



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

March 9, 2026

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

From: Joyce Tomaka, Chief Financial Officer 

Subject: Professional Service Agreement for Rate Consulting Services

On January 9, 2026, the Finance Department issued a request for proposal for Rate Consulting Services. The RFP was posted on the Authority's website and sent to the following firms:

- Amawalk Consulting Group
- Bowman
- Raftelis
- Tangibl Group, Inc.

Three companies submitted proposals – Amawalk Consulting Group, Raftelis and Tangibl Group, Inc. There were no other respondents.

Responses were reviewed by the RFP committee, and it was agreed that the Authority should award a professional service contract to Amawalk Consulting Group due to the completeness of their proposal and their competitive hourly rates.

Attached is a professional services contract for the three-year period beginning April 1, 2026, through March 31, 2029. The hourly rates are listed on pages 4 and 5 of the contract and are inclusive of the amount not to exceed of \$160,000 for the three-year period (including expenses).

Please consider approval of the contract at the March 19, 2026 Board Meeting.

**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: 03/09/2026
Chief Operating Officer	_____	Date: _____
Claims Rep. – Risk Manager		Date: 3/10/2026
Comptroller	_____	Date: _____
Director of Administration		Date: 03/10/2026
Director of Distribution	_____	Date: _____
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: _____
General Counsel (Legal)		Date: 3/10/2026
Other: _____	_____	Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority  Date: 03/10/2026

Remarks: _____

Resolution Date: _____ Item No: _____

**PROFESSIONAL SERVICES AGREEMENT
FOR RATE CONSULTING SERVICES**

This Agreement, effective as of March 19, 2026 (“Effective Date”), by and between

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

hereinafter referred to as the “Authority,” and

AMAWALK CONSULTING GROUP, LLC
48 Wall Street, Suite 1100
New York, New York 10005

hereinafter referred to as “Consultant.”

WHEREAS, the Authority desires to enter into an agreement with the Consultant for rate consulting services, upon the terms and for the consideration set forth in this Agreement; and

WHEREAS, the Consultant represents it is properly qualified to render such services;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Authority and Consultant agree as follows:

ARTICLE 1 – SERVICES OF CONSULTANT

1.01 Standard of Performance

- A. ***Standard of Care:*** The Consultant shall perform its services under this Agreement in a manner consistent with the level of care and skill customarily exercised by other professionals with the same degree of knowledge and experience under similar circumstances. The Consultant will be responsible to the Authority for errors or omissions in the performance of services and for the failure to perform its services.

- B. ***Technical Accuracy:*** The Authority shall not be responsible for discovering deficiencies in the technical accuracy of Consultant’s services. Consultant shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Authority-furnished information.

1.02 Compliance with Laws and Regulations, and Policies and Procedures

- A. The Authority and the Consultant shall comply with all applicable federal, state, or local laws and regulations and all applicable Authority policies and procedures.
- B. The Consultant shall comply with the provisions set forth in Public Authorities Law §§ 2875, 2876, and 2878 of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Public Authorities Law forms, a copy of which are attached to, and incorporated in, this Agreement as Appendix A.
- C. The Consultant shall comply with the provisions set forth in State Finance Law §§ 139(j) and 139 (k). In response to the Authority's Request for Proposals, the Consultant submitted and signed Forms A, B, and C, copies of which are attached to, and incorporated in, this Agreement as Appendix A.
- D. By executing this Agreement, the Consultant affirms under penalties of perjury, that there was no collusion in the proposal submitted to the Authority, upon which forms the basis of this Agreement.
- E. The Consultant shall comply with the provisions of the Human Rights Law (Executive Law §290, *et. seq.*) and Labor Law § 201-g of the laws of the State of New York. In response to the Authority's Request for Proposals, the Consultant submitted and signed the Statement Regarding Prevention of Unlawful Discriminatory Practices, a copy of which is attached to, and incorporated in, this Agreement, as Appendix A.
- F. The Consultant shall comply with the provisions of the Shield Act, codified at General Business Law § 899-aa of the laws of the State of New York.
- G. The Authority shall provide the Consultant in writing any and all Authority policies and procedures applicable to the Consultant's performance of services under this Agreement. The Consultant agrees to comply with such policies and procedures to the extent compliance is not inconsistent with professional practice requirements.
- H. If the Consultant, its employees, agents and/or subcontractors, wish to access any Authority property, they must notify the Authority's Security Officer and provide the following information: (a) government-issued photo identification for all site visitors; (b) a detailed 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. While on Authority property, the Consultant's employees, representatives and engineers shall comply

with the specific applicable security and access rules established by the Authority's Security Officer.

1.03 Whenever the Authority is operating under a Declaration of Emergency due to a pandemic, the Consultant, its employees, and agents shall comply with all health safety rules and regulations adopted by the State of New York, the County of Erie, or the Authority including, but not limited to, completing a health screening questionnaire, using personal protective face masks, or complying with any testing or vaccination requirements, before entering any Authority property.

1.04 *Scope of Services*

- A. The Consultant agrees and represents it will provide services relating to rate consulting services relative to rate analysis, revenue forecasting, and customer service programs, as needed, as set forth in its response to the Authority's Request for Proposals, which is hereby incorporated and included in this Agreement as Appendix B.
- B. The Consultant agrees to evaluate the Authority's current rate structure, at least annually, to ensure it meets the Authority's revenue requirements, including capital plan financing assumptions, and to make recommendations for changes, if necessary;
- C. The Consultant agrees to prepare a report on the effectiveness of the current rate structure, outlining recommended changes, if any, and present findings to the Board, at least annually;
- D. The Consultant agrees to assist in preparing required documentation in the event of a bond issuance;
- E. The Consultant agrees to provide advice and recommendations during the Authority's annual budget preparation in or around August and September, annually;
 - 1. The Consultant shall provide a comprehensive analysis of proposed Operating and Maintenance revenues and Capital spending for the upcoming budget year;
 - 2. The Consultant shall provide a multi-year rate and spending projection for future planning purposes;
- F. The Consultant agrees to attend meetings with the Authority's management and to present findings to the Board;
 - 1. The Consultant shall meet with Authority management multiple times during annual budget preparations;

2. The Consultant shall present its findings regarding the Authority’s budget at either a monthly Board Meeting or a Budget Hearing at least once during annual budget preparations;
 3. The Consultant’s attendance at such management meetings and presentations to the Board may be either remote or in-person, at the Authority’s discretion;
- G. The Consultant agrees to provide related consulting services, if needed and as requested by the Authority;
1. Upon authorization from the Authority, the Consultant shall provide related consulting services, as requested;
 2. Prior to undertaking work on a requested task, the Authority may request that the Consultant provide an estimate of time (broken down by title) and fees and expenses to complete the task;
 3. The Consultant shall coordinate with the Authority’s Chief Financial Officer or Comptroller regarding the scope of the requested task and deliverables related to the requested task prior to commencing work.

ARTICLE 2 – PAYMENT FOR SERVICES

2.01 The Consultant shall submit periodic invoices to the Authority, detailing the description of the services rendered to the Authority, in a form acceptable to the Authority’s Chief Financial Officer and/or Comptroller.

2.02 Costs for the services provided under this Agreement shall be billed at the following rates:

Title	Rates for 4/1/2026 – 3/31/2027	Rates for 4/1/2027 – 3/31/2028	Rates for 4/1/2028 – 3/31/2029
Amawalk President/Managing Director	\$281.00	\$289.00	\$298.00
Amawalk Project Manager	\$220.00	\$227.00	\$234.00
B&V Managing Director	\$345.00	\$355.00	\$366.00
B&V Principal Consultant	\$320.00	\$330.00	\$340.00
B&V Manager	\$265.00	\$273.00	\$281.00
B&V Consultant	\$240.00	\$247.00	\$254.00
B&V Senior Analyst	\$180.00	\$185.00	\$191.00

B&V Analyst	\$160.00	\$165.00	\$170.00
B&V Administrative	\$90.00	\$93.00	\$96.00

2.03 Payments for services will be based on detailed actual hours worked. Expenses will be reimbursed upon presentation of paid receipts. Payments for services and expenses shall not exceed a total of \$160,000.00 for the services specified in parts A. through F. of 1.04 of this Agreement for the three-year period. If the Authority desires other related services such as a Cost of Service Study, a Report and Opinion for inclusion in the Offering documents for a bond issue, or other work not included in parts A. through F., the Consultant will reach agreement with the Authority to define the scope of such additional services and the associated not-to-exceed budget in advance of conducting such work, pursuant to part G. of Section 1.04. Such not-to-exceed budget for services performed under part G. of Section 1.04., if any, shall be separate from and in addition to the not-to-exceed budget for work performed under parts A. through F. of 1.04 of this Agreement.

2.04 Upon receipt of a properly submitted invoice, the Authority will remit payment within 30 calendar days.

ARTICLE 3 – GENERAL PROVISIONS

3.01 Subcontract and Assignments: The Consultant may not subcontract or delegate any of the work, services, and/or other obligations of the Consultant without the express written consent of the Authority’s Executive Staff. The Authority expressly consents to the use of Black & Veatch (B&V) Corporation as subcontractors. The Authority and the Consultant bind themselves and their successors, administrators and assigns to the terms of this Agreement. The Consultant shall not assign, sublet or transfer its interest in the Agreement without the written consent of the Authority.

1.02 Amendments: Any modification or variation from the terms of this Agreement must be in writing, authorized by a resolution of the Board of Commissioners of the Authority, and signed by all parties to be effective.

3.03 Right to Terminate: The Authority reserves the right to terminate the Consultant’s services at any time, without cause, based on seven (7) days' written notice. Consultant shall not be entitled to lost profit and shall perform only such services, after notification of termination, as the Authority directs.

3.04 Indemnification:

- A. To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney’s fees, and cost of defense) to which the Authority, its officers, directors and employees may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful

misconduct of the Consultant's performance of services provided under this Agreement or anyone for whom the Consultant is legally liable.

- B. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Consultant harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, consultants or anyone for whom the Authority is legally liable.

3.05 Confidential Information:

- A. To assist the Consultant in the performance of this Agreement, the Authority may provide the Consultant with confidential information including, but not limited to information relative to the services to be performed. All information received by the Consultant in any fashion and under any conditions resulting from the rendering of the services in consideration of this agreement, are considered confidential. The Consultant shall hold in confidence and not disclose to any person or any entity, any information regarding information learned during the performance of services including but not limited to information relative to the services to be performed.
- B. The Consultant shall use at least the same degree of care to protect and prevent unauthorized disclosure of any confidential information as it would use to protect and prevent unauthorized disclosure of its own proprietary information. The Consultant shall use confidential information only in the performance of this Agreement. No other use of the confidential information whether for the Consultant's benefit or for the benefit of others shall be permitted.
- C. All data and information in any format submitted or made available to the Consultant by the Authority or any other person on behalf of the Authority, unless otherwise publicly available, and all data and information, and other work developed by the Consultant under this Agreement, shall be utilized by the Consultant solely in connection with the performance of services under this Agreement only and shall not be made available by the Consultant to any other person.
- D. In no event is the Consultant authorized to disclose confidential information without the prior written approval of the Authority. Consultant may provide such information to its Authority-approved subcontractors for the purpose of performing the services; or disclose such information, with notice to the Authority, if such information is required to be disclosed by law or court order.
- E. The Authority and the Consultant both agree that neither party shall disclose, in whole or in part, by any means whatsoever, any Proprietary Information provided by the disclosing party to any third party without the express prior written consent of the disclosing party. The receiving party shall not alter, modify, decompile, disassemble, reverse engineer, or create derivative works from the disclosing

party's Proprietary Information. The receiving party shall use Proprietary Information of the disclosing party only for the limited purpose of in relation to services provided under this Agreement and not for any other purpose. Proprietary Information shall include, but is not limited to, specifications, frameworks, outlines, designs, process information, technical data, marketing and business plans, customers/client names/data, product road maps, pricing, toolkits, software, and/or intellectual property that the disclosing party considers to be protected by applicable laws.

F. The terms of this paragraph shall be binding during and following the termination of this Agreement.

3.06 Reliance on Data: In performance of the services, it is understood that the Authority and/or others may supply the Consultant with certain information and/or data, and that the Consultant will rely on such information. It is agreed that the accuracy of such information is not within the Consultant's control and they shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly part of the Scope of Services.

3.07 Opinions and Estimates: The Consultant's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made based on available information and the Consultant's expertise and qualifications as a professional. The Consultant does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the Authority's estimates or forecasts or from actual outcomes. The Consultant identifies costs, allocates costs to customer classes and provides rate models. The Consultant will not establish rates, which is the responsibility of the Authority.

3.08 Insurance:

A. The Consultant agrees to 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. The Consultant agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.

C. The Consultant agrees to provide Certificates of Insurance certifying the coverage required by this provision.

D. The Consultant agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority requires the name of the employee, the employee's phone number and email address.

3.09 Rights, Title and Interest to Specific Materials:

- A. All deliverables under this Agreement, whether produced by the Consultant alone or with others, and regardless of whether produced during regular working hours, shall be considered the property of the Authority. The Consultant shall, during and after the terms of this Agreement, assign to the Authority, without further consideration, all right, title and interest in all deliverables under this Agreement. All deliverables under this Agreement shall be and remain the property of the Authority whether registered or not.
- B. In performing work under this agreement, the Consultant may be granted access to the Authority's documents, data and other information. The Consultant understands and agrees that the use of such documentation, data and information shall be treated as confidential information.

3.10 New York Law and Jurisdiction: Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the Consultant and the Authority shall be governed, interpreted and decided by a court of competent jurisdiction of the State of New York in accordance with the laws of the State of New York.

3.11 Conflicts of Interest: The Consultant represents that it has advised the Authority in writing prior to the date of signing this Agreement of any relationships with third parties, including competitors of the Authority, which would present a conflict of interest with the rendering of the services, or which would prevent the Consultant from carrying out the terms of this Agreement or which would present a significant opportunity for the disclosure of confidential information. The Consultant will advise the Authority of any such relationships that arise during the term of this Agreement. The Authority shall then have the option to terminate the Agreement without further liability of the Consultant, except to pay for services rendered.

3.12 Additional Conditions: The Consultant and the Authority acknowledge that there may be additional conditions, terms and provisions which shall apply specifically to the services to be performed. The parties agree to negotiate in good faith to agree upon such additional terms.

3.13 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.

3.14 Independent Status:

- A. Nothing contained in the Agreement shall be construed to render either the Authority or the Consultant, 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 the Consultant shall remain an independent contractor responsible for its own actions. The Consultant is retained by the Authority only for the purpose and to the extent set forth in this Agreement.
- B. The Consultant is free to choose the aggregate number of hours worked and the scheduling of such hours as it shall see fit at its discretion within the limitations set forth in Article 1.
- C. Neither the Consultant nor its employees shall be considered under the provisions of this Agreement or otherwise as having an employee, servant or agency status or as being entitled to participate in any plans, arrangements or distributions of the Authority.
- D. In providing the services under this Agreement, the Consultant represents and warrants that it has complied with all applicable federal, state and local laws particularly with respect to licenses, withholdings, reporting and payment of taxes. The Consultant agrees to furnish copies of documentation to the Authority evidencing its compliance with such laws. The Consultant further represents and warrants that any income accruing to the Consultant and its employees from the Agreement shall be reported as such to the appropriate taxation authorities.

3.15 Doing Business Status: The Consultant represents it is qualified to do business in State of New York and has registered with the New York Secretary of State.

3.16 Gratuities: The Consultant shall prohibit its agents, employees and consultants from using their positions for personal financial gain, or from accepting any personal advantage from anyone under circumstance which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Consultant 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.

3.17 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 4 – SEVERABILITY

4.01 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.

ARTICLE 5 – DURATION

5.01 All services to be provided under this Agreement shall be provided over a three (3) year period from April 1, 2026 through March 31, 2029 with two (2) potential one (1) year extensions at mutually agreed upon terms.

5.02 The Authority reserves the right to terminate this Agreement in the event it is found that the Certification filed by the Consultant in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Consultant in accordance with the written notification terms of this Agreement.

ERIE COUNTY WATER AUTHORITY

By: _____
Jerome D. Schad, Chair

AMAWALK CONSULTING GROUP, LLC

By: _____
Edward J. Markus, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of March, 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 Erie County Water Authority described in the above instrument; and that he signed his name thereto by order of the Board of Commissioners of said Authority.

Notary Public

STATE OF NEW YORK)
COUNTY OF) ss:

On the _____ day of _____, in the year 2026, before me personally came Edward J. Markus, to me known, who, being by me duly sworn, did depose and say that he resides in _____, that he is the President of the limited liability company described in the above instrument; and that he signed his name thereto by with proper authority.

Notary Public

Appendix A
Required Forms

NON-COLLUSIVE BIDDING CERTIFICATION

as mandated by Public Authority Law § 2878

By submission of this bid or proposal, each bidder/respondent and each person signing on behalf of any bidder/respondent certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid or proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/respondent or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the bidder/respondent and will not knowingly be disclosed by the bidder/respondent prior to opening, directly or indirectly, to any other bidder/respondent or to any competitor; and

(3) No attempt has been made or will be made by the bidder/respondent to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law § 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

Affirmed under penalty of perjury this 6 day of February, 2026

FIRM NAME Amawalk Consulting Group LLC

ADDRESS 48 Wall Street, Suite 1100

New York, NY ZIP 10005

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Edward J. Markus

TITLE President TELEPHONE No. 212-361-0050

SECTION 2875 OF THE PUBLIC AUTHORITIES LAW

§2875. GROUND FOR CANCELLATION OF CONTRACT BY PUBLIC AUTHORITY.

A clause shall be inserted in all specifications or contracts hereafter made or awarded by any public authority or by any official of any public authority created by the state or any political subdivision, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership, or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any public authority or official thereof, since the effective date of this law, by such person and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the public authority without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the public authority for goods delivered or work done prior to the cancellation termination shall be paid.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Edward J. Markus

(Name of Individual, Partnership or Corporation)

By Edward J. Markus
(Person authorized to sign)

(SEAL)

SECTION 2876 OF THE PUBLIC AUTHORITIES LAW

§2876. DISQUALIFICATION TO CONTRACT WITH PUBLIC AUTHORITY

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or any official of any public authority created by the state or any political subdivision, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section twenty-six hundred three of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the commissioner of transportation of the state of New York, or the commissioner of general services as the case may be, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the persons so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

Edward J. Markus
(Name of Individual, Partnership or Corporation)

By Ed J. Markus
(Person authorized to sign)

(SEAL)

FORMS A, B, and C

STATE FINANCE LAW REQUIREMENTS

The Erie County Water Authority (the “Authority”) is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority’s designated contact for such purposes as set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority’s Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer’s Affirmation of Understanding of, and Agreement to Comply with, the Authority’s Permissible Contact Requirements During the Restricted Period.

Form B - Offerer’s Certification of Compliance with State Finance Law.

Form C - Offerer’s Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Edward J. Markus Date: 2/6/2026

Name: Edward J. Markus

Title: President

Contractor Name: Amawalk Consulting Group LLC

Contractor Address: 48 Wall Street, Suite 1100

New York, NY 10005

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: Edward J. Markus Date: 2/6/2026

Name: Edward J. Markus

Title: President

Contractor Name: Amawalk Consulting Group LLC

Contractor Address: 48 Wall Street, Suite 1100

New York, NY 10005

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1). And §139-k(1), These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority conducting the Governmental Procurement no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Amawalk Consulting Group LLC

Address: 48 Wall Street, Suite 1100

New York, NY 10005

Name and Title of Person Submitting this Form: Edward J. Markus, President

Contract Procurement Number: ECWA Project No: 202500235

Date: 2/6/2026

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

Type text here

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: Edward J. Markus Date: 2/6/2026
Signature

Name: Edward J. Markus

Title: President

CONTRACT TERMINATION PROVISION

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority, as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority, as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**OFFERER'S STATEMENT REGARDING PREVENTION OF
UNLAWFUL DISCRIMINATORY PRACTICES**

The Erie County Water Authority (the "Authority"), as an employer in New York State, is subject to the Human Rights Law, codified as Executive Law §290, *et. seq.*, and Labor Law §201-g. The Authority seeks to provide a work environment that is free from unlawful discriminatory practices as they are defined in Executive Law §296, as well as from inappropriate harassing conduct even if not deemed unlawful, to its employees, contractors, subcontractors, vendors, consultants, and any other person providing services on Authority premises. Pursuant to the Human Rights Law, it shall be unlawful to discriminate against an individual, or to subject an individual to harassment, due to age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence. Accordingly, the Authority requires that any Offeror of a proposal or bid, agree to sign the following statement regarding unlawful discriminatory practices, including, but not limited to sexual harassment, under penalty of perjury. This statement should be provided to the Authority as early as possible in the procurement process, but not later than at the time of execution of a contract with the Authority. Failure to agree to sign the statement may result in the Authority deeming the bid or proposal withdrawn by the Offeror.

Offerer Statement:

I certify, under penalty of perjury, that the following statements are accurate:

- *Offerer is aware of its obligations under the Human Rights Law (Executive Law §290, et. seq.*
- *Offerer complies with the provisions of Executive Law §290, et. seq., including Executive Law §296, and does not permit unlawful discriminatory practices or harassment based on an individual's age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence in its workplace.*
- *Offerer complies with the provisions of Labor Law §201-g, has implemented a written policy addressing sexual harassment in the workplace which meets the minimum standards of Labor Law §201-g, and provides annual sexual harassment prevention training to all of its employees.*

By: Edward J. Markus Date: 2/6/26

Name: Edward J. Markus

Title: President

Offerer Name: Amawalk Consulting Group LLC

Offerer Address: 48 Wall Street, Suite 1100

New York, NY 10005

Appendix B
Consultant's Proposal

Request for Proposal

Rate Consulting Services

Erie County Water Authority

RFP # 202500235| February 6, 2026

February 6, 2026

Erie County Water Authority

Ms. Joyce Tomaka, CPA, Chief Financial Officer
295 Main Street, Room 350
Buffalo, NY 14203

RE: RFP for Rate Consulting Services

Dear Ms. Tomaka:

The Amawalk Consulting Group (“Amawalk”) is pleased to submit this proposal to serve as Rate Consultant to the Erie County Water Authority (the “Authority”) Together with our subcontractor, Black & Veatch, our team offers both exceptional local knowledge and experience and significant national credentials in the water industry. We wish to express our sincere interest in working with you.

Our Proposal presents our qualifications including references, our project team members, our proposed fees and other relevant information as requested in the RFP. Highlights of our capabilities to be of service to the Authority are presented below:

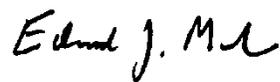
- **Experience with New York water authorities** – Ed Markus of Amawalk was a member of the teams that worked to create the New York City Municipal Water Finance Authority and Water Board (New York Water) in 1985, the Mohawk Valley Water Authority in 1996 and the Niagara Falls Water Authority in 2002. Amawalk continues to work with New York Water and the Mohawk Valley Water Authority. The firm began working with the Monroe County Water Authority in 2006, continuing to this day.
- In addition, Craig Rittling of Black & Veatch served as project manager for development of the Long-Term Control Plan for the Buffalo Sewer Authority, including planning efforts and negotiations with the U.S. EPA related to the City’s combined sewer overflows. Craig has also completed comprehensive financial studies for the Buffalo Water Authority and the Niagara Falls Water Board.
- **Our Track Record** – The clients of Amawalk are built on long-term successful relationships. Our proposal summarizes Amawalk clients and the length of time we have had the pleasure of serving them. Black & Veatch shares a similar history and track record having served many of their clients for decades.
- **Experience with other successful water utilities** - Amawalk has served the District of Columbia Water and Sewer Authority (“DC Water”) and the Boston Water and Sewer Commission since 2008. The firm has worked with the Philadelphia Water, Sewer and Stormwater Rate Board as its independent consultant for ten years. Black & Veatch has nationwide experience in providing rate study services to many of their long-term clients including Veolia Water-NY (West Nyack, NY), the City of Philadelphia Water Department, PA; Wilmington, DE; Charleston Water System, SC; Columbia, SC; Kansas City, MO; Warren, OH; Elyria, OH; and Tulsa Municipal Utilities Authority, OK.

- **Industry Knowledge** – Black & Veatch personnel are heavily active in the water utility industry contributing to American Water Works Association (AWWA) Principles of Water Rates, Fees, and Charges, Manual of Water Supply Practice – M1, Water. Black & Veatch also invests directly into the industry, conducting surveys such as the [50 Largest Cities Water and Wastewater Survey](#).
- **On-Site Presence** – Ed Markus of the firm would manage our work with the Authority. Working with Craig Rittling of Black & Veatch, they will provide on-site assistance during key budget and rate deliberations. We will be in your office when you need us.
- **Why Amawalk and Black & Veatch Together** – Amawalk offers exceptional experience with New York water authorities, the issuance of bonds and the creation of financial models. Black & Veatch offers cost of service and value-added expertise together with substantial bench strength. Amawalk personnel formerly worked with the Black & Veatch team members included in our proposal; we are confident and comfortable with the skills of the team.
- **Independence** – Our team brings a totally fresh and independent perspective to the Authority. We encourage the selection committee to speak with our references regarding the quality and efficiency of our work.
- **Amawalk is a New York-Based Business, the Black & Veatch Office is Nearby** – Amawalk is a local business in New York City. We rent office space in New York, pay taxes and purchase goods and services locally. Craig Rittling of Black & Veatch is based in Buffalo; very close to the Authority's offices.

This proposal will remain valid for a minimum of ninety (90) days.

We very much appreciate the invitation to submit our proposal and hope to have the opportunity to serve the Authority. Please do not hesitate to contact the undersigned at +1 551-427-2242 or at ed.markus@amawalkconsulting.com if you should have any questions concerning our proposal.

Very truly yours,



Edward J. Markus
Amawalk Consulting Group LLC

Enclosure

Table of Contents

Table of Contents.....	i
Item #1: Firm History and Qualifications	1
Item #2: Client References	17
Item #3: Fees and Charges	18
Item #4: Forms	19
Item #5: Insurance	20
Appendix A Resumes	21

Item #1: Firm History and Qualifications

Firm History

Amawalk Consulting Group, LLC (Prime Contractor)

The Amawalk Consulting Group LLC (Taxpayer ID 20-3238144) is a privately-held limited liability company incorporated in New York that was established in July 2005. The firm's office is located at 48 Wall Street, Suite 1100, New York, NY 10005. Edward Markus, President and Sole Proprietor of the Amawalk Consulting Group, is our Project Director and the contact person for any questions regarding our proposal. Amawalk provides financial and management consulting services to clients in the water, wastewater and stormwater industry.

Amawalk provides financial modeling and rate consulting services to clients that include the New York City Water Board and Municipal Water Finance Authority, the Monroe County Water Authority, the Mohawk Valley Water Authority, the Boston Water and Sewer Commission, the DC Water and Sewer Authority and the Philadelphia Water, Sewer and Stormwater Rate Board. The firm's annual cost of service and rate recommendations support the entitlement water rate for the roughly 1 million people and non-residential customers that purchase water on a wholesale basis from the City of New York.

The Authority has indicated in the RFP, its interest in **additional value added consulting services** beyond rate study and bond support consulting services that would enable the Authority to enhance its service excellence to its customers. To augment its service delivery capabilities to deliver value added services, Amawalk is partnering with nationally reputed engineering and consulting firm, Black & Veatch Corporation ("Black & Veatch"), hereinafter referred to as the "Amawalk Team" in this Proposal.

Amawalk will serve as the Prime Contractor and Black & Veatch will be our Subcontractor.

Black & Veatch Corporation

Founded in 1915, Black & Veatch is an employee-owned company that has over 12,600 professionals operating out of more than 120 offices worldwide. It is a leading, global engineering, construction and consulting company specializing in infrastructure development in the fields of energy, water, and telecommunications, with a mission to *Building a World of Difference®*.

Black & Veatch Corporation is a wholly-owned subsidiary of Black & Veatch Holding Company, that brings together 200 professionals engaged in utility and industry consulting services. The firm’s professionals include experienced industry executives, senior policy and regulatory experts, and technology experts from across the electric, water, oil, natural gas, and technology industries. In addition, Black & Veatch brings seamless access to the company’s world-class engineering, procurement, construction and operations capabilities, and thus highly qualified to support Amawalk as a subcontractor.

A brief discussion on the diverse utility business services that Black & Veatch professionals can provide including cost of services and rate structure evaluations, customer assistance programs and affordability analysis, asset management, and other business transformation services is presented under the **sub-section “Value Added Services”**.

Our Team’s Ability to Provide Rate Study and Value Added Services

The Amawalk Team brings distinctive and diverse areas of expertise and abilities that we believe **aligns well with the Authority’s multiple needs** of reliable financial forecasts of revenue and revenue requirements; rate structure effectiveness; timely assistance and support for bond issuance; customer affordability and assistance; and its strategic vision of continuous enhancements to its service delivery to customers.

Figure 1 summarizes the diverse and interrelated areas of expertise and abilities the Amawalk Team brings to the Authority. The range of expertise the team brings reflects the synergy of combining Amawalk’s financial feasibility analysis, rate study and bond issuance expertise and Black & Veatch’s additional expertise in other areas including



Legal Entity:

Black & Veatch Corporation

Location of Headquarters:

11401 Lamar Avenue
Overland Park, KS 6621

Location of New York Office:

489 Fifth Avenue, 24th Floor
New York, NY 10017



FIGURE 1: OUR TEAM EXPERTISE

business transformation, cost of service, rate structure, and digital transformation.

- **Financial Planning and Cost of Service Studies Expertise**

Our Team brings a proven expertise with conducting multi-year financial planning, cost-of-service analysis and innovative rate structure and rates analysis that include dedicated asset reinvestment charge, lifeline rates, inclining block rates, and others to balance revenue stability, rate affordability, and nexus between cost recovery and services provided.

Our expertise and approach leverage the insights and best practices we have gained with our work with hundreds of municipal utilities, elected officials, citizens' advisory committees and other stakeholders. [We have provided such financial planning, rate setting, and other rates and charges review services to utilities nationwide and have served a significant number of the 50 largest utilities in the US.](#)

Our combined team has assisted many utilities including Mohawk Valley Water Authority, NY; Monroe County Water Authority, NY; Philadelphia Water Dept, PA; Warren, OH; Elyria, OH; Charleston Water System, SC and Wilmington, DE, with not only financial planning, but also cost of service analysis; alternative rate structure design; impact fee studies; indirect cost allocation studies; wholesale contract cost recovery structures; and customer assistance program design, as applicable.

- **Bond Issuance Support Capabilities**

Ed Markus of Amawalk has had the pleasure of working with the New York City Municipal Water Finance Authority on every bond issue since its first transaction in 1985 (New York Water has \$33 billion in outstanding obligations), and with the Mohawk Valley Water Authority since its first bond issue in 1996. Amawalk also serves as rate consultant or financial feasibility consultant for the bond issuances of the Boston Water and Sewer Commission, the DC Water and Sewer Authority and the Portland (OR) Water Bureau. We are active members of each client's working group, making suggestions as appropriate to enhance the Official Statements and rating agency/investor presentations.

- **Rate Structure Evaluations and Alternative Rate Structure Design**

Amawalk and Black & Veatch bring extensive experience evaluating existing utility rate structures to assess revenue adequacy, cost recovery, equity, and alignment with policy and customer objectives. This includes detailed rate structure evaluations as part of broader ratemaking and regulatory advisory engagements, examining how current charges perform under changing usage patterns, investment needs, and regulatory requirements. Our team has worked directly with utilities and governing bodies to review whether existing rate designs continue to support local goals and needs.

In addition, our team has extensive expertise in designing and analyzing alternative rate structures to address emerging challenges and future needs. We utilize a structured alternatives evaluation process that takes into account financial needs, customer impacts and stakeholder.

- Diverse Expertise in Providing Value Added Services**
 Amawalk has a long history of providing a full range of services to clients beyond our basic services. One example: for one large client, we developed a methodology for checking that each property served was actually receiving a water bill. By following the methodology we found properties that were in need of an appropriate bill and the resulting billings more than paid for our services. Black & Veatch further augments Amawalk’s capabilities via diverse consulting service offerings including: financial, process and technology solutions, asset management, business process/workflow analysis, and implementation services. Services which may be of interest to the Authority include: asset management and capital prioritization, water loss and non-revenue water analysis, demand analysis and customer characterization studies, customer assistance program development, customer systems services, business process improvement, along with contract negotiation and procurement support related services.

The Amawalk Team

Our proposed project personnel to support the Authority’s need for Rate Study Services and other Value-Added Services, have the depth of expertise and significant experience in retail and wholesale financial planning and bond feasibility studies; cost of service capacity fee study, robust rate modeling and dashboard visualization, public education and involvement and project management.

Figure 2 presents the key specialists and analysts that would be engaged in the rate study services and other services. In addition, depending on the nature of value added services the Authority requests, we can engage other professionals with diverse expertise with various subject matter experts (SMEs).

Appendix A provides detailed resumes for our key team personnel. As requested in the RFP, in Section 2, we present a brief overview of the credentials of Amawalk and Black & Veatch team members and their key role in this engagement.



FIGURE 2: PROJECT TEAM ORGANIZATIONAL CHART

EDWARD J. MARKUS | Project Director

Edward Markus is the President of Amawalk Consulting Group (“Amawalk”) and a Senior Financial Consultant. He has provided financial and management consulting services to clients for over 40 years. Mr. Markus was a member of the environmental management consulting practice of Ernst & Young for 12 years before opening a New York City office for Black & Veatch in 1993. He left Black & Veatch in July 2005 and founded Amawalk.

Ed has worked with numerous clients in New York to develop and implement rates and rate structures that support their long-term financial needs as well as to issue revenue-backed bonds to finance portions of their capital improvement programs. He also led the successful efforts to assist the cities of Shanghai and Nanjing, PRC, in financial analysis, rate structures and initial issuance of bonds to support their water systems, supported by grants from the U.S. Trade & Development Agency and the Asian Development Bank.

SHAN LIN | Project Manager & Financial Analysis Lead

Shan Lin is a Senior Manager with the Amawalk Consulting Group providing financial and management consulting services. She has over 20 years of experience in water and wastewater utilities.

She has assisted numerous clients in providing financial and rate analysis, budget review, financial modeling, cost of service studies for retail and wholesale customers, benchmarking, and feasibility studies in support of debt issuance. Shan leads the work of Amawalk for the DC Water and Sewer Authority and other clients. Her work with DC Water includes assembling supporting information for the very detailed annual budget book of the Authority.

CRAIG RITTLING | Budget Preparation & Stakeholder Engagement

Craig Rittling is a Manager Consultant at Black & Veatch and has more than 25 years of experience. He has extensive consulting experience in water, wastewater, stormwater and solid waste utilities, particularly in financial advisory services to governmental entities.

Mr. Rittling has assisted municipalities in securing debt financing by completing financial feasibility studies and engineering reports required by financial institutions in order to issue municipal bonds. He also has a wide range of experience and knowledge in solid waste services, including waste disposal, transportation, waste to energy and financial planning.

PRABHA KUMAR | Utility Policies Advisory

Prabha Kumar is a Managing Director with Black & Veatch and is available and able to provide technical and policy advisory, if requested by the Authority.

Prabha’s utility consulting expertise spans water and sewer financial planning, cost of service, rate design studies, capacity fee studies, wholesale services cost allocation and contract negotiations support, stakeholder educational and outreach facilitation, rate case expert witness and litigation support services in municipal utility rates and cost of services. Prabha also brings strong expertise in utility business processes, financial and billing policies. She has assisted several large and small utilities with program needs assessments, alternative funding mechanism evaluations, contract service operations procurement, billing data analytics and business process transformation.

DAVID SAYERS | Data Analytics & Customer Assistance Program

David Sayers has over 20 years of experience in the fields of water use analyses, water resources management, water efficiency and conservation, water system audits, non-revenue water management, financial analysis and customer assistance programs.

He has experience working in the UK and the United States for a water utility and regulatory agency and now works as a consultant to combine his subject knowledge with a proficiency in data management and analytics to allow clients to make data-driven decisions. David specializes in leading complex analytical studies and is highly proficient in a variety of advanced analytical software packages and has developed numerous tools and customized applications to automate analyses and find meaning and value in data.

BRIAN MERRITT | Alternative Rate Structure Evaluations

Brian Merritt is a Principal Consultant with Black & Veatch's Rates and Regulatory Practice. With a background in civil and water resources, he brings more than 23 years of experience in the engineering and consulting industry. Mr. Merritt serves as Black & Veatch's project manager for their ongoing work with the City of Philadelphia Water Department and is managing the Department's rate structure evaluation efforts, intended to modernize their rate structure. He has aided municipalities and utilities with service populations ranging in size from 10,000 to 1.5 million in establishing programs and funding mechanisms needed to meet their ongoing needs.

Project Experience

Amawalk

Amawalk prepares cash flow and rate analyses for water and wastewater systems in connection with our work as rate consultants or as financial feasibility consultants to support the issuance of debt. Clients include: the New York City Water Board; the New York City Municipal Water Finance Authority; the District of Columbia Water and Sewer Authority; the Boston Water and Sewer Commission; the North Hudson Sewerage Authority (Hoboken, NJ); the Philadelphia Water, Sewer and Stormwater Rate Board (PA); the Monroe County Water Authority (Rochester, NY); the Portland Water Bureau (Oregon); the Mohawk Valley Water Authority (Utica, NY); and the North Texas Municipal Water District (TX). Examples of the services offered by the firm include the following:

- Capital improvement program optimization: planning, prioritization, management and measurement
- Competitive assessments, including benchmarking and implementation of best practices
- Consolidation of services and resources
- Cost of service and rate studies, including financial modeling
- Customer service: enhancement of quality and efficiency
- Expert witness services
- Feasibility studies to support the issuance or restructuring of debt
- Financing alternatives including both public and private sector options
- Formation of public authorities including transition planning
- Mergers and acquisitions assistance
- Service delivery optimization: organization structure, policies & practices, facilities & equipment, outsourcing (where appropriate) and use of technology

- Succession planning
- Strategic planning and master planning
- Training
- Valuation

Examples of our qualifications and experience are provided below.

DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY (DC WATER)

Financial Consulting Services

Amawalk personnel were members of the team that prepared an independent review of DC Water’s operating and capital budgets in 2008 to assess Authority performance and to identify cost-saving opportunities that may help minimize projected rate increases.

KEY PROJECT FEATURES

Financial Feasibility | Budget Review |
Financial Policies | Cost of Service |
Rate Design |

HISTORY OF SERVICE

2008 - Present

Amawalk, led by Mr. Markus and Ms. Lin, was subsequently retained from 2009 to the present time to perform the following:

- Review the proposed annual budgets and rates, including stormwater drainage charges, to ensure they are fair and equitable and achieve rate-setting objectives set by DC Water’s Board, and present the results of each review at the public hearings;
- Periodically analyze DC Water’s operating reserves, including a current study, the results of which were presented in 2023. The reports evaluate liquidity and risk factors and compare reserve policies with the practices of other highly-rated water & sewer utilities;
- Cost of service studies every three years for the fire protection fee for the District;
- Annual demographics analyses that examine trends in key residential, business and other indicators that could affect or be related to customer demand for water & sewer services;
- Feasibility reports, opinion letters, Official Statement suggestions and working group participation supporting the issuance of debt, totaling over \$4.6 billion in principal; and
- Annual surveys of water, sewer and stormwater rates for U.S. cities as well as regional utilities for comparison with the Authority.

NEW YORK CITY MUNICIPAL WATER FINANCE AUTHORITY (THE AUTHORITY) & NEW YORK CITY WATER BOARD (THE BOARD)

Rate and Co-Rate Consulting Services

As Rate Consultant and Co-Rate Consultant, Amawalk has prepared the forecasted cash flows, rate projections and supporting financial tables for the bonds issued by the Authority in Fiscal Years 2006 through the present. The firm conducts an annual survey of water, sewer and stormwater rates and surveys the capital improvement programs for major U.S. cities. Mr. Markus of the firm has worked with the Authority since the time of its first bond issue in 1985. He directed the feasibility studies prior to the creation of the Authority and the Water Board.

KEY PROJECT FEATURES

Financial Planning | Cost of Service
Allocation | Rate Design | Rate Model
Development | Wholesale Customer
Workshop

HISTORY OF SERVICE

2005 - Present

As Rate Advisor to the Water Board, Amawalk has annually calculated the cost of service and proposed rates for both in-City water and sewer customers as well as the customers north of New York City (the “City”) that receive wholesale water service. Amawalk monitors cash flows during each year on behalf of the Board and the Authority. The firm also maintains the rate and cash flow forecasting model for the City’s water and sewer system and provides assistance on an as-needed basis relative to alternative operating and capital improvement cash flow scenarios, practices of other cities and related matters. We also work with the New York City Department of Environmental Protection (“NYCDEP”) Bureau of Customer Service (“BCS”) in revenue enhancement strategies, including the initiative to identify properties receiving water and sewer service but not receiving an appropriate bill. Mr. Markus of the firm has had the pleasure of working with the Water Board since 1985.

FINANCIAL FEASIBILITY CONSULTANT AND RATE CONSULTANT, NORTH HUDSON SEWERAGE AUTHORITY (NHSA), NEW JERSEY

Financial Feasibility and Rate Consulting Services

Amawalk worked with the North Hudson Sewerage Authority to support the refinancing of all of its \$314 million in senior lien debt obligations in 2012. A mix of tax-exempt and taxable debt was used to successfully accomplish the refinancing. The firm prepared projections of revenues, expenses, debt service, cash flows and debt service coverage for a six-year projection period as well as additional years beyond the projection period. Amawalk has assisted the Authority in preparing feasibility studies to support the refunding of certain obligations as well as the defeasance of debt; and the setting of its budget and rates for the 2012-13 through 2026-27 fiscal years. The firm also provides ongoing cash flow monitoring and analysis for the Authority and led the preparation of responses to Fitch Ratings, Standard & Poor's and Franklin-Templeton Investments in their periodic reviews of the Authority. The firm prepared a preliminary design for a customer assistance program which is awaiting State legislation. Amawalk also performs special projects as requested including an organization study, a review of billing and collection policies and procedures, compensation and organization of the LaserFiche files, and analyses to support the defeasance or refunding of debt.

KEY PROJECT FEATURES

Financial Planning | Cost of Service Allocation | Rate Design | Rate Model Development |

HISTORY OF SERVICE

2011 - Present

BOSTON WATER & SEWER COMMISSION (BWSC)

Financial Feasibility and Management Consulting Service

Amawalk personnel began working with the Boston Water & Sewer Commission (“BWSC” or “Commission”) in 2001, preparing financial feasibility reports for inclusion in the Official Statements for the sale of Commission bonds. Since 2008, the Amawalk team, led by Mr. Markus and Ms. Lin, has served as Financial Feasibility Consultant to the Commission and provided its analyses and opinions on the pro-form cash flows and rates in connection with the sale of multiple series of bonds totaling over \$1 billion in principal to date. The firm’s opinion letters are included in each Official Statement.

KEY PROJECT FEATURES

Financial Feasibility | Financial Planning | Model Development | Organizational and Efficiency Studies

HISTORY OF SERVICE

2008 - Present

Beginning in 2013, Amawalk prepared an Organizational Study to provide recommendations for the Commission as it sought to comply with a Consent Decree regarding the operation and maintenance of its sewer system (including CMOM). Amawalk subsequently assessed the progress in implementing the improvements and worked with BWSC on initiatives to enhance its health and safety program. In 2016, Amawalk began assessing the efficiency and effectiveness of the organization and staffing for management, administrative and support services.

PORTLAND, OREGON WATER BUREAU

Financial Feasibility Consulting Services

The Bureau is the largest supplier of domestic water in Oregon, providing both retail and wholesale service. The water system includes sources of supply, transmission, storage and distribution. The Bureau plans to construct and begin operation of the Bull Run Treatment Projects including the filtration facility and pipelines at an estimated cost of \$840 million as well as \$20 million for a corrosion control facility.

KEY PROJECT FEATURES

Financial Feasibility | Budget Review |
Financial Planning | Issuance Support

HISTORY OF SERVICE

2020 - Present

Amawalk prepared an independent analysis and Report regarding the financial forecast prepared by the Water Bureau for its Fiscal Years ending June 30, 2021, through 2028, the period in which the Bull Run Treatment Projects are expected to be constructed and placed into operation. Our analysis and Report supported the issuance of debt to fund water system capital projects. The Financial Forecast sets forth the ability of the Bureau to meet the operating costs, working capital needs and other financial requirements of the System, including the debt service requirements associated with the outstanding debt, a WIFIA loan and the additional debt that is expected to be issued by the City for the water system during the Forecast Period. The firm provided input to the City's working group in the preparation of the Official Statement and rating agency presentations. Amawalk also prepared a feasibility study to support the sale of bonds in 2024.

NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD)

Independent / Third Party Consulting Services

The thirteen (13) Member cities and the NTMWD reached a Settlement Agreement that requires, among other provisions, an independent, third-party consultant to perform a financial management analysis of the District for the three preceding Fiscal Years, every three years. The Independent Review includes Items A through G, as summarized below:

KEY PROJECT FEATURES

Third Party Review | Budget Review |
Financial Policies | Contract
Compliance Review

HISTORY OF SERVICE

2021 – 2022 and 2024

- A. Evaluate the Reasonableness of Operations and Maintenance ("O&M") Expenses
- B. Review the Assignment of Shared Costs
- C. Confirm the amount of the required Bond Service Component
- D. Confirmation of balances in funds required by the Bond Resolution
- E. Examine the balances in any other funds required by Board policy
- F. Examine the collection and application of Other Revenues

G. Examine the District’s compliance with Section 9 of the Contracts in setting the Annual Requirement and Base Rate

Amawalk conducted the first Independent Review in 2021, making extensive use of the policies and practices of other utilities as well as the firm’s experience. The Independent Review Report was submitted in November 2021, and a presentation of findings, conclusions and recommendations was made to the District Board and Customer Cities. The second review was conducted in 2024.

MOHAWK VALLEY WATER AUTHORITY (“MVWA”), UTICA, NEW YORK

Rate Consulting Services

Amawalk’s Ed Markus has directed the rate consulting and transition assistance work for the MVWA that began operations in 1996. He assisted the Authority in identifying all of the tasks necessary to assume management and day-to-day operating control of the water system previously owned by the City of Utica. A forecast of water system cash flow and rates was prepared for the initial sale of bonds and for the adoption of water rates. Mr. Markus has worked with the Authority since its first bond issue, budget and rate-setting. Amawalk has served as rate consultant to the Authority in each of its bond sales, annual budgets and annual water rate-setting since 2005.

<p>KEY PROJECT FEATURES Financial Feasibility Rate Design Financial Planning Issuance Support</p> <p>HISTORY OF SERVICE 1996 - Present</p>
--

IMPROVEMENT STUDY AND STAFFING STUDY, MASSACHUSETTS

WATER RESOURCES AUTHORITY, BOSTON, MASSACHUSETTS

Improvement and Staffing Study Services

Ed Markus of Amawalk led the Improvement Study for the Authority that was completed in 2002. The Study was designed to enhance the competitiveness of the Authority by accomplishing the following objectives:

- Develop annual staffing targets for the functional areas of the Authority,
- Develop Work Process Improvement Guidelines and Training,
- Recommend WPI projects with significant potential for immediate increases in efficiency, and
- Recommend improvements as part of the MWRA Improvement Program.

<p>KEY PROJECT FEATURES Improvement Studies Staffing Studies Organizational Review</p> <p>HISTORY OF SERVICE 2002, 2011</p>

Mr. Markus directed the staffing assessment and projection of staffing levels by functional area. The staffing assessment included the benchmarking of staffing levels with other water and wastewater systems. The projected staffing levels took into consideration the competitiveness of the Authority at the time of the study as well as expected changes in its role in future years. The changes in staffing levels by function that were proposed by our team were significant and challenging – but the Authority met and later surpassed the targeted levels.

Amawalk worked with the Authority in preparing the 2011 Staffing Study. The work included a staffing assessment and projection of staffing levels by functional area, the benchmarking of

staffing levels, organization structures and overtime use with other water and wastewater systems, a workload analysis and related tasks.

MONROE COUNTY WATER AUTHORITY, ROCHESTER, NY

Financial and Rate Consulting Services

Amawalk assisted the Authority in analyzing potential financing alternatives for the Eastside Water Supply Project. A cash flow and rate model was prepared to examine the potential long-term impacts of the project together with the effects of other capital investments of the Authority and changes in operating expenses. Mr. Markus led workshops with Authority representatives to refine key assumptions and to evaluate potential

scenarios for the financing of the project. The firm provided other financial consulting services to the Authority including financial analyses to support water supply agreement negotiations with the City of Rochester. The firm also prepared a valuation report for the Kodak water supply assets that were being considered for acquisition by the Authority. The firm served the Authority as rate consultant for its Series 2010, 2012 and 2020 bond issuances. The firm has prepared multiple Cost of Service (“COS”) studies for the Authority to evaluate the fairness and adequacy of its rates. Amawalk recently reviewed the proposed budget and rates of the Authority for 2026.

KEY PROJECT FEATURES

Financial Feasibility | Alternative Financing | Budget Review | Cost of Service | Rate Design | Contract Negotiations | Issuance Support

HISTORY OF SERVICE

2006 - Present

Black & Veatch

Black & Veatch further augments Amawalk’s capabilities, providing a deeper bench of support including local staff as well as nationwide expertise that spans utility service needs. Black & Veatch’s diverse consulting service offerings span financial, process and technology solutions, and many of our experienced professionals possess cross functional skills including asset management, cost of service/rate design, business process/workflow analysis, and implementation services. Black & Veatch’s Infrastructure Advisory services include:

- Strategy, Planning & Optimization:
 - Sustainability
 - Planning and optimization
 - Market and modeling
- Transactions and M&A solutions:
 - Technical due diligence
 - Market analysis
 - Bankability
- Asset Management and O&M Solutions
 - Rates and regulatory solutions
 - Strategic asset management
 - Asset management systems
 - Operations and maintenance
 - Asset engineering Services
- Infrastructure Technology Solutions:
 - Infrastructure transformation
 - Operational technology
 - Advanced metering infrastructure
 - Customer technology
- AI, Digital Program Excellence:
 - Project management office
 - Organizational change management
 - Data and digital enablement
- Industrial Cybersecurity Solutions:
 - Planning and requirements
 - Engineering and construction
 - Ongoing operations

Black & Veatch’s project experience with water and wastewater utilities is highlighted below. While many of these projects focus on services aligned with this RFP (i.e., financial planning, cost of service, rate design and budgeting support), Black & Veatch’s work for these clients often includes value added services including: utility policy advisory services, customer assistance program development, water loss and demand studies, alternative rate structure analysis and broader business process support.

CHARLESTON WATER SYSTEM (Charleston, SC)

Water and Wastewater Cost of Service Studies

Black & Veatch has provided financial consulting services to Charleston Water System (CWS) for over the past 50 years. These services have included comprehensive water and wastewater rate studies, rate model development and training, assistance with revenue bond issues, water and wastewater impact fees, and resolution of various water and wastewater wholesale service rate and contractual service issues. The most recent rate study was completed in 2023.

<p>KEY PROJECT FEATURES</p> <p>Cost of Service Studies Revenue Bond Support Wholesale Contract Support Rate Design Financial Plan Development Water & Sewer Impact Fees</p> <p>HISTORY OF SERVICE</p> <p>Ongoing since 1975</p>

Black & Veatch updates the rate model with the most recent year of historical data on an annual basis. As a result, at the request of CWS, Black & Veatch can make changes to any of the assumptions and projections in the model such as capital costs, bond issuance timing, and implementation date of new rate schedules, and immediately determine the impact on rate adjustments and/or proposed rates. This process helps to efficiently drive CWS’ decision-making process and respond to questions and concerns by the Commissioners in a timely manner.

The Black & Veatch teams provides presentation material, as requested, for Commission meetings and participates in calls with CWS wholesale customers and their rate consultants.



“I have worked with several Black & Veatch consultants over the years and have always found them to be experts in the field of rates and financial forecasting. Moreover, I have worked with Anna White as our Principal Consultant for the past 18 years. During this period, Anna’s financial forecast and rate work played an important role in our organization achieving 8 bond rating increases including our latest updated to AAA by Moody’s in 2015 – making CWS one of only 10 combined water & wastewater utilities in the United States to have this rating.”
Wesley Ropp, CWS CFO --

CITY OF COLUMBIA (Columbia, SC)

Cost of Service and Related Services

Since 2014, Black & Veatch has served as the City's Financial/Rate Consultant of Record. The City of Columbia is facing one of its largest capital improvement program (CIP) in the next ten years due to regulatory requirements, system demands, and maintenance of the aging infrastructure.

To help raise capital for the CIP and meet the increase in operating costs, Black & Veatch has completed a comprehensive multi-year cost of service and rate study for the City of Columbia's water and sewer systems and continues to review and update this financial plan on an annual basis.

The City has multiple customer classes including outside customer classes and wholesale users. Black & Veatch's annual financial plan update study includes projection of revenue and revenue requirements, cash flow analysis, and analysis of associated rate implications. Additionally, Black & Veatch supports the City in facilitating public forums and stakeholder engagement workshops to inform and educate stakeholders about the needs of adequately funding existing infrastructure programs. In 2018, Black & Veatch supported the City with the issuance of one of the largest stormwater system revenue bonds issued in the United States in the amount of \$115 million.

Currently, Black & Veatch team is conducting the [2025 financial plan update and rate study](#).

KEY PROJECT FEATURES

Financial & Capital Planning | Cost of Service | Rate Design | Public Outreach

HISTORY OF SERVICE

Ongoing since 2002

PHILADELPHIA WATER DEPARTMENT (Philadelphia, PA)

Water, Sewer, & Stormwater Cost of Service Studies

Black & Veatch has provided financial planning, rate, utility financing, and related consulting services to Philadelphia, PA's (City) Water Department since 1972.

Philadelphia Water Department (PWD) provides water to 490,400 customer accounts and sewer services to approximately 487,300 customer accounts.

KEY PROJECT FEATURES

Cost of Service | Affordability Program Cost Recovery | Wholesale Pricing Support | Public Relations

HISTORY OF SERVICE

1972 - Present

During this period, water and wastewater rate studies have included the projection of revenues and revenue requirements, the cost of service by customer class, and the design of rates. Rates are designed for inside City retail service customers and outside water and wastewater City customers who are provided service on a wholesale basis. Both the water and wastewater rates for contract service are designed to recover O&M expenses, depreciation expenses, and return on investment. Certain wholesale customers have chosen to pay a capital contribution for a share of their plant investment allocation based on contract demands.

Black & Veatch worked with the Water Department on its 2018 rate case filing, and the Rate Board approved the rates. This study included the design of the **first municipal rate rider** for a customer assistance program (Tired Assistance Program [TAP]) to address financial impact due to over or underperformance of the TAP, which Philadelphia launched in July 2017. We have assisted the Water Department in performing a comprehensive review of the previous assistance programs for low-income customers and the utility billing appeals and informal hearings processes. In

addition, since the completion of the last rate case, we have assisted the Water Department with the low-income collection factor analysis and potential recovery of arrearage forgiveness.

Black & Veatch supports the utility with necessary approvals, regulatory filing, and legislative requirements to obtain approval of the proposed water and sewer rates. Black & Veatch completed revisions to the stormwater credit program, implemented a stormwater rate affordability cap program, and revised the stormwater utility rate ordinances and regulations.

Most recently, Black & Veatch completed a demand study leveraging the Water Department's advanced metering infrastructure (AMI) data accounting for over 200,000 AMI meters and using roughly 800 million readings. We recently submitted a rate structure evaluation plan to the Philadelphia Water, Sewer and Storm Water Rate Board, and our managing the Department's evaluation process including stakeholder engagement activities. In addition, the Department is actively engaged in renewing wholesale customer contracts, in attempt to standardize and modernize the agreements.

VEOLIA WATER – NEW YORK (West Nyack, NY)

Program Evaluation & Design Consulting Services

Black & Veatch has provided program evaluation and design consulting services to Veolia Water New York since 2015, supporting water and wastewater operations serving more than 140,000 customer accounts across multiple New York counties. Our work has included evaluation and design of customer assistance programs, development of a comprehensive water conservation plan, creation of a web-based water use calculator, and completion of a systemwide customer classification study. These efforts combined data analytics, regulatory engagement, and stakeholder coordination to deliver practical, implementable solutions tailored to Veolia's customer base and service territory.

KEY PROJECT FEATURES

Water Demand Analysis |
Customer Assistance Program |
Service Classification Study |
Data Management Tool

PROJECT TIME FRAME

2015 - Present

For Veolia's customer assistance and conservation initiatives, Black & Veatch evaluated best practices, analyzed detailed billing and consumption data, and worked closely with regulators, utilities, and social service agencies to address affordability, conservation, and hard-to-reach customers. We developed an innovative conservation plan featuring customer rebates and a coordinated water-energy incentive partnership, with ongoing reporting to the New York State Public Service Commission. Black & Veatch also designed and implemented an interactive online water use calculator and survey tool that provides customers with immediate, customized conservation insights. In addition, our comprehensive customer classification study analyzed more than 140,000 customer records using GIS and advanced validation techniques, resulting in improved data accuracy and utility decision-making. Veolia's conservation program was subsequently approved for expansion into additional New York service areas.

CITY OF WILMINGTON (Wilmington, DE)

General Consulting Services

Since 2006 Black & Veatch Black & Veatch has been continuously supporting the City of Wilmington’s water, sewer, and stormwater utilities, providing integrated financial planning and cost-of-service–based rate studies to promote long-term financial sustainability and equitable cost recovery. Work included development of multi-year financial plans; revenue reconciliation; customer, usage, and bill impact analyses; and rate design for both retail and wholesale customers, fully aligned with operating budgets, capital improvement programs, debt service, and reserve policies.

In addition, Black & Veatch assisted Wilmington with water audit analytics, wholesale wastewater pricing, and evaluation of miscellaneous fees using fully loaded cost of service and peer benchmarking. Black & Veatch regularly supported stakeholders and governing-body decision-making through clear, defensible presentations to advisory boards and City Council.

KEY PROJECT FEATURES

Financial Planning | Rate Design |
Water Audits and Water Loss |
Stormwater Billing

HISTORY OF SERVICE

2006 - Present

CITY OF WARREN (Warren, OH)

Water Utility Rate Study

Black & Veatch recently completed a water utility rate study for the City of Warren, OH. The City’s key objectives of the study were to develop a roadmap for **financial resilience**, enhance **revenue stability**, and develop an **alternative rate structure** that could provide dedicated capital funding to proactively address distribution system rehabilitation projects.

KEY PROJECT FEATURES

Financial Plan Development |
Alternative Rate Structure |
Stakeholder Engagement

HISTORY OF SERVICE

2023 -Present

The comprehensive financial planning and rate study included forecast of revenue and revenue requirements, capital program financing analysis, six-year financial plan, and an alternative rate structure.

Funding Adequacy: To build financial adequacy, Black & Veatch developed a phased series of annual revenue increases to achieve 90-days of O&M reserve and an annual Rate Stabilization Reserve (RSR) of at least \$2.0 million by the end of the 5-year study period.

Dedicated Asset Reinvestment Funding: The City needed to initiate proactive rehabilitation of its aging distribution infrastructure. To support a programmatic approach to fund distribution CIP, Black & Veatch designed an alternative rate structure that included a new meter sized based “Service Fee” for both Inside City and Outside City customers. The meter size capacity ratios were defined to determine the meter size based monthly charge and this charge was implemented in addition to the City’s existing volumetric charge component.

Stakeholder Support: To help garner support for a multi-year revenue increase approval and to implement a new Service Fee, Black & Veatch team assisted with a briefing work session with the City Mayor and another work session with the City Council. We helped explain the existing fiscal health, the emerging regulatory and capital program needs, the need for distinct RSR and O&M reserves to build and sustain financial stability, and the benefits of an alternate rate structure with a distinct new service fee. The City was able to successfully obtain approval for a series of five

annual revenue adjustments along with the launch of the revised rate structure inclusive of a service fee.

Item #2: Client References

This section presents a list of Client References as requested in the RFP.

Organization Name	Contact Information
Mohawk Valley Water Authority, NY	Pat Becher Executive Director 1 Kennedy Plaza Utica, NY 13502 ☎ +1 315-792-0310 ✉ pbecher@mva.us
Monroe County Water Authority, NY	Nicholas Noce Executive Director 475 Norris Dr, Rochester, NY 14610 ☎ +1 585-442-2000 ✉ nicholas.noce@mcwa.com
New York City Municipal Water Finance Authority & Water Board, NY	Phil Wasserman Executive Director 255 Greenwich St. 6 th Floor New York, NY 10007 ☎ +1 212-788-4969 ✉ wassermanp@omb.nyc.gov
Philadelphia Water Department, PA	Lawrence Yangalay Deputy Commissioner Philadelphia Water Department 1101 Market Street, 5th Floor Philadelphia, PA 19107 ☎ +1 215-685-5710 ✉ lawrence.yangalay@phila.gov

Item #3: Fees and Charges

Project Fee

Amawalk estimates that we will accomplish the requested scope of work for a not to exceed price of \$160,000 inclusive of direct expenses. This project price is valid for 90 days. The price assumes ECWA will provide the requisite data for the study in the appropriate standard level of detail and format.

Our hourly rate schedule for the requested scope of work as well as any additional services is provided in the table below.

Prime Contractor Positions	Hourly Billing Rates (\$/Hr)
President / Managing Director	\$281
Project Manager	\$220

Subcontractor Positions	Hourly Billing Rates (\$/Hr)
Managing Director	\$345
Principal Consultant	\$320
Manager	\$265
Consultant	\$240
Senior Analyst	\$180
Analyst	\$160
Administrative	\$90

We request that the hourly rates would be subject to an annual escalation of 3 percent.

Item #4: Forms

Item #5: Insurance

Amawalk carries insurance for each of the coverages required by the Erie County Water Authority. Our insurance carriers are:

- Travelers Property Casualty Company of America
- Travelers Indemnity Co of America
- The Phoenix Insurance Company
- Beazley Insurance

We will be pleased to provide the Accord Form listing all coverages and amounts required by the Authority and naming the Authority as additional insured, all consistent with the terms of the RFP.

Appendix A Resumes

Edward J. Markus

Ed Markus is a Senior Financial Consultant and the President of Amawalk Consulting Group (“Amawalk”). He has provided financial and management consulting services to clients for over 40 years. Mr. Markus was a member of the environmental management consulting practice of Ernst & Young for 12 years before opening a New York City office for Black & Veatch in 1993. He left Black & Veatch in July 2005 and founded Amawalk. Representative examples of his experience are provided below.

PROJECT EXPERIENCE

New York City Water Board, New York

Mr. Markus has served as Project Manager for the rate advisory work of Ernst & Young, Black & Veatch and Amawalk for the Water Board since 1985. The consulting work includes: the annual development of wholesale water rates for upstate customers; recommendations for annual charges to the City; revenue optimization tasks in cooperation with DEP BCS; the analysis of miscellaneous fees and charges; participation at Board meetings; and other tasks as requested by the Board. Working with the New York City Law Department, he has served as the City’s expert witness in proceedings with customers north of the City.

New York City Municipal Water Finance Authority, New York

While with Arthur Young & Company (subsequently, Ernst & Young), Mr. Markus managed the feasibility studies prior to the creation of the Water Finance Authority and New York City Water Board. He managed the preparation of the financial feasibility report that was included in the first bond offering of the Authority in 1985. Since that time, he has had the pleasure of assisting the Authority in preparing the financial feasibility and rate analysis for each bond issue, and making suggestions for the preliminary official statements and investor presentations. The work includes an evaluation of the sources and uses of funds, operation and maintenance expenses, debt service, system revenues and the adequacy of anticipated rates and charges as well as the maintenance of the cash flow and rate model. The consulting assistance also includes an annual survey of the rates and charges of major U.S. cities for water, sewer and stormwater services and periodic surveys of the capital improvement programs of the same cities for comparison with New York. As co-Rate Consultant, Amawalk also supports the analyses and recommendations for annual water and sewer rates and charges for in-City customers.

Mohawk Valley Water Authority, New York

Beginning in 1996, Mr. Markus directed the rate consulting and transition assistance work for the Water Board and Authority that acquired the water system of the City of Utica and began operations for the first time. He assisted the Board in identifying all of the tasks necessary to

PROJECT DIRECTOR

Education

MS, Civil/Environmental Engineering, Polytechnic Institute of New York, 1979

BE, Civil Engineering, Manhattan College, 1975

Additional Credentials

Professional Engineer: New Jersey, 1980 (currently inactive)

American Water Works Association

Water Environment Federation

Years of Experience

45

Specializations and Skills

Financial & Management Consulting; Rate Consulting; Bond Issuance

Office Location

New York, NY, USA

assume management and day-to-day operating and financial control of the water system. A forecast of water system cash flow and rates was prepared for the initial sale of bonds and for the adoption of water rates. Mr. Markus has assisted the Board in each of its bond sales, annual budgets and water rates since its first year of operation to the present time.

Monroe County Water Authority, Rochester, New York

Mr. Markus prepared a cash flow and rate model in 2006 to support the analysis of financing options for a new water supply and treatment project and the remaining components of the Authority's operations and capital improvement program. Workshops were conducted with Authority representatives to refine key assumptions and to evaluate potential scenarios for project financing. Since that time he has directed Amawalk's financial consulting assistance to the Authority including: a valuation report for potential acquisition of the Kodak water supply assets by the Authority, financial analyses to support water supply agreement negotiations with the City of Rochester, multiple cost of service studies, financial analyses to support the issuance of debt, and other rate consulting assistance of the firm.

DC Water, District of Columbia

Mr. Markus was a principal member of the team that conducted the independent budget review for DC Water. He assisted in all aspects of the project including the assessment of the capital plan and Authority operations, report writing and presenting the study findings to the DC Water Board of Directors in 2008.

Since that time, Mr. Markus has directed the work of the Amawalk team in providing financial consulting services for DC Water. This has included the review of each proposal of annual budgets and rates; testimony and questions/answers at public hearing regarding our findings; the periodic review of the cost of service for fire protection; the analysis of DC Water's operating reserves; and the results of our analysis and resulting testimony at a public hearing concerning the appropriateness of the proposed impervious area charge for the recovery of certain stormwater costs. He has also directed the firm's work in preparing the financial feasibility reports to support the sale of water and wastewater revenue bonds from 2009 to the present.

Boston Water and Sewer Commission, Massachusetts

Mr. Markus initially directed the work of Black & Veatch in preparing engineering and financial feasibility reports to support the issuance of bonds by the Commission beginning in 2001. The work included analyzing water demand, operating expenses, capital expenditures and the forecasted cash flows and water and sewer rates of the Commission for the City of Boston. Since leaving Black & Veatch, he has directed the work of Amawalk as financial feasibility consultant to the Commission in connection with the sale water and sewer revenue bonds in 2009 through its most recent sale in 2025. The firm's opinions on financial feasibility are included in the Official Statements for the Commission's bonds. Mr. Markus has directed organizational studies for BWSC to assist in the Commission's reorganization efforts; initially for operation and maintenance and subsequently for management, administrative and support services. The work has included benchmarking with peer utilities for staffing levels as well as salaries for select positions.

Shan Lin

Shan Lin is a Senior Manager with the Amawalk Consulting Group providing financial and management consulting services. She has over 20 years of experience in the forecasting of water demand, complex data analysis, feasibility studies to support the issuance of debt, and the development and use of financial models for water and wastewater clients of the firm. Prior to joining the firm, Ms. Lin was a Marketing Manager for Dell Computer Corporation responsible for crafting and executing market strategies. Before Dell, Ms. Lin was a Consultant with the Black & Veatch Corporation. Examples of her experience are presented below.

New York City Water Board & New York City Municipal Water Finance Authority, New York

From 2008 to the present, Ms. Lin has had lead responsibility for preparing the cost of service study and proposed rates for the customers north of the City that receive wholesale water service. Data is gathered from the Authority, the Board, DEP, OMB, the Law Department, and from the communities and water districts that purchase water from the City. A comprehensive report is prepared which includes a recommended unit rate for quantities of entitlement water provided by the City. On behalf of the Board and the Authority, Ms. Lin is responsible for maintaining the cash flow and rate model for the NYC water and sewer system. She also directs our annual survey of water, sewer and stormwater rates and surveys the capital improvement programs for major U.S. cities on behalf of the Authority.

Ms. Lin has analyzed property tax and water and sewer customer account data as part of a revenue optimization project for DEP's Bureau of Customer Service ("BCS") and the Board. The objective of this project was to identify properties that are receiving water/sewer service but were not receiving an appropriate bill for such service. The results of this initiative were very successful, producing first year billings that alone were well in excess of the cost of fees incurred.

For the development of in-City rates and the work of Amawalk in preparing tables for the Authority's bond issues, Ms. Lin provides quality control for all of the firm's work and prepares the initial draft of the Summary of Assumptions booklet that identifies key background data and assumptions underlying the forecast.

Mohawk Valley Water Authority, Utica, New York

The Mohawk Valley Water Authority retains Amawalk as the Rate Consultant in connection with the Authority's annual budgets and rate-setting as well as for the issuance of bonds. From 2012 through the present time, Ms. Lin has prepared the forecasted cash flows, rates and supporting financial tables for the firm's financial feasibility report for the bonds as well as the firm's annual review of the Authority's budget and rates. She has also led our efforts as a member of the Authority's working group and to support rating agency presentations.

PROJECT MANAGER & FINANCIAL ANALYSIS LEAD

Education

M.B.A., Finance/Accounting,
NYU Stern School of Business,
2004

A.B., Economics, University of
Chicago, 1998

Years of Experience

22

Specializations and Skills

Financial & Rate Analysis;
Feasibility Study;
Benchmarking; Budget
Review; Retail & Wholesale
Cost of Service Study.

Office Location

New York, NY, USA

Monroe County Water Authority, Rochester, New York

Ms. Lin has prepared multiple cost of service studies for the Authority to evaluate the fairness and adequacy of its rates and charges, including the calculation of rates for wholesale customers. The most recent study was completed in 2020. She has compared MCWA rates and charges with those of New York State and regional utilities. She prepared the financial analysis to support the Authority's 2010 bond issuance of \$94.5 million, 2012 bond issuance of \$6.3 million, and the 2020 bond issuance of \$21.9 million. As a follow-up to the most recent cost of service study, Ms. Lin developed a new cash flow and rate model for the Authority. She has updated the model in each of the last few years to reflect adopted Authority budgets and rates.

Portland Water Bureau, Oregon

As financial feasibility consultant, Amawalk prepared a report and opinions supporting the issuance of debt in 2021 and in 2023 for the Bureau's Bull Run major water supply project as well as other water system improvements. Ms. Lin conducted the analysis of the financial forecast of the Bureau, including the evaluation of the data supporting the financial and rate model. She prepared each of the forecast tables that were included in the firm's report and managed the work of our team in comparing water charges and affordability assistance programs of Portland and peer utilities on a regional and national basis. Ms. Lin was a member of the City's working group in the preparation of documents for the successful issuance of bonds.

DC Water, District of Columbia

Ms. Lin has worked with DC Water since Amawalk's initial assignment to perform the independent budget review in 2008. She has prepared the financial feasibility reports to support the sale of water and wastewater revenue bonds from 2009 through the present time. She has had the lead responsibility for Amawalk's analysis of the proposed budget and rates from 2009 through the present time as well as the firm's periodic review of the adequacy of DC Water's reserve funds. Ms. Lin has prepared and presented the cost of service and recommended fire protection fee every three years. Since 2009, she has prepared demographics analyses that examined trends in key residential, business and other indicators that could affect or be related to changes in customer demands for water services and wastewater services. National and regional data is included from both water utility and other non-water sources. Excerpts from these reports are included in public budget documents and presentations to the Board of DC Water. Ms. Lin has also prepared the comparison of water, wastewater and stormwater charges for DC Water from 2010 through the present time.

North Hudson Sewerage Authority (Hoboken), New Jersey

Ms. Lin has prepared updates of the Amawalk cash flow and rate model for the Authority, which includes current data as well as projections of revenues, expenses, debt service, cash flows and debt service coverage for a projection period that extends through the repayment of all outstanding debt. The model is used in our assistance to the Authority in its preparations for setting its annual budgets and rates, feasibility studies for refundings and defeasances, and in monitoring its cash receipts, fund balances and other related matters. The model is also used to assess the impacts of changes in capital spending on cash flows and rates, including the Authority's long-term control plan for combined sewer overflows.

Craig Rittling

Craig Rittling is a Manager Consultant at Black & Veatch and has more than 25 years of experience. He has extensive consulting experience in water, wastewater, stormwater and solid waste utilities, particularly in financial advisory services to governmental entities.

Mr. Rittling has assisted municipalities in securing debt financing by completing financial feasibility studies and engineering reports required by financial institutions in order to issue municipal bonds. He also has a wide range of experience and knowledge in solid waste services, including waste disposal, transportation, waste to energy and financial planning.

PROJECT EXPERIENCE

Wastewater Rate Study and Model, Dayton Department of Water, Ohio

Consultant. Mr. Rittling served as Senior Consultant for this comprehensive wastewater rate study, which includes proposed financial planning, cost of service analysis, and rate design. In addition, Mr. Rittling developed a user-friendly financial planning and rate design model to enable on-going use by utility staff.

Water Rate Study and Model, Greater Cincinnati Water Works, Ohio

Consultant. Mr. Rittling served as Senior Consultant for this comprehensive water rate study, which included proposed financial planning, cost of service analysis, and rate design. In addition, Mr. Rittling developed a user-friendly financial planning and rate design model to enable on-going use by GCWW staff. The model was equipped with a module to help GCWW evaluate incremental costs associated with system expansion.

Stormwater Rate Study, City of Key West, Florida

Project Manager. The City of Key West Stormwater utility faced increasing financial needs as a result of changing state and federal regulations related to stormwater management. The study required the development of a cost-of-service rate model that would provide an equitable and defensible rate structure for the utility.

Impact Fee and Rate Study, Bartow County, Georgia

Project Manager. In response to pressure from the regional planning authority to adopt conservation rates, Mr. Rittling assisted the County in designing and implementing a conservation rate structure that would sufficiently generate revenues to meet the operating costs of the utility. The County, which is in close proximity to metro Atlanta, had seen rapid growth, causing the County to undertake a large capital improvements program. Mr. Rittling completed an impact fee study that set a fee structure that would appropriately recover the capital spending requirements to meet the demand.



MANAGER CONSULTANT

Education

BS, Canisius University
Buffalo, NY 1999

Years of Experience

25

Specializations and Skills

Project Management; Utilities
Financial Planning; Cost of
Service and Rate Design

Office Location

Buffalo, NY, USA

Cost-of-Service Rate Study, Columbia, South Carolina

Project Manager. Mr. Rittling served as project manager during a comprehensive water and wastewater rate study for the City. The City owns and operates a municipal water and wastewater system that provides utility services to both residential and non-residential customers within the City limits, as well as surrounding unincorporated areas. Recent development near the City resulted in a changing customer base for the utility system. As such, Black & Veatch was retained to perform a comprehensive cost-of-service rate analysis, design an equitable rate structure and develop a five-year projection of operating results in order to provide the City with a strategic planning tool for estimating future rate impacts. The analysis included an evaluation of the City's impact fees (system development charges) and connection fees.

General Fund Allocation Assessment, Columbia, South Carolina

Consultant. Mr. Rittling served as a Senior Consultant in the evaluation of direct and indirect cost attribution practices currently used by the City's General Fund to assign cost to the Water Utility. Using the principles of activity-based costing, an allocation approach was developed to link expenses and cost causative drivers, ultimately providing an equitable and defensible cost recovery system for the General Fund. A user-friendly model was developed to allow City staff the ability to update the study annually during the budgeting process. Some ongoing work includes research into industry practices regarding funding of economic development and levels of utility transfers to general funds.

Water and Wastewater Rate Study, Town of Lexington, South Carolina

Project Manager. Mr. Rittling was responsible for conducting a water and wastewater cost-of-service rate study. He also assisted in the development of an impact fee for the Town as it was expanding its system to meet the demands of rapid growth.

Engineer's Report and Bond Feasibility, City of Atlanta, Georgia

Project Manager. Under tight pressure from the Environmental Protection Agency (EPA) and the Georgia Environmental Protection Division (EPD), Atlanta issued over \$900 million in water and wastewater revenue bonds. Mr. Rittling served on Black & Veatch's project team, which prepared the financial feasibility model and the engineer's report, part of the official statement. This thorough study included an assessment of financial feasibility as well as an assessment of the condition of the utility's assets and their ability to meet future demands and regulatory requirements. The project team documented the organization and operation of the water and wastewater functions for the City and evaluated the City's expansive list of capital improvements to be funded by the bond proceeds.

Rate Differential Litigation, City of Atlanta, Georgia

Project Manager. The City of Atlanta applies a water rate differential to customers residing in unincorporated areas of the County. The City and County were involved in litigation regarding the rate differential, which was established pursuant to previous recommendations by Black & Veatch. Mr. Rittling was part of the Black & Veatch team working to review and update the previous analysis, supported the legal team during pretrial preparations and was the litigation expert on behalf of the City throughout the trial.

Prabha Kumar, MBA

Prabha Kumar’s broad and versatile experience spans financial, business, technology, and expert witness services for water, sewer, and stormwater utilities.

Ms. Kumar is a Managing Director in the Strategic Advisory group within Black & Veatch’s Management Consulting, LLC. Her comprehensive areas of expertise include the following: (i) Water/Sewer Financial Planning and Rate Studies; (ii) Utility Business Process and Program Transformation/Performance Management Services; (iii) Stakeholder Facilitation; (iv) providing expert witness and litigation support services in municipal utility rate cases and utility litigation matters; (v) Stormwater Utility Consulting; (vi) Non-revenue Water Management Initiatives; and (vii) Program Development and Implementation.

Ms. Kumar thought leadership contributions include serving as the Lead Author for wastewater and stormwater user fee guidance manuals, namely, the updates to the 2nd edition of the WEF manual, “Wastewater Financing and Charges, Manual of Practice 27” (2018), and the 2nd edition of the WEF manual “User Fee Funded Stormwater Programs” (2013).

PROJECT EXPERIENCE

City of Wilmington; Water, Wastewater, Stormwater Utility Annual Financial Planning and Rate Study; Wilmington, Delaware; 2020 - Present

Project Director. Ms. Kumar directs the annual financial planning and cost of service rate study services. The study includes the development of a financial plan for Fiscal year 2023 through 2028, projection of revenues and revenues requirements; CIP review and financing; cash flow analysis; cost of service analysis and rate design; wholesale wastewater treatment pricing, and benchmarking. She also facilitates presentations and discussions with the Wilmington Utilities Citizens Advisory Board (UCAB), the Mayor’s Office and the City Council. Ms. Kumar has continually managed the water, wastewater and storm water annual financial planning and cost of service study services for the City of Wilmington since 2006.

Unified Government of Wyandotte County (UG); Stormwater Rate Transition Implementation; Kansas City, Kansas; 2017 – Present

Technical Director. Ms. Kumar directed Phase I of the Stormwater Utility Rate Transition Study, which involved the evaluation of impervious area based alternative rate structures, bill impact analysis,



UTILITY POLICIES ADVISORY

Education

MBA, MIS & Marketing, University of California Riverside, 1998

Masters of Philosophy, English Language & Literature, University of Madras, 1990, India

Master of Arts, English Language and Literature, University of Madras, 1986, India

Bachelor of Arts, English Language and Literature, Madurai Kamaraj University, 1984, India

Additional Credentials

Co-chair – AWWA/WEF Utility Management Conference (UMC) 2025

American Water Works Association (AWWA) - Strategic Management Practices Committee

National Association of Clean Water Agencies (NACWA) - Stormwater Committee Member

Years of Experience

25

Specializations and Skills

Business Operations Optimization; Database Applications Development; Financial Planning; Cost of Service Rate Studies; Storm Water Utility Development & Implementation

Languages

English; Tamil

Citizens Advisory Group stakeholder workshop facilitations and implementation planning. In 2023, Ms. Kumar directed the successful Phase 2, implementation of the transition to impervious area based rate structure. The implementation phase included Master Account File (MAF) development; Microsoft Azure platform stormwater data management tool deployment; credits and appeals program launch with manuals; business process workflows; billing integration with the KCBPU utility billing system; and staff training for both UG and KCBPU staff. *Currently, Ms. Kumar is directing the post-implementation support tasks.*

City of Wilmington; Storm Water Utility Billing Support and Advisory Services; Wilmington, Delaware; 2007 - Present

Project Director. The City launched the stormwater utility in 2007. Since the launch, Ms. Kumar has been providing monthly storm water parcel data processing and exceptions handling, storm water account-parcel ID mapping audits, bill processing support, and storm water credits and appeals program management support.

County of San Diego; San Diego County Flood Control District (District) Stormwater Revenue Evaluation Study, Hoboken, New Jersey; 2022 - Present

Project Director. Ms. Kumar recently directed Phase 1 of the comprehensive evaluation of the District's annual stormwater revenue tax allocation. The study, which was designed with three stages of analysis, included the following: (i) Comprehensive review and documentation of the District's level of service with respect to stormwater management services the District provides to the various Tax Revenue Area (TRAs); the annual property tax revenue allocation approach and practices; the legislative basis; and the magnitude of revenues generated; (ii) Gap analysis of revenue needs and cost recovery; the current methodology, practices and constraints; and (iii) Determination of opportunities for revenue enhancements and a summary of recommendations to optimize revenue generation within the existing general tax levy construct.

City of Delray Beach; Stormwater User Fee Revenue and Tax Billing Integration Support, Delray Beach, Florida; 2022 - Present

Project Director. Ms. Kumar directed the stormwater user fee rate study and the preparation of stormwater tax roll assessment for billing via Palm Beach County's tax assessment system. Tasks completed include: (i) program definition and development of a multi-year stormwater financial plan; (ii) development of stormwater utility policies; (iii) digitized impervious area development; (iv) design of a stormwater rate structure; (v) preparation of the stormwater tax roll; and (vi) stormwater appeals program along with manuals and business process workflows.

Metropolitan Sewer District of Greater Cincinnati; Wet Weather Rate Restructure Study; Cincinnati, Ohio; 2021 – Present

Project Director. Ms. Kumar recently directed the Sewer Rate Study and the Wet Weather Rate Transition Study. Phase I of the study, involved an evaluation of transitioning the recovery of a portion of the wastewater costs to a Wet Weather Impervious Surface Charge to enable a more equitable wet weather cost recovery. Ms. Kumar also helped facilitate the stakeholder engagement process which included an aggregate of eight stakeholder group work sessions, development of briefing papers and presentations. Currently, she is leading the sewer rate study alternative rate structure evaluation initiative.

David Sayers

David Sayers has over 20 years of experience in the fields of water use analyses, water conservation and efficiency, water resources management, water system audits, and water system financial analysis. He has experience working in the UK and the United States for a water utility and regulatory agency and now works as a consultant to combine his subject knowledge with a proficiency in data management and analytics to allow clients to make data-driven decisions.

David is highly proficient with a variety of analytical software packages including SQL Server, ArcGIS, Power BI and he is the lead developer of the American Water Works Association (AWWA) Free Water Audit Software© and associated water audit data management tool which have been downloaded over 20,000 times

PROJECT EXPERIENCE

[Philadelphia Water Department; AMI Demand Study; City of Philadelphia, Pennsylvania; 2024, 2026](#)

Technical Lead. In support of the Financial Planning and Cost of Service Study, David led a study to provide new insights into the timing of peak demands on the system, and the drivers of those demands, by utilizing hourly customer consumption data from the City’s Advanced Metering Infrastructure (AMI). David was the architect for managing and integrating multiple data sources to support the Demand Study, utilizing records from system production data, water storage data, customer billing data, and over 800 million AMI data records. David worked with the client and rate modeling team to integrate the Demand Study results into the Cost of Service Study and ultimately through to successful incorporation into rate design following Rate Board approval.

[Veolia Water New York; Evaluation of Low-Income Assistance Programs; Rockland County, New York; 2017, 2023](#)

Project Manager. David led the evaluation of a potential low-income assistance program for Veolia in Rockland County, NY. The evaluation included a review of established best practices and published research on low-income programs within water utilities across the United States. David’s team worked closely with Veolia to determine how a low-income program could be tailored for the Rockland County customer base, taking a close look at how assistance could be provided for hard-to-reach low-income residents within multi-family buildings. As project manager, David’s involvement extended to presenting during public



DATA ANALYTICS & CUSTOMER ASSISTANCE PROGRAMS

Education

BS, Environmental Studies, Environmental Protection and Monitoring, University of Hertfordshire, 1997, United Kingdom

Additional Credentials

- Pennsylvania AWWA Water Loss Control Committee
- AWWA WLCC Software Sub-Committee/Lead Developer
- AWWA Water Loss Control Committee
- American Water Works Association

Years of Experience

25

Specializations and Skills

- AWWA Water System Audits;
- Data-driven Analyses and Visualization;
- Financial & Rate Analyses;
- Program Development & Implementation;
- Water Efficiency & Water Loss Control

meetings and authoring a final report for submission to the New York Public Services Commission.

[Great Lakes Water Authority; Units of Service and System Water Audit for Non-Metered Customers; Detroit, Michigan; 2017-2023](#)

Project Manager. David was the Project Manager for this study of one of the largest and most complex water distribution systems in the U.S. The Great Lakes Water Authority (GLWA) provides water to approximately 3.5 million customers in southeast Michigan, including the City of Detroit and over 100 surrounding communities. Black & Veatch was hired to develop the Units of Service for communities that are supplied with water by GLWA but do not have a master meter. Simultaneously, Black & Veatch developed a Water Audit using AWWA M36 principles for the entire water system. The project covered all aspects of the standard Water Audit over a 5 year period, from an evaluation of water production facilities through to analyses of hourly consumption data from the Itron AMI network covering Detroit's 200,000 customers.

[Veolia Water New York; Comprehensive Service Classification Study; West Nyack, New York; 2018-2019](#)

Project Manager. David was the Project Manager for developing a Comprehensive Service Classification Study with a particular focus on multi-family sub-classes of customers, and the seasonality of commercial and industrial customers. The Black & Veatch team leveraged its nationwide expertise and experience with evaluating utility rate-setting policies, technical analysis of customer accounts and usage profiles and industry-accepted cost of service and rate structure principles. The team also developed sophisticated and automated analytical techniques to cross-check the billing database against third-party land use classifications and used online mapping tools to retrieve property image data to verify the accuracy of classifications. A project report was produced and submitted to the New York Public Services Commission.

[City of Vaughan; Annual Water Audit & Water Loss Reduction Strategy; City of Vaughan Ontario Canada; 2024 - Present](#)

Subject Matter Expert. David provided technical review of the City's water audit data and developed a Power BI Dashboard to track trends over time. David led the analysis of the City's customer meter inventory and developed a suggested meter testing and replacement strategy. This work was part of a broader effort by Black & Veatch to develop a comprehensive 5-year Non-Revenue Water (NRW) reduction strategy.

[Sewerage and Water Board of New Orleans; Customer Assistance Program Development; New Orleans, Louisiana; 2020 – In Progress](#)

Subject Matter Expert. David led the analysis of customer data to help the Sewerage and Water Board of New Orleans (SWBNO) develop a customer assistance program (CAP). This involved coordination with multiple sub-contractors and other third parties to obtain relevant information. David led the development of a Power BI dashboard and developed other analytics, including GIS, to link the multiple data sets (customer demographic data, U.S Census data, customer water usage data, assistance program data) to effectively communicate alternative scenarios of assistance to optimize the CAP. The data analysis and findings were presented to SWBNO in a Black & Veatch-led workshop and follow-up working sessions with the client.

Brian Merritt

Brian Merritt is a Principal Consultant with Black & Veatch’s Rates and Regulatory Practice. With a background in civil and water resources, he brings more than 23 years of experience in the engineering and consulting industry.

Mr. Merritt has extensive experience in in project management, stormwater fee implementation and development, cost of service, financial planning and rate design, wholesale rate and contract support, engineering design, permitting, public outreach, program evaluations and planning, and funding strategy implementation.

PROJECT EXPERIENCE

Philadelphia Water Department, City of Philadelphia, Pennsylvania; Financial Planning and Cost of Service Study; 2019-Present

Project Manager. Mr. Merritt serves as Black & Veatch’s Project Manager for the Water Department’s Cost of Service Consulting contract. Routine work includes the financial planning, wholesale contract negotiation support, stormwater cost of service analysis, and rate study update for the Philadelphia Water Department (PWD). The study involves a six-year financial planning, cost of service analysis, cost allocation analysis, policy issues review, rate design, and rate case support. Mr. Merritt is currently managing the Water Department’s Alternative Rate Structure Evaluation, which will examine water, sewer and stormwater rates, along with supporting policies and programs.

City of Charleston, SC; Stormwater Utility Account Management System Update; 2024-Present

Project Manager. Mr. Merritt serves as Black & Veatch’s Project Manager for the City of Charleston, SC’s Stormwater Department Account Management System Update project. The initial phase of work included evaluation of existing billing data, billing policies, associated account management systems, data transfer and maintenance, policy review and exploration of billing mechanism alternatives. Current work includes development of updated stormwater billing data, review of rate structure alternatives, billing system updates, refresh of data management process and procedures, collection and enforcement policy review, among other tasks.

City of Hoboken, New Jersey; Stormwater Utility Feasibility Study; 2022- Present

Project Manager. Mr. Merritt serves as Black & Veatch’s Project Manager for a Stormwater Utility Feasibility Study for the City of Hoboken, New Jersey. The project involves a review of the City’s current stormwater management program, identification of program improvements and level of service enhancements, as well as capital improvements needs. Work also includes impervious



RATE STRUCTURE ALTERNATIVES

Education

MS, Civil & Environmental Engineering, Lehigh University, 2007

BS, Civil & Environmental Engineering, Lehigh University, 2000

Years of Experience

23

Specializations and Skills

Financial Planning; Cost of Service Analysis; Rate Structure Analysis and Design; Alternative Rate Structure Evaluations; Stormwater Fee and Utility Implementation; Public Outreach and Stakeholder Engagement; Needs Assessments.

area development, customer classification, rate structure development, policy development including credits. Recommendations were provided to City leadership in late-2022.

[Metropolitan Sewer District of Greater Cincinnati \(MSD\); Wet Weather Impervious Surface Charge Feasibility Study; 2021](#)

Project Support. Mr. Merritt provided project support in a study to evaluate the feasibility of implementing a new wet weather fee by bifurcating costs currently recovered by the Metropolitan Sewer District under its sewer rates. Mr. Merritt aided in the rate structure development and the evaluation of available data sources (including impervious area and property assessment data), to help identify potential rate structure options and associated policies.

[City of Newark, New Jersey; Stormwater and Sewer Rate Study; 2020-2021](#)

Project Support. Mr. Merritt served as project manager to City of Newark, New Jersey's Department of Water and Sewer Utilities' Stormwater and Sewer Rate Study. The primary objective of the study was to evaluate the impact of the implementation of a stormwater fee on Newark's sewer rates and to evaluate customer bill impacts ahead of further consideration by City leadership. City staff and administration were presented with the results of both analysis in 2021.

[City of Myrtle Beach, South Carolina; Stormwater Management Fee and Level of Service Analysis Rate Study; 2020-2021](#)

Project Manager. Mr. Merritt served as Black & Veatch's project manager, as a subconsultant to W.K. Dickson, working with the City of Myrtle Beach to complete a comprehensive review of their stormwater rates. Work included the creation of stormwater financial and rate model, projecting detailed revenue requirements, modeling the impact of the level of service alternatives, developing capital financing mix, identifying the City's fiscal position and required financial metrics. Anticipated system-wide revenue increases were developed along with the associated rate schedules to support the increase in the City's stormwater operational and capital program needs to address growth, climate change and water quality issues. A final report is currently being developed and will be delivered to the City in June of 2021.

SELECTED PUBLICATIONS AND PRESENTATIONS

[Publications](#)

Co-Author for Chapter 9 – "Wet Weather Financing and Cost Recovery". Wastewater Financing and Charges, Manual of Practice 27, 5th Edition. (2025). Water Environment Federation, Alexandria, VA.

[Presentations](#)

Co-presenter, "Stormwater Utility Reboot: The Need to Maintain Equity in Stormwater Cost Recovery," StormCon, September 2022.

Co-Author "Rate Rider Mechanisms – An Effective and Efficient Cost Recovery Tool for Water and Wastewater Utilities," 2021 Utility Management Conference in Atlanta, GA., August 2021.

Philadelphia Water's Tiered Assistance Program (TAP) Cost Recovery & Financial Safeguards, AWWA/WEF Affordability Symposium, August 2018

Appendix C

Insurance Requirements

INSURANCE REQUIREMENTS FOR SERVICES AGREEMENT

COST OF SERVICE AND RATE STRUCTURE CONSULTING SERVICES

ECWA Project No. 202500235

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). 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.

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. **C 105.2 Required.**

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used. **DB 120.1 Required.**

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. Professional Liability:

- \$5,000,000 Per Claim
- \$5,000,000 Aggregate

f. Cyber Liability:

- \$1,000,000 Per Claim
- \$1,000,000 Aggregate

Certificates of Insurance to be provided to ECWA 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 ECWA 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 ECWA 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 ECWA 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 ECWA, 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 ECWA 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, ECWA 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)

03/05/2026

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 have ADDITIONAL INSURED provisions or 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 Fenner & Esler Agency, Inc 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060		CONTACT NAME: Timothy P. Esler PHONE (A/C, No, Ext): (201) 262-1200 FAX (A/C, No): (201) 262-7810 E-MAIL ADDRESS: certs@fenner-esler.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co. of America	NAIC # 25674
		INSURER B: Travelers Indem Co of America	25666
		INSURER C: The Phoenix Insurance Co.	25623
		INSURER D: Beazley Insurance Company	37540
		INSURER E:	
		INSURER F:	
INSURED Amawalk Consulting Group LLC 48 Wall Street, Suite 1100 New York NY 10005			

COVERAGES**CERTIFICATE NUMBER:** Master 25-26**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			680-6H138990-25-47	10/19/2025	10/19/2026	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 2,000,000
OTHER:			GENERAL AGGREGATE \$ 4,000,000				
B	AUTOMOBILE LIABILITY	Y	Y	BA-0R207526-25-47-G	10/19/2025	10/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-7J19649A-25-47-G	10/19/2025	10/19/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			V15K3O251901	10/19/2025	10/19/2026	Per Claim Limit \$1,000,000
	Retro Date: Full Prior Acts						Aggregate Limit \$3,000,000
							Per Claim Deductible \$20,000

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

Additional Insured - ERIE COUNTY WATER AUTHORITY, its officers, agents and employees as respects general and auto liability where required by written contract. Retroactive Date for Increased Limits (\$1M/\$3M): 05-Dec-2020; Retroactive Date for Original Limits (\$1M/\$2M): Full Prior Acts. *Cyber Policy C-4MA1-258791-CYBER-2025-A; EFF: 01/30/2025 -01/30/2026; Lim: \$1,000,000; Coalition Insurance Solutions, Inc. General and auto Liability Additional Insured is primary and non-contributory where required by written contract. Waiver of Subrogation applies as respects general and auto liability where required by written contract.

APPROVED/MJM

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 
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only) Amawalk Consulting Group LLC 48 Wall Street, Suite 1100 New York NY 10005</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 212-361-0050</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 20-3238144</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ERIE COUNTY WATER AUTHORITY 295 Main Street, Room 350 Buffalo NY 14203</p>	<p>3a. Name of Insurance Carrier The Phoenix Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" UB-7J19649A-25-47-G</p> <p>3c. Policy effective period <u>10/19/2025</u> to <u>10/19/2026</u></p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail). **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Timothy P. Esler
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Timothy P. Esler 3/5/26
(Signature) (Date)

Title: Principal

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-262-1200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.