



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

December 4, 2023

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Cannon Woods Subdivision Ph-1  
Town of Clarence  
ECWA File No.: BCD-19-02  
EC #7262  
ECWA Project No.: 201900210

---

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:jmf  
cc: L.Kowalski  
M.Quinn  
J.Tomaka (w/Schedule of Inventory)  
J.Brown (w/Schedule of Inventory)

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

**Contract:** BCD-19-02

**Project No.:** 201900210

**Project Description:** Install approximately 2,510 +/- LF of 8" PVC, 125 +/- LF of 8" DIP, six hydrants, nine valves, and all necessary material for the complete installation of Cannon Woods Subdivision Phase 1, Town of Clarence

**Item Description:**



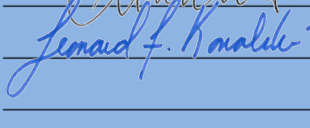
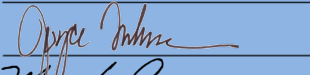

- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input type="checkbox"/> Agreement                            | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> 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 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>12/4/2023</u>  |
| <input checked="" type="checkbox"/> Chief Operating Officer   |  | Date: <u>12/04/2023</u> |
| <input checked="" type="checkbox"/> Executive Engineer        |  | Date: <u>12/04/2023</u> |
| <input type="checkbox"/> Director of Administration           | _____   | Date: _____             |
| <input type="checkbox"/> Risk Manager                         | _____   | Date: _____             |
| <input checked="" type="checkbox"/> Chief Financial Officer   |  | Date: <u>12/04/2023</u> |
| <input checked="" type="checkbox"/> Legal                     |  | Date: <u>12/04/23</u>   |

**APPROVED FOR BOARD RESOLUTION:**

- |  |  |                       |
|--|--|-----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: <u>12-04-23</u> |
|--|--|-----------------------|

**Remarks:** EC 7262

**Resolution Date:** \_\_\_\_\_

**Item No:** \_\_\_\_\_

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT  
Cimato Bros. Construction, Inc  
- 9220 Transit Rd  
- 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.

Cannon Woods Subdivision – Phase 1  
Town of Clarence  
BCD-19-02, EC #7262  
ECWA Project No 201900210

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

7<sup>th</sup> day of November, 2023



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

STATE OF NEW YORK

COUNTY OF ERIE SS.:

On this 7<sup>th</sup> day of November 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



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 Cannonwoods Waterline

Location Clarence, NY

Description (If different, supervising engineer must clarify).

Approx. 1,630 LF of 8" waterline on Dorothy Circle & 360 LF of 8" waterline on Cannon Dr.

Approval Date 07/06/2022 Erie County Health Department  
Permit Number RWIN-BF9N5F

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

06/01/23

Date of Completion

10/23/23

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.

10/23/23



Date

Signature of Supervising Engineer

Name of Firm or Office

Donald Gallo, Consulting Engineer, P.C.

Address

589 Delaware Ave.

New York State License #

Buffalo, NY 14202

057875

**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 **CANNON WOODS, LLC**, 470 Cayuga Road, Buffalo, New York 14225, (hereinafter "Developer - BCD Applicant) and **CIMATO BROTHERS 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 2,510 +/- linear feet of 8" PVC water main and 125 +/- linear feet of 8" DIP water main in Cannon Woods Subdivision, Phase 1 in the Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

**INSTALL** six (6) hydrants and nine (9) line valve in Cannon Woods Subdivision, Phase 1, Town of Clarence, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Cannon Dr

**BEGINNING** at Roll Rd. at Sta 0+00 thence northerly a distance of 450 +/- linear feet within proposed right-of-way of Cannon Dr., ending at Dorothy Circle.

Dorothy Circle

**BEGINNING** at Martha's Vineyard at Sta 0+25 along Dorothy Circle thence westerly and southerly a distance of 2,200 +/- linear feet within proposed right-of-way of Dorothy Circle., ending with a blow off at a cul-de-sac on Dorothy Circle.

**AS SHOWN** and noted on Passero's drawings of Cannon Woods Subdivision, Phase 1, dated April 2022.

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.
  - e. 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.
  - f. 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 March 6, 2023.
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.

**CANNON WOODS, LLC**



---

DAVID CAPRETTO, Member

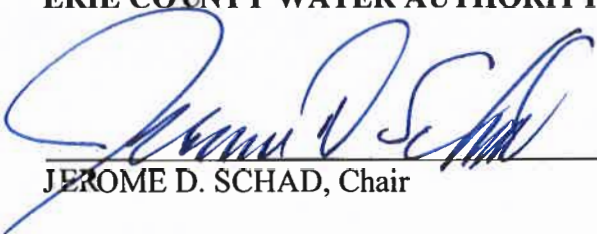
**CIMATO BROTHERS CONSTRUCTION, INC.**



---

FRED CIMATO, President

**ERIE COUNTY WATER AUTHORITY**

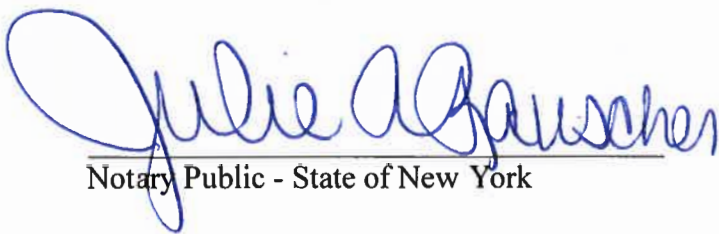


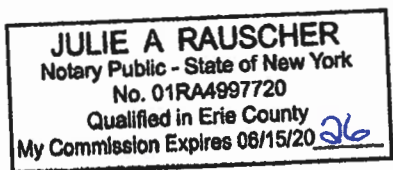
---

JEROME D. SCHAD, Chair

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

On this 7<sup>th</sup> day of MARCH, 2023, before me personally came DAVID CAPRETTO, to me known, who being by me duly sworn, did depose and say that he/she resides at Williamsville; that he/she is a Member of CANNON WOODS, LLC, the corporation described in, and which executed, the foregoing instrument; that he/she 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/she signed his/her name thereto by like order.

  
Notary Public - State of New York



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

On this 7<sup>th</sup> day of March, 2023, before me personally came FRED CIMATO, to me known, who being by me duly sworn, did depose and say that he/she resides at Clarence Ct NY; that he/she is President of CIMATO BROTHERS CONSTRUCTION, INC., the corporation described in, and which executed, the foregoing instrument; that he/she 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/she signed his/her name thereto by like order.

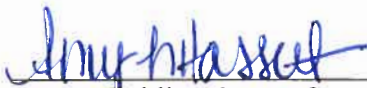
Sandra K. Sharp  
Notary Public, State of New York  
Reg. No. 01SH6223137  
Qualified in Erie County  
Commission Expires July 6, 2026

  
Notary Public - State of New York

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

On this 6th day of March, 2023, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; 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 a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

**AMY L HASSETT**  
Notary Public, State of New York  
No. 01HA6370146  
Qualified in Wyoming County  
My Commission Expires January 29, 2026

  
\_\_\_\_\_  
Notary Public - State of New York

**SCHEDULE OF INVENTORY TO BILL OF SALE**

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

Date: 11/7/23

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:

Cannon Woods Subdivision – Ph 1 Project No 201900210 BCD-19-02, EC #7262

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>
1910 ±	8"	C-900	84,269.20
80LF	8"	DIP	6,400.00

**ITEM 2 - HYDRANTS** (Complete Assembly Including Valve Box)

<u>Quantity</u>	<u>Make and Type</u>	<u>Installed Cost</u>
5	Mueller	20,000.00
5	6" Mueller Valves	3,250.00
5	Road Boxes	825.00

**ITEM 3 - VALVES**

**A. Line Valves (Including Valve Boxes)**

<u>Quantity</u>	<u>Make and Type</u>	<u>Size</u>	<u>Installed Cost</u>
9	Mueller	8"	9,225.00
9	Valve Boxes		1,485.00

**B. Tapping Sleeves and Valves (Including Valve Boxes)**

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

**C. Tapping Saddles and Valves (Including Valve Boxes)**

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

**ITEM 4 - DOMESTIC SERVICES**

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

**ITEM 5 - FIRE SERVICES (Main to Property Line)**

Quantity	Size	Short	Long	Installed Cost
		N/A		

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

Stone for bedding, detection tape, joint restraints, bends,	
Interconnections, test chlorination, select fill, poly wrap for	
D.I.P. 8x8x8T, bore under Roll Rd. total 33,600.00	
TOTAL JOB	<u>\$159,054.20</u>

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

By: CIMATO BROS CONST.

Ferdinando A. Cimato

Signed: JAC

(SEAL)

Title: Pres

To: Members of the Authority.

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

Signed: Jemard F. Koralik  
Executive Engineer

Date: 11/28/2023



Maintenance Bond

Bond No. 30197862  
Executed in Triplicate

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

CONTRACTOR (Name and Address):

Cimato Brothers 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: 201900210  
Date: March 7, 2023  
Amount: One Hundred Fifty Nine Thousand Fifty Four Dollars and 20/100 (\$159,054.20)  
Description: Main Extension Agreement (Builder-Contractor-Developer)  
CANNON WOODS PHASE I  
Town of CLARENCE  
BCD: 19-02; EC #7262  
ECWA Project No.: 201900210

BOND

Date (Not earlier than Contract Date): November 16, 2023  
Amount: One Hundred Fifty Nine Thousand Fifty Four Dollars and 20/100 (\$159,054.20)  
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, Inc. (Corp. Seal)

Signature: [Signature]  
Name and Title: Ferdinando A. Cimato, President

SURETY Western Surety Company

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

Signature: [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.



# 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



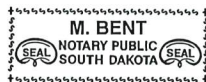
*Larry Kasten*

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*

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 16th day of November, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

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, 2022**

ASSETS

Bonds	\$	1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets	\$	2,105,593,621

LIABILITIES AND SURPLUS

Losses	\$	191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities	\$	589,010,150

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		286,896,195
Unassigned funds		1,225,687,276
Surplus as regards policyholders		\$ 1,516,583,471
Total Liabilities and Capital	\$	2,105,593,621

I, Julie Lee, Assistant 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, 2022, 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  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez  
Notary Public

# Payment Bond

Bond No. 30197862  
Executed in Triplicate

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

**CONTRACTOR (Name and Address):**

Cimato Brothers 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.: 201900210

Date: March 7, 2023

Amount: One Hundred Fifty Nine Thousand Fifty Four Dollars and 20/100 (\$159,054.20)

Description: Main Extension Agreement (Builder-Contractor-Developer)  
CANNON WOODS PHASE I  
Town of CLARENCE  
BCD: 19-02; EC #7262  
ECWA Project No.: 201900210

**BOND**

Date (Not earlier than Contract Date): November 9, 2023

Amount: One Hundred Fifty Nine Thousand Fifty Four Dollars and 20/100 (\$159,054.20)

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, Inc. (Corp. Seal)

Signature: 

Name and Title: Ferdinando A. Cimato, President

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

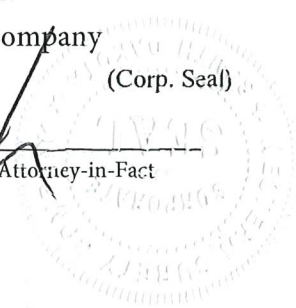
Name and Title: \_\_\_\_\_

**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 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 9th day of November, 2023, 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 13th day of November, 2023, 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*

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*

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 9th day of November, 2023.



WESTERN SURETY COMPANY

*L. Nelson*

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, 2022**

ASSETS

Bonds	\$	1,963,735,416
Stocks		16,356,743
Cash, cash equivalents, and short-term investments		842,484
Receivables for securities		50,000
Investment income due and accrued		18,288,449
Premiums and considerations		58,660,094
Amounts recoverable from reinsurers		31,089,427
Current federal and foreign income tax recoverable and interest thereon		-
Net deferred tax asset		16,569,622
Receivable from parent, subsidiaries, and affiliates		-
Other assets		1,385
Total Assets		\$ 2,105,593,621

LIABILITIES AND SURPLUS

Losses	\$	191,034,021
Loss adjustment expense		52,287,429
Commissions payable, contingent commissions and other similar charges		12,200,032
Other expenses (excluding taxes, license and fees)		-
Taxes, License and fees (excluding federal and foreign income taxes)		3,809,360
Federal and foreign income taxes payable		6,216,918
Unearned premiums		288,685,277
Advance premiums		7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)		6,756,776
Amounts withheld or retained by company for account of others		9,359,697
Provision for reinsurance		280,055
Payable to parent, subsidiaries and affiliates		10,262,438
Payable on security transactions		-
Other liabilities		149,612
Total Liabilities		\$ 589,010,150

Surplus Account:

Common stock	\$	4,000,000
Gross paid in and contributed surplus		286,896,195
Unassigned funds		1,225,687,276
Surplus as regards policyholders		\$ 1,516,583,471
Total Liabilities and Capital		\$ 2,105,593,621

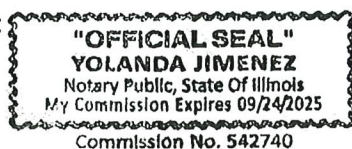
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee  
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez  
Notary Public