



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM
November 25, 2025

To: Jennifer L. Hibit, Secretary to the Authority

From: Adam R. Massaro, Distribution Engineer *ARM*

Subject: Woodland Hills Phase 2
Town of Clarence
ECWA File No.: BCD-25-02
EC #7541
ECWA Project No.: 202500246

The documents listed below have been reviewed and accepted by the Engineering Department and Legal Department, a part of the final Authority approval of the Builder-Contractor-Developer (BCD) watermain extension process. The above referenced project is located in a direct service area which requires the BCD process in order to design and construct a watermain extension that will be owned (direct service) by the ECWA. These documents are required by, and identified in, the BCD agreement previously executed by the developer and ECWA.

- ECWA Authorization Form
- Bill of Sale
- Schedule of Inventory
- Certificate of Construction Compliance
- Maintenance Bond
- Payment Bond

A resolution is requested for the final acceptance of the subject BCD project and adding it to the Authority's property records.

ARM:lal1
cc: L.Kowalski
K.Gillette
M.Quinn
J.Tomaka (w/Schedule of Inventory)
J.Brown (w/Schedule of Inventory)

**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: 12/02/2025

Chief Operating Officer



Date: 12/02/2025

Claims Rep. – Risk Manager

Date: _____

Comptroller

Date: _____

Director of Administration

Date: _____

Director of Distribution



Date: 12/2/2025

Director of Human Resources

Date: _____

Director of IT

Date: _____

Director of Operations

Date: _____

Director of Planning & Water Supply

Date: _____

Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer



Date: 12/8/2025

General Counsel (Legal)



Date: 12/8/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 12/8/2025

Remarks: _____

Resolution Date: _____ Item No: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

Cimato Bros. Construction, Inc
9220 Transit Road
East Amherst, NY 14051

Party of the first part, for and in consideration of the sum of TWO AND 00/100 DOLLARS and other good and valuable consideration (\$2.00) lawful money of the United States, to the party of the first part in hand paid, by the ERIE COUNTY WATER AUTHORITY, 350 Ellicott Square Building, 295 Main Street, Buffalo, New York 14203, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these present does grant and convey unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof.

Woodland Hills Subdivision – Phase 2
Town of Clarence
EC No. 7541, BCD: 25-02
Project No. 202500246

TO HAVE AND TO HOLD, the same unto the said part of the second part, the heirs, executors, administrators, successors and assigns thereof forever. And the party of the first part does covenant and agree to and with the said party of the second part, to WARRANT AND DEFEND the sale of the said goods and chattels hereby sold unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof, against all and every person and persons whosoever.

The party of the first part FURTHER WARRANTS that it is the sole and absolute owner of the property described in said "Bill of Sale", and each and every part thereof, and it has the full right to sell and transfer the same.

That the said property, and each and every part thereof, is free and clear of any and all liens, mortgages, debts and other encumbrances or claims of whatsoever kind or nature.

The party of the first part is not indebted to anyone and has no creditors in connection with said property.

That there are no judgments existing against said party, in any Court, nor are there any relevant attachments or executions, issued against said party now in force; nor has any petition in bankruptcy been filed by or against it.

That this warrantee is given for the purpose and with the intent of inducing the party of the second part to purchase the property described in said Bill of Sale, Knowing that such party will rely thereon and pay a good and valuable consideration thereof.

The parties of the first part shall be responsible for any and all costs, disbursements and attorney fees incurred by the party of the second part in any litigation, dispute or other legal proceeding relating to this Bill of Sale.

Whenever the text hereof requires, the singular number used herein shall include the plural and all genders.

IN WITNESS WHEREOF, the party of the first part has duly executed this Bill of Sale on the 30th day of October 2025.



Ferdinando A. Cimato – President
Cimato Bros. Construction, Inc

STATE OF NEW YORK

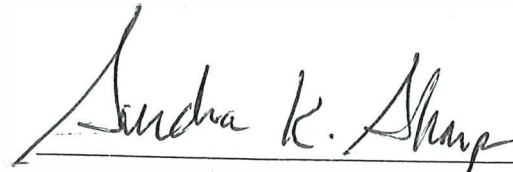
COUNTY OF ERIE SS.:

On this 30th day of October 2025 before me personally came

Ferdinando A. Cimato

to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (they severally) duly acknowledged to me that he (they) executed the same.

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137
Qualified in Erie County
Commission Expires July 6, 2026



Notary Public

ERIE COUNTY DEPARTMENT OF HEALTH
Division of Public Health Laboratories and Environmental Health
Office of Environmental Health Services
503 Kensington Avenue
Buffalo, NY 14214
716-961-6800 (office)/716-961-6880 (fax)

CERTIFICATE OF CONSTRUCTION COMPLIANCE

Project Description:

Name of Project Woodland Hills Phase 2 - (T) Clarence BCD-25-02

Location Paul's Hideaway

Description (If different, supervising engineer must clarify).

560 LF of 8" PVC on Paul's Hideaway

Approval Date 09/07/22

Erie County Health Department

Permit Number RWIN-B4SH75

Construction of the above project must be under the supervision of a person or firm licensed to practice professional engineering in the State of New York, as required under the State Education Law. The person or firm supervising the above project must file a Certificate of Construction Compliance within 30 days after completion of construction, with the Erie County Health Department at the above address.

Date of Start of Construction

October 15, 2025

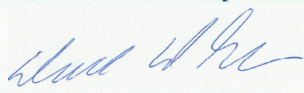
Date of Completion

October 30, 2025

I hereby certify that the above project has been construction according to the plans and specifications which were approved by the Erie County Health Department on the above date.

October 30, 2025

Date


Signature of Supervising Engineer

Name of Firm or Office

Donald Gallo, Consulting Engineer, P.C.

Address

589 Delaware Ave.

Buffalo, NY 14202

New York State License #

057875



Pressure Test / Leakage Test Report

(Please print all information)

Project Name: T-Clarence Woodland Hills Phase 2
Paul's Hideaway
RWIN-B4SH75

Date of Testing: 10/22/25

Test by: Cimato Bros.

Inspector Name: Thomas N Herr Jr

Firm: Donald Gallo, Consulting Engineer, P.C.

Location: Paul's Hideaway

Watermain Diameter: 8 inches

Diameter of Reservoir: 15" inches

Watermain Type: DIP PVC PCCP

Starting Depth: 32" inches

If Reservoir is greater than 15" in diameter, the test shall be run for a minimum of four (4) hours.

Ending Depth: 32" inches

Length of Main: 560 linear feet

Volume Loss: cf x 7.48 gal/cf = 0 gallons

(Maximum distance of 2,000 LF)

Leakage Rate Allowed: 0.53 g/hr/1000 LF x 560 LF x 2 hrs divided by 1000 = 0.59 gallon

Hour
AM/PM

Time (hrs:min)	Pressure Reading (psi)	Repressurized To (psi)	Pressure Loss (psi)	Cumulative Pressure Loss (psi)	Leakage Recorded (gal)
9:00 AM	170		0		
9:15	170		0		
9:30	170		0		
9:45	170		0		
10:00	170		0		
10:15	170		0		
10:30	170		0		
10:45	170		0		
11:00	170		0		
If the cumulative pressure loss is 3 psi or greater, run test for another 2 hours.					
2:30					
3:00					
3:30					
4:00					
Total Recorded Leakage (gal):					0
Total Allowed Leakage (gal):					0.59

- Before the test, did you witness all the line valves opened, and all the end valves closed? ☒ Yes / No
- Does the mainline, and every tee branch, have 2" or larger blowoffs for proper flushing? ☒ Yes / No
- Did you witness the pressure gauge dropping to zero when the pressure was released? ☒ Yes / No
- Was the total pressure loss recorded less than 5 psi? ☒ Yes / No
- Do you believe the test passed per all current ECWA and Erie County Health Dept specifications? ☒ Yes / No

Scoured per ECWA standards prior to test

Inspector's Signature and Date: Thomas N Herr Jr 10/22/25

Paul's Hideaway

Rev 03/18

McANDREW LABORATORY, INC.
3841 Sheldon Road
Orchard Park, New York 14127
(716) 649-7960

Company Cimato Bros Const. Date Sampled: 10/23/25 Time: 12:00 P
Address 9220 Transit Rd. Date Rec'd: 10/23/25 Time: 12:55 P
2 Amherst NY 14051 Date Tested: 10/23/25 Time: 1:00 P
Temp. Rec'd at Lab: °C 70 Date Reported: 10/24/25 Time: 11:5 P
Sampled By: J.M. Arl Analyzed By: J.M. Arl Examined by: J.M. Arl
Method: Standard Methods – ONPG-MUG SM20, 21-23 9223B N.Y. Lab ID# 10234
Method: Standard Methods - HPC SM20, 21-23 9215-B EPA Lab Code NY01354

Sample Number	Site ID/Source of Sample	Total Coliform/100ml		E. Coli	Count	HPC /ml	Residual free Cl ₂ mg/l (ppm)
		Positive	Negative				
	<u>Kendall's Trail</u>						
	<u>Clarence, NY</u>						
<u>C102325-1</u>	<u>2" B/D 2+6D</u>		<u>N</u>	<u>N</u>			<u>0.8</u>
<u>C102325-2</u>	<u>3/4" RPZ 0+6D</u>		<u>N</u>	<u>N</u>			<u>0.8</u>
	<u>Paul's Hideaway</u>						

Sample Residual Chlorine up to 5.0 ppm neutralized before testing

Time Agar melted _____ Temp Agar _____ °C HPC Control _____ Sample Volume used _____ Inc. # _____
AWP Control _____ Agar Lot# _____
Air Control _____
Reviewed by: J.M. Arl Pg. 1 of 1

The information contained in this report is accurate to the best of our knowledge and ability. The results in this report apply to the sample(s) as received, and only apply to the items tested. In no event shall our liability exceed the cost of these services. All components of this report are part of a complete report. All testing performed at McAndrew Laboratory, Inc. This report shall not be reproduced, except in full, without approval of McAndrew Laboratory, Inc.

McANDREW LABORATORY, INC.

3841 Sheldon Road
Orchard Park, New York 14127
(716) 649-7960

Company Limato Bros. Const. Date Sampled: 10/24/25 Time: 11⁵⁰ A
Address 9220 Transit Rd Date Rec'd: 10/24/25 Time: 12³⁰ P.
Edenherst NY 14051 Date Tested: 10/24/25 Time: 12³⁵ P.
Temp. Rec'd at Lab: °C 0212 Date Reported: 10/25/25 Time: 100P
Sampled By: JM: 4-15 Analyzed By: JM: 4-15 Examined by: [Signature]
Method: Standard Methods - ONPG-MUG SM20, 21-23 9223B N.Y. Lab ID# 10234
Method: Standard Methods - HPC SM20, 21-23 9215-B EPA Lab Code NY01354

Sample Number	Site ID/Source of Sample	Total Coliform/100ml		E. Coli	Count	HPC /ml	Residual free Cl ₂ mg/l (ppm)
		Positive	Negative				
	Kandafers Trail						
	Pauls Hideaway						
	Clarence, NY						
C102425-1	2" B/p 2+60		N	N			0.7
2	3/4" RPZ 0+60		N	N			0.7

Sample Residual Chlorine up to 5.0 ppm neutralized before testing

Time Agar melted _____ Temp Agar _____ °C HPC Control _____ Sample Volume used _____ Inc. # 1
Reviewed by: JM AWP Control _____ Agar Lot# _____ Pg. 1 of 1
Air Control _____

The information contained in this report is accurate to the best of our knowledge and ability. The results in this report apply to the sample(s) as received, and only apply to the items tested. In no event shall our liability exceed the cost of these services. All components of this report are part of a complete report. All testing performed at McAndrew Laboratory, Inc. This report shall not be reproduced, except in full, without approval of McAndrew Laboratory, Inc.

**ERIE COUNTY WATER AUTHORITY
MAIN EXTENSION AGREEMENT
(Builder-Contractor-Developer)**

The **ERIE COUNTY WATER AUTHORITY**, a public benefit corporation created and existing under the laws of the State of New York, with its principal office at 295 Main Street, Room 350, Buffalo, New York, 14203, hereinafter called the "Authority", and **CIMATO ENTERPRISES INC.**, 9220 Transit Road, East Amherst, New York 14051, (hereinafter "Developer - BCD Applicant) and **CIMATO BROS. CONSTRUCTION, INC.**, 9220 Transit Road, East Amherst, New York 14051, (hereinafter "Contractor - BCD Applicant," collectively with Developer-BCD Applicant as "BCD Applicants"). The BCD Applicants agree as follows:

1. This Agreement is made pursuant to Subdivision 10, Section 1054 of the Public Authorities Law and Title 10.00, "Extensions of Mains" of the Authority's Tariff.
2. The BCD Applicants desire to install water mains, hydrants and appurtenances as follows:

INSTALL approximately 560 +/- linear feet of 8" PVC water main in Woodland Hills Phase 2, Town of Clarence, under an Erie County Water Authority Builder-Contractor- Developer (BCD) Agreement.

Paul's Hideaway

BEGINNING at approximate station 0+60 along Paul's Hideaway, thence easterly around a cul-de-sac a distance of approximately 560+/- linear feet within proposed right-of-way of Paul's Hideaway, ending with a permanent blow off at approximate station 2+60.

AS SHOWN and noted on Greenman Pederson's drawing of Woodland Hills Phase 2, Town of Clarence, dated November 7, 2025.

3. The BCD Applicants must be business entity registered with the New York Secretary of State to do business in the State of New York.
4. The BCD Applicants shall submit two (2) prints of subdivision drawings showing the proposed water main installation, hydrants, and appurtenances to the Authority's Plan Review Section for review. One (1) print will be returned either approved or marked for correction. If corrections are required, two (2) prints of the revised drawings shall be resubmitted to the Engineering Department for review and approval. The same procedure shall be followed until the drawings are approved.
5. If the Authority requires a main greater than eight (8") inches in diameter be installed in a subdivision for the Authority's convenience, the Authority will either

install the main, or pay the BCD Applicants the cost difference between installing an eight (8") main and installing the larger main. If the Authority installs a main greater than eight (8") inches in diameter, the BCD Applicants will be required to pay the Authority only the cost for installing an eight-inch main. The Authority must receive payment in advance before the Authority will install any such main. This provision only applies when the Authority directs the installation of a main greater than 8" inches for reasons unrelated to the water needs and demands of the BCD Applicants' subdivision.

6. If the BCD Applicants require a main larger than an eight (8") inch to service the subdivision, the BCD Applicants shall install such main.
7. In the event a water main(s) is (are) required to reach the subdivision, the BCD Applicants will be required to submit a plan in compliance with provisions 10.02 through 10.10 of the Authority's Tariff subject to the approval of the Authority.
8. Vacant lots in new subdivisions which are to receive water service for an existing main appropriate to the service requested will not be included in this Main Extension Agreement. Applications for these services are to be made individually as each structure is erected. Those services will be installed by the Authority in accordance with the provisions of Section 4.00 of the Authority's Tariff in effect at the time the application is made.
9. After the Authority has approved the subdivision drawings, final approval of the subdivision drawings must be obtained from the town, city or other appropriate governmental body. Two reproducible approved drawings shall then be submitted to the Authority for signature of the Authority's Executive Engineer. Two reproducible signed drawings will be returned to the BCD Applicants upon execution of the Main Extension Agreement.
10. Prior to beginning installation of the water mains, hydrants and appurtenances, BCD Applicants shall provide the Authority with the following:
 - a. Names of all sub-contractor, if any, who will be installing water mains and appurtenances;
 - b. Shop drawings showing that all materials used in the construction of the water mains and appurtenances meet the Authority's specifications;
 - c. Name of engineer who will do the full-time inspection;
 - d. Five (5) days advance written notice of the starting date of construction;
 - e. A certified copy of the resolution of the town, city or other appropriate governing body authorizing and approving the installation of hydrants. Such resolution shall set forth that the town, city or other appropriate governing body shall pay the annual rates for the hydrants to be installed as provided for in the Authority's Tariff.

11. The BCD Applicants shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.
12. Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then turn on the mains, which have been accepted by the Authority, and service can begin.
13. Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, BCD Applicants shall have the Contractor - BCD Applicant provide the Authority with the following:
 - a. Maintenance bond.
 - (1) A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.
 - (2) Said bond shall cover a period of twenty-four (24) months following the completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor – BCD Applicant agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.
 - (3) The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.
 - (4) If the Contractor – BCD Applicant defaults on its/his/her obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.
 - b. Payment bond.
 - (1) A payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances.

- (2) The Contractor - BCD Applicant will provide said payment bond to insure all labor and materials supplied for the construction and installation of the water mains and appurtenances have been fully paid, ensuring the Authority accepts such water mains and appurtenances without liens or encumbrances.
 - (3) Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances.
 - (4) The completion date shall be established as the date of acceptance of the work by resolution of the Authority.
 - c. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.
 - d. A statement, signed and sealed by the BCD Applicants' engineer, that all work involved in the installation of water mains and appurtenances was completed in accordance with drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the BCD Applicants' engineer provided full time resident inspection of the work.
 - d. One (1) reproducible and electronic file AutoCad 2000 version on CD Rom or diskette record drawing, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. The record drawing shall be marked "As-Built" and bear the seal and license number of the BCD Applicants' engineer. The BCD Applicants' engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.
 - e. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.
- 14. Water service connections will be installed by the Authority at the time requested by the BCD Applicants. The BCD Applicants shall make arrangements for the water service connection as well as meter installation and payment.
 - 15. The BCD Applicants shall notify the Authority when customer service is desired at an individual premise so that a meter can be installed. If the BCD Applicants fail to notify the Authority that a meter should be installed, the BCD Applicants shall

be required to pay three (3) times the monthly minimum charge for the size of meter to be installed for each month or part thereof that water has been used at the premise. This period of time will be calculated from the date of issue of the Certificate of Occupancy or the date of sale by the BCD Applicants of said premises, whichever is earlier, to the date the meter is installed. Meter installations will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.

16. No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system, or periodic drills by legally constituted fire companies, unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present.
17. At the completion of all the work, labor and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.
18. Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to BCD Applicants in the same manner as if the mains were originally installed by the Authority.
19. The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any other source of water supply not approved by the Department of Health of the State of New York.
20. It is mutually understood and agreed:
 - a. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but BCD Applicants shall not by reason thereof be entitled to any repayment.
 - b. Any authorized representative of the Authority shall have free access to the premises of the BCD Applicants at any reasonable time for the purpose of reading the meter or inspecting said construction.
 - c. Only a town, village or legally constituted water district is permitted to resell water supplied by the Authority except as provided in Section 11.05 of the Authority's Tariff.

- d. Water Service may be disconnected for any of the reasons enumerated in the Authority's Tariff.
 - e. This extension shall be made in accordance with provisions of the Authority's Tariff.
21. The effective date of this Agreement is November 18, 2025.
22. The Developer and Contractor must sign, execute and return this Agreement to the **Erie County Water Authority, Attn: Legal Department, 295 Main Street, Room 350, Buffalo, New York 14203** within six months of its effective date. If the Legal Department does not receive a fully executed Agreement within this six-month period, the Agreement will be considered null and void.

IN WITNESS WHEREOF, the parties acknowledge the terms and conditions of this Agreement and have duly caused their seals to be hereunto affixed and these presents to be signed by their duly authorized officers.

CIMATO ENTERPRISES INC.




FRED CIMATO, President

CIMATO BROS. CONSTRUCTION, INC.



FRED CIMATO, President

ERIE COUNTY WATER AUTHORITY



JEROME D. SCHAD, Chair

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

On this 20th day of November, 2025, before me personally came
FRED CIMATO, to me known, who being by me duly sworn, did depose and say that he resides
at Clarence Center NY; that he
is President of CIMATO ENTERPRISES INC., the corporation described in, and which executed,
the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said
corporation and that he signed his name thereto by like order.

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137
Qualified in Erie County
Commission Expires July 6, 2026

Sandra K. Sharp
Notary Public - State of New York


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

On this 20th day of November, 2025, before me personally came
FRED CIMATO, to me known, who being by me duly sworn, did depose and say that he resides
at Clarence Ctr, NY; that he
is President of CIMATO BROS. CONSTRUCTION, INC., the corporation described in, and
which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
Directors of said corporation and that he signed his name thereto by like order.

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137
Qualified in Erie County
Commission Expires July 6, 2026

Sandra K. Sharp
Notary Public - State of New York

COUNTY OF ERIE) ss:


Notary Public - State of New York

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Cimato Bros. Construction, Inc.
9220 Transit Road
East Amherst, NY 14051
Phone (716) 688-3536 Fax (716) 688-2799

'We Move the Earth'

November 21, 2025

Erie County Water Authority
attn: Legal Department
250 Main Street – suite 350
Buffalo, NY 14203

Re: Woodland Hills -Ph 2
Town of Clarence
ECWA Project No. PN 202500246
EC No. 7541 BCD-25-02

Dear Legal Department

Enclosed please find two originals of the Main Extension Agreement (BCD) of the above referenced Woodland Hills -Ph 2 project which ave been duly executed and notarized by both parties .

Any questions feel free to contact me at 716 861-3529

Cordially,

Ferdinando A. Cimato
Ferdinando A. Cimato
President

enclosures

Maintenance Bond

Bond No. 30262644

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Cimato Brothers Construction
9220 Transit Road
East Amherst, NY 14051

SURETY (Name and Address of Principal Place
of Business):

Western Surety Company c/o CNA Surety
151 N. Franklin St., 17th Fl.
Chicago, Illinois 60606

OWNER (Name and Address):

Erie County Water Authority
295 Main St., Room 350
Buffalo NY 14203

CONTRACT

Project No: 202500246

Amount: Forty One Thousand Two Hundred Eighty Seven and 20/100 (\$41,287.20)

Description: Main Extension Agreement (Builder-Contractor-Developer)
Woodland hills- Phase 2
Town of Clarence
BCD: 25-02; EC #7541
ECWA Project No.: 202500246

BOND

Date (Not earlier than Contract Date): November 19, 2025

Amount: Forty One Thousand Two Hundred Eighty Seven and 20/100 (\$41,287.20)

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: Cimato Brothers Construction (Corp. Seal)

Signature: 
Name and Title: Pres.

SURETY

Western Surety Company
Company: c/o CNA Surety (Corp. Seal)

Signature: 
Name and Title: Jason N Reid, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title: _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without

further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

SURETY ACKNOWLEDGEMENT

STATE OF New York)

COUNTY OF Erie)

On this 19th day of November, 2025, before me personally appeared Jason N Reid,

to me known, who being by me duly sworn, did depose and say: that he resides in the City of Buffalo, New York that

he is the Attorney-in-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Notary Public

Anthony Biagiotti
Notary Public, State of New York
No. 01BI6426943
Qualified in Erie County
My Commission Exp. Dec. 20, 2025

CORPORATION ACKNOWLEDGEMENT

STATE OF New York)

COUNTY OF Erie)

On this 20th day of November, 2025, before me personally came Ferdinando A Cimato,

to me known, who being by me duly sworn, did depose and say: that he or she is the president of Cimato Bros Construction Inc,

the corporation described in and which executed the foregoing instrument; that he or she has been duly authorized by the Board of Directors of said corporation to execute the foregoing instrument on behalf of said corporation and that he or she signed his or her name thereto by order of said corporation for the purposes and uses therein described.

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137
Qualified in Erie County
Commission Expires July 6, 2026



Notary Public

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John P Rumschik, Martin Petrik, Brian Donald Falk, Anthony James Biagiotti, Jason N Reid, Bartholomew John Kresse, Matthew S Glasgow, Individually

of Buffalo, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of May, 2023.



WESTERN SURETY COMPANY

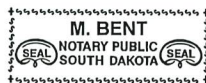
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of November, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	\$ 1,977,426,497
Stocks	14,281,828
Cash, cash equivalents, and short-term investments	55,103,010
Investment income due and accrued	17,819,818
Premiums and considerations	84,144,805
Amounts recoverable from reinsurers	(4,320,189)
Net deferred tax asset	18,694,198
Receivable from parent, subsidiaries, and affiliates	11,631,758
Other assets	580,232
Total Assets	<u>\$ 2,175,361,957</u>

LIABILITIES AND SURPLUS

Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
Commissions payable, contingent commissions and other similar charges	13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)	4,432,923
Federal and foreign income taxes payable	711,402
Unearned premiums	339,078,542
Advance premiums	6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)	2,586,994
Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,191,580,505
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

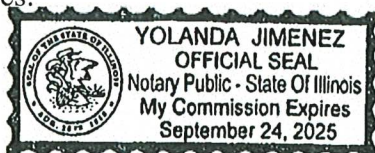
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

Payment Bond

Bond No. 30262644

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Cimato Brothers Construction
9220 Transit Road
East Amherst, NY 14051

SURETY (Name and Address of Principal Place of Business):

Western Surety Company c/o CNA Surety
151 N. Franklin St., 17th Fl.
Chicago, Illinois 60606

OWNER (Name and Address):

Erie County Water Authority
295 Main St., Room 350
Buffalo, NY 14203

CONTRACT

Project No.: 202500246

Amount: Forty One Thousand Two Hundred Eighty Seven and 20/100 (\$41,287.20)

Description: Main Extension Agreement (Builder-Contractor-Developer)

Woodland Hills Phase 2

Town of Clarence

BCD:25-02 EC #7541

ECWA Project No.: 202500246

BOND

Date (Not earlier than Contract Date): November 19, 2025

Amount: Forty One Thousand Two Hundred Eighty Seven and 20/100 (\$41,287.20)

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.


CONTRACTOR AS PRINCIPAL

Company: Cimato Brothers Construction(Corp. Seal)
Seal)

Signature: 
Name and Title: PRES

SURETY

Company: Western Surety Company c/o CNA Surety (Corp.

Signature: 
Name and Title: Jason N Reid, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

SURETY ACKNOWLEDGEMENT

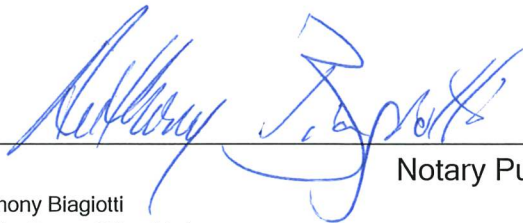
STATE OF New York)

COUNTY OF Erie)

On this 19th day of November, 2025, before me personally appeared Jason N Reid,

to me known, who being by me duly sworn, did depose and say: that he resides in the City of Buffalo, New York that

he is the Attorney-in-Fact of the above signed surety, the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Notary Public

Anthony Biagiotti
Notary Public, State of New York
No. 01BI6426943
Qualified in Erie County
My Commission Exp. Dec. 20, 2025

CORPORATION ACKNOWLEDGEMENT

STATE OF New York)

COUNTY OF Erie)

On this 20th day of November, 2025, before me personally came Ferdinando A. Cimato,

to me known, who being by me duly sworn, did depose and say: that he or she is the president of Cimato Bros Construction Inc.,

the corporation described in and which executed the foregoing instrument; that he or she has been duly authorized by the Board of Directors of said corporation to execute the foregoing instrument on behalf of said corporation and that he or she signed his or her name thereto by order of said corporation for the purposes and uses therein described.



Notary Public

Sandra K. Sharp
Notary Public, State of New York
Reg. No. 01SH6223137
Qualified in Erie County
Commission Expires July 6, 2026

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John P Rumschik, Martin Petrik, Brian Donald Falk, Anthony James Biagiotti, Jason N Reid, Bartholomew John Kresse, Matthew S Glasgow, Individually

of Buffalo, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of May, 2023.



WESTERN SURETY COMPANY

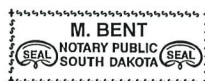
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of November, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

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Other assets	580,232
Total Assets	<u>\$ 2,175,361,957</u>

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Losses	\$ 264,641,145
Loss adjustment expense	56,935,932
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Amounts withheld or retained by company for account of others	3,710,405
Provision for reinsurance	387,964
Payable to parent, subsidiaries and affiliates	5,975
Other liabilities	31,970
Total Liabilities	<u>\$ 692,885,257</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,191,580,505</u>
Surplus as regards policyholders	<u>\$ 1,482,476,700</u>
Total Liabilities and Capital	<u>\$ 2,175,361,957</u>

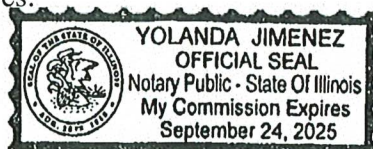
I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:



By Yolanda Jimenez
Notary Public

SCHEDULE OF INVENTORY TO BILL OF SALE

Erie County Water Authority
350 Ellicott Square Building
295 Main Street
Buffalo, New York 14203

Date:

10/30/25

This constitutes the schedule attached to a Bill of Sale to the Erie County Water Authority of All Water Mains and Appurtenances in the Subdivision known as:

Woodland Hills Subdivision – Phase **2** Project No. 202500246 BCD -25-02, EC #7541
and composed of the following inventory and cost to the Builder, Contractor, Developer, whose address is:

9220 Transit Rd, East Amherst, NY 14051

ITEM 1 - PIPE

<u>Length</u>	<u>Size</u>	<u>Material</u>	<u>Installed Cost</u>
560 ±	8"	C-900	24,707.20

ITEM 2 - HYDRANTS (Complete Assembly Including Valve Box)

<u>Quantity</u>	<u>Make and Type</u>	<u>Installed Cost</u>
1	Mueller	4,500.00
1	6" Mueller Valves	700.00
1	Road Boxes	165.00

ITEM 3 - VALVES

A. Line Valves (Including Valve Boxes)

<u>Quantity</u>	<u>Make and Type</u>	<u>Size</u>	<u>Installed Cost</u>

B. Tapping Sleeves and Valves (Including Valve Boxes)

<u>Quantity</u>	<u>Make and Type</u>	<u>Size</u>	<u>Installed Cost</u>

C. Tapping Saddles and Valves (Including Valve Boxes)

<u>Quantity</u>	<u>Make and Type</u>	<u>Size</u>	<u>Installed Cost</u>

ITEM 4 - DOMESTIC SERVICES

<u>Quantity</u>	<u>Size</u>	<u>Short</u>	<u>Long</u>	<u>Installed Cost</u>

ITEM 5 - FIRE SERVICES (Main to Property Line)

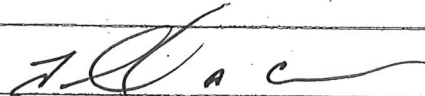
<u>Quantity</u>	<u>Size</u>	<u>Short</u>	<u>Long</u>	<u>Installed Cost</u>

ITEM 6 - MISCELLANEOUS (Paving, etc.; state other, if any)

	Bends, joint restraints, interconnection, bedding stone	
	& detection tape	\$11,215.00
	TOTAL JOB	\$41,287.20

* If more space is required, use additional sheets with particular items filled in and attach to original.

By: CIMATO Bros. Construction

Signed:  (SEAL)

Title: PRES.

To: Members of the Authority.

I have reviewed the costs of figures provided, and find them reasonable and correct.

Signed: 
Executive Engineer

Date: 11/24/2025