

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: BCD-20-03 **Project No.:** 202000173
Project Description: Northwoods Subdivision Phase 4A, Town of Clarence

Item Description:


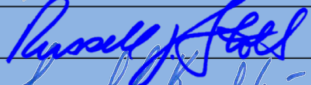



- | | | | |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input checked="" type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:


- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input checked="" type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|---|--|-------------------------|
| <input checked="" type="checkbox"/> Sr. Distribution Engineer |  | Date: <u>10/19/2020</u> |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: <u>10/19/2020</u> |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: <u>10/19/2020</u> |
| <input type="checkbox"/> Director of Administration | _____ | Date: _____ |
| <input type="checkbox"/> Risk Manager | _____ | Date: _____ |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: <u>10/19/2020</u> |
| <input checked="" type="checkbox"/> Legal |  | Date: <u>10/19/2020</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--|-------------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>10/19/2020</u> |
|--|--|-------------------------|

Remarks: EC 7128

Resolution Date: _____

Item No: _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

October 16, 2020

To: Terrence D. McCracken, Secretary to the Authority
Margaret A. Murphy, Esq., Attorney

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

Subject: Northwoods Subdivision Phase 4A
Town of Clarence
ECWA File No.: BCD-20-03
EC #7128
ECWA Project No.: 202000173

The attached documents, listed below, are forwarded as 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 ECWA. These documents are required by and identified in the BCD Agreement previously executed by the developer and ECWA.

Attached please find the following documents for your use in proposing a resolution for the final acceptance of the subject BCD project and adding it to the Authority's property records.

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

ARM:jmf
Attachments
cc: L.Kowalski
M.Quinn
K.Prendergast (w/Schedule of Inventory)

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.

Northwoods Subdivision -Ph 4A

Town of Clarence

EC No. 7128, BCD 20-03

Project No. 202000173

TO HAVE AND TO HOLD, the same unto the said party 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 incumbrances or claims of whatsoever kind or nature.

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

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

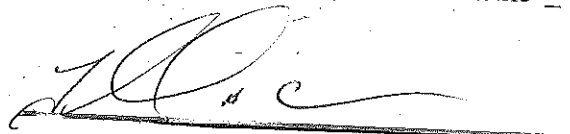
That this warrantee is given for the purpose and with the intent of inducing the party of the second part to purchase the property described in said Bill of Sale, Knowing that such party will rely thereon and pay a good and valuable consideration therefor.

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 _____ day of _____, 2020

In Presence of:



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

STATE OF NEW YORK)

COUNTY OF ERIE)

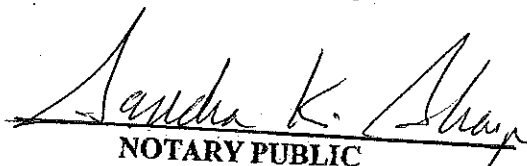
SS.:

On this 29th day of September, 2020 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, 2022


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: _____

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: EC No. 7128, BCD 20-03
Northwoods Subdivision – Ph 4A Project No. 202000173

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>
1430 ±	8"	C-900	50,050
60 ±	8"	DIP	4,500

ITEM 2 - HYDRANTS (Complete Assembly Including Valve Box)

<u>Quantity</u>	<u>Make and Type</u>	<u>Installed Cost</u>
3	Mueller	10,200
3	6" Mueller valves	1,350
3	V619 Bibby STE Croix box	450

ITEM 3 - VALVES

A. Line Valves (Including Valve Boxes)

<u>Quantity</u>	<u>Make and Type</u>	<u>Size</u>	<u>Installed Cost</u>
5	Mueller	8"	4,000
5	V619 Bibby STE-Croix	valve box	600

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)

Stone, Testing & Chlorination, Detection tape, Joint Restraints, Interconnections, 2" blow off with box
\$ 5,273

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

By: Cimato Bros. Construction, Inc.
9220 Transit Rd.
East Amherst, NY 14051

Signed: 
Ferdinando A. Cimato
Title: President

(SEAL)

To: Members of the Authority.

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

Signed: 
Executive Engineer

Date: 10/16/2020

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

ECWA BCD 20-03

Project Description:

Name of Project Northwoods Subdivision Phase 4A

Location Clarence, NY

Description (If different, supervising engineer must clarify).

Phase 4A

Approx. 1,405 LF of 8" waterline on Willyoung Overlook/Marguerite's Way/Brianna's Nook

Approval Date June 16, 2016

Erie County Health Department

Permit Number (SB) #RWIN-9MWQVL

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

August 2020

Date of Completion

September 18, 2020

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.

09/18/20

Date

Name of Firm or Office

Address

New York State License #


Signature of Supervising Engineer

Donald Gallo, Consulting Engineer, P.C.

589 Delaware Ave.

Buffalo, NY 14202

057875

Bond No. 30110427

Maintenance Bond

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

CONTRACTOR (Name and Address):

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

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

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

OWNER (Name and Address):

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

CONTRACT

Project No: 202000173

Date: July 16, 2020

Amount:

Description: Main Extension Agreement (Builder-Contractor-Developer)
NORTHWOODS SUBDIVISION, PHASE 4A
Town of CLARENCE
BCD: 20-03; EC #7128
ECWA Project No.: 202000173

BOND

Date (Not earlier than Contract Date): September 29, 2020

Amount: \$76,423.00

Modifications to this Bond Form: None

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 Bros. Construction, Inc. (Corp. Seal)

Signature: _____

Name and Title: Ferdinando A. Cimato,
President

SURETY Western Surety

Company: Company (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 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.
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 29th day of September, 2020, 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.

Joann R. Adams
Notary Public, State of New York
No. 01AD6135479
Qualified in Erie County
My Commission Exp.
Oct. 17, 2021

Joann R. Adams
Notary Public

CORPORATION ACKNOWLEDGEMENT

STATE OF New York)

COUNTY OF Erie)

On this 29th day of September, 2020, 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, 2022

Sandra K. Sharp
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, Joseph R Riggie, Stephen F Walter, Martin Petrik, Brian Donald Falk, Jason Reid, 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 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 25th day of June, 2020.



WESTERN SURETY COMPANY

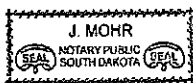
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 25th day of June, 2020, before me personally came Paul T. Bruflat, 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 the 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

June 23, 2021



J. Mohr, 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 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 29th day of September, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	<u>\$ 2,101,389,646</u>

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	<u>\$ 533,948,430</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,283,369,380</u>
Surplus as regards policyholders	<u>\$ 1,567,441,217</u>
Total Liabilities and Capital	<u>\$ 2,101,389,646</u>

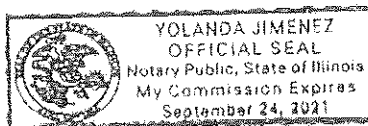
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy Smith Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez Notary Public

Bond No. 30095514

Payment Bond

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

CONTRACTOR (Name and Address):

Cimato Bros. Construction, Inc.
9220 Transit Road
East Amherst, New York 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.: 202000173

Date: July 16, 2020

Amount: **\$76,423.00**

Description: Main Extension Agreement (Builder-Contractor-Developer)
NORTHWOODS SUBDIVISION, PHASE 4A
Town of CLARENCE
BCD: 20-03; EC #7128
ECWA Project No.: 202000173

BOND

Date (Not earlier than Contract Date): **September 29, 2020**


Amount: **\$76,423.00**

Modifications to this Bond Form: **None**

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.

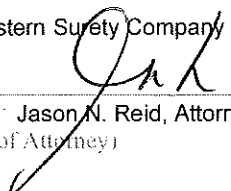
CONTRACTOR AS PRINCIPAL

Company: **Cimato Bros. Construction, Inc.** (Corp. Seal)

Signature: 
Name and Title: **Ferdinando A. Cimato, President**

SURETY

Company: **Western Surety Company** (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: _____

SURETY ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Erie)

On this 29th day of September, 2020, 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.

Joann R. Adams
Notary Public, State of New York
No. 01AD6135479
Qualified in Erie County
My Commission Exp.
Oct. 17, 2021

Joann R. Adams
Notary Public

CORPORATION ACKNOWLEDGEMENT

STATE OF New York)
COUNTY OF Erie)

On this 28th day of September, 2020, 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, 2022

Sandra K. Sharp
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, Joseph R Riggie, Stephen F Walter, Martin Petrik, Brian Donald Falk, Jason Reid, 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 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 25th day of June, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

} ss

On this 25th day of June, 2020, before me personally came Paul T. Bruflat, 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 the 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

June 23, 2021



J. Mohr, 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 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 29th day of September, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds	\$ 1,943,152,245
Stocks	27,166,227
Cash, cash equivalents, and short-term investments	27,903,793
Receivables for securities	-
Investment income due and accrued	17,854,019
Premiums and considerations	56,706,652
Amounts recoverable from reinsurers	1,307,522
Current federal and foreign income tax recoverable and interest hereon	2,678,469
Net deferred tax asset	11,798,536
Receivable from parent, subsidiaries, and affiliates	12,821,583
Other assets	601
Total Assets	<u>\$ 2,101,389,646</u>

LIABILITIES AND SURPLUS

Losses	\$ 206,051,147
Loss adjustment expense	52,124,445
Commissions payable, contingent commissions and other similar charges	9,862,381
Other expenses (excluding taxes, license and fees)	3,624
Taxes, License and fees (excluding federal and foreign income taxes)	3,875,999
Federal and foreign income taxes payable	-
Unearned premiums	248,521,840
Advance premiums	6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)	1,673,524
Amounts withheld or retained by company for account of others	5,332,206
Provision for reinsurance	290,516
Payable to parent, subsidiaries and affiliates	2905
Payable on security transactions	-
Other liabilities	97,836
Total Liabilities	<u>\$ 533,948,430</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,283,369,380
Surplus as regards policyholders	<u>\$ 1,567,441,217</u>
Total Liabilities and Capital	<u>\$ 2,101,389,646</u>

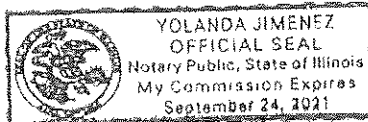
I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Amy Smith Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez Notary Public