement.

The Authority is very pleased with CMA's services and wishes to extend the contract for one year through July 31, 2026. There is a resolution for the meeting of July 23, 2025 approving the execution of the first contract amendment to extending for an additional year.

Thank you.

### **O&M Budget Information:**

Unit: 4015

Line Item Nos.: 19 – Payments to Contractors – Other  
51 – Corporate and Fiscal Expense

**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: 07/10/2025

Chief Operating Officer \_\_\_\_\_ Date: \_\_\_\_\_

Claims Rep. – Risk Manager \_\_\_\_\_ Date: 7/10/2025

Comptroller \_\_\_\_\_ Date: 7/10/2025

Director of Administration \_\_\_\_\_ Date: 07/10/2025

Director of Distribution \_\_\_\_\_ Date: \_\_\_\_\_

Director of Human Resources \_\_\_\_\_ Date: \_\_\_\_\_

Director of IT \_\_\_\_\_ Date: \_\_\_\_\_

Director of Production \_\_\_\_\_ Date: \_\_\_\_\_

Director of Water Quality \_\_\_\_\_ Date: \_\_\_\_\_

Executive Engineer \_\_\_\_\_ Date: \_\_\_\_\_

General Counsel (Legal) \_\_\_\_\_ Date: 7/10/2025

Other: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED FOR BOARD RESOLUTION:**

Secretary to the Authority \_\_\_\_\_ Date: 7/14/2025

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



4211 North Buffalo Rd. / Suite 19  
Orchard Park, New York 14127  
Phone 716-662-3910 / Fax 716-662-6684

June 25, 2025

Joyce Tomaka  
Chief Financial Officer  
Erie County Water Authority  
295 Main Street, Room 350  
Buffalo, New York 14203

**Re: Financial Advisory Services – Contract Renewal**

Dear Joyce:

On behalf of Capital Markets Advisors, LLC, ("CMA"), we would be delighted to continue to provide financial advisory services to the Erie County Water Authority pursuant to terms of the existing contract which allows for two (2) additional one-year extensions beginning July 31, 2025. CMA has served as the Financial Advisor to the Authority since May 2016, and during that time we have become very familiar with the credit profile, debt issuance practices, and personnel. We hope that the Authority will agree that CMA has brought added value to the Authority while delivering services in an extremely attentive and professional manner.

CMA is an independent municipal advisory firm, registered by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"), serving the needs of local governments, school districts and public authorities throughout New York State (the "State") from our offices in Orchard Park and on Long Island. The CMA team is routinely ranked among the most active financial advisors in the State and the nation. Through 2024, CMA was ranked by Thompson Reuters among the 15<sup>th</sup> most active financial advisors in the country and one of the most active advisors in the State. Having served a client base of over 180 school districts and 250 municipalities and public authorities including the big four cities of Buffalo, Rochester and Yonkers, CMA personnel are particularly well suited to deliver all of the financial advisory services required by the Authority.

During the past four years the Authority has been, and continues to be one of our most important clients. We wish to continue this relationship over the next several years by providing you and your team with sound financial advice as it relates to strategic financial planning and debt management. Please find attached herein our fee schedule which is the same as our original contract from May 2016.

Sincerely,  
Capital Markets Advisors, LLC

A handwritten signature in black ink, appearing to read "Rick Ganci", is written over a light blue horizontal line.

Rick Ganci  
Executive Vice President and Principal  
rganci@capmark.org

**For the period July 31, 2025 to July 31, 2026**

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**Cost Proposal**

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- A. For Bond and Revenue Anticipation Note Issues: a base fee of \$4,500 plus \$0.20 per each \$1,000 of par amount of notes issued.
- B. For Bond Issues: a base fee of \$5,000 plus \$0.70 per each \$1,000 of par amount of notes issued with a minimum fee of \$24,500 and a maximum fee of \$74,500.
- C. Continuing Secondary Market Disclosure, including all Material Event Notices, if requested: \$2,000.
- D. For additional services not related to note and bond issues, for example arbitrage rebate analysis and bidding of open market securities, \$195/hour.
- E. Authority will pay normal issuance costs such as the printing of preliminary and final official statements, notices of sale, postage, photocopying, overnight delivery charges, bond counsel, general counsel, rating agency, legal advertising and other associated issuance expenses.

**Required Regulatory Disclosure**

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission (“SEC”); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov); and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

**MSRB Rule G-42 Disclosure Duties of Non-Solicitor Municipal Advisors**

Municipal Securities Rulemaking Board (“MSRB”) Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission (“SEC”); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is [www.msrb.org](http://www.msrb.org) and the website for the SEC is [www.sec.gov](http://www.sec.gov); and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

**MSRB Rule G-42 Disclosure Duties of Non-Solicitor Municipal Advisors**

**Conflicts of Interest Disclosure**

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material, undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- A municipal advisor, including CMA, that is compensated via a contingency fee agreement, has a material conflict of interest arising from compensation for municipal advisory activities performed that are contingent on the size or closing of such transaction for which it is providing advice. Contingency fee agreements are not uncommon or illegal, but the inherent, material conflict of interest that results from such an agreement must be disclosed to the client according to Rule G-42.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

#### **Information Regarding Legal Events and Disciplinary History Disclosure**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website ([www.sec.gov](http://www.sec.gov)).

#### **Future Supplemental Disclosures**

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES**

AMENDMENT, effective July 23, 2025, to the Professional Services Agreement, effective July 21, 2022, by and between:

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority,” and

**CAPITAL MARKETS ADVISORS, LLC**  
4211 N. Buffalo Road, Suite 19  
Orchard Park, New York 14127

hereinafter referred to as “Contractor.”

**WHEREAS**, on July 21, 2022, the Authority awarded Capital Markets Advisors, LLC a professional services agreement for professional financial advisory services (the “Contract”) for a three-year term, beginning August 1, 2022; and

**WHEREAS**, the Contract provides for services to be provided to the Authority, as described in the Contract, from August 1, 2022 through July 31, 2025; and

**WHEREAS**, in accordance with Article 5, Paragraph 5.01 of the Contract, the parties may agree in writing to extend the term of the Contract for two additional one (1) year terms, at the sole discretion of the Authority, at mutually agreed upon terms and conditions; and

**WHEREAS**, the Consultant has agreed that the pricing set forth in the original contract will remain in effect through July 31, 2026 should the parties agree to extend the term of the Contract for a one-year term; and

**WHEREAS**, in accordance with Article 3, Paragraph 3.02 of the Contract, any modification or variation from the terms of the Contract must be in writing, authorized by a resolution of the Board of Commissioners of the Authority (the “Board”), and signed by all parties; and

**WHEREAS**, in accordance with Article 3, Paragraph 3.06 of the Contract, the Consultant agrees to provide Certificates of Insurance certifying required coverage; and

**WHEREAS**, the Consultant has requested a one-year extension under the same terms as the previous Contract; and

**WHEREAS**, the Authority's Chief Financial Officer has reviewed the request to extend the Contract under the same terms and conditions, and recommends extending the Contract; and

**WHEREAS**, the parties wish to extend the Contract for a one-year period from August 1, 2025 through July 31, 2026.

**NOW, THEREFORE**, in consideration of mutual promises herein set forth, the parties agree to the following:

(1) All terms and conditions of the agreement shall continue in effect until July 31, 2026; and

(2) Proof of insurance as described in Paragraph 3.06 of the Contract will be provided within thirty (30) days of the execution of this agreement; and

(3) The parties agree all other terms and conditions of the Contract shall remain without change or amendment; and

(4) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

**IN WITNESS WHERETO**, the parties hereto have caused this Amendment No. 1 to be signed by their respective duly constituted officers, attested and sealed pursuant to proper authority.

**ERIE COUNTY WATER AUTHORITY**

By \_\_\_\_\_  
Jerome D. Schad, Chair

**CAPITAL MARKETS ADVISORS, LLC**

By \_\_\_\_\_  
Rick Ganci, Executive Vice President and  
Principal

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

On the \_\_\_\_ day of July, 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 the 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 he signed his name thereto by the authorization of the Board of Commissioners for the Erie County Water Authority.

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Notary Public

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me personally came Rick Ganci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed within the instrument and acknowledged to me that he executed the same in his capacity as Executive Vice President and Principal of the company described in the above instrument, that by his signature he executed the instrument by order of said LLC, and that he made such appearance before the undersigned.

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Notary Public