



**ERIE COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

August 20, 2018

To: Terrence D. McCracken, Secretary to the Authority  
Jacqueline Mattina, Deputy Associate Attorney

From: Steven W. Denzler, P.E., Distribution Engineer *SWD*

Subject: Pleasant Creek Subdivision Phase 2  
Town of Hamburg  
ECWA File No.: BCD-15-01  
ECWA Project No.: 201500069

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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.
- Erie County Department of Health Certificate of Construction Compliance.
- Two-year Maintenance Bond.

Please review the attached documents for consistency with ECWA's BCD requirements.

Following your review, I will forward them back to Secretary to the Authority for approval for Board Resolution for executing agreement.

SWD:jmf  
Attachments  
cc: R.Stoll  
K.Prendergast (w/Schedule of Inventory)  
BCD-15-01

**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS, THAT** \_\_\_\_\_

\_\_\_\_\_ *2710 Main Street Buffalo*  
\_\_\_\_\_ *ERIE COUNTY WATER AUTHORITY*  
\_\_\_\_\_ *350 Ellicott Square Building*

party of the first part, for and in consideration of the sum of *Two Thousand One Hundred Dollars* and other good and valuable consideration ~~(\$2,000)~~ 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.

*6" x 8" watermain and apparently installation located at New York in the Pleasant Creek Subdivision PE in the Town of Amherst.*  
(Description of Bill of Sale - what is covered)

**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 whatsoever.

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 17<sup>th</sup> day of August, 2018

In Presence of:



Joseph L. Russo II President

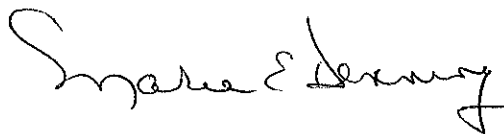
STATE OF NEW YORK)

COUNTY OF ERIE) SS.:

On this 20<sup>th</sup> day of AUGUST, 2018, before me personally came

JOSEPH L. RUSSO II

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.



Marie E Denning  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires January 27, 2021

Erie County Water Authority  
3030 Union Rd.  
Cheektowaga, NY 14227



08/17/2018

*Site ready...earth friendly*

**Pleasant Creek: Schedule of Inventory to Bill of Sale**

Mr. Steve Denzler,

As requested, this constitutes the schedule attached to a Bill of Sale to the Erie County Water Authority of ALL Water Mains and Apparatuses in the subdivision known as:

Pleasant Creek Subdivision Phase 2

And composed of the following inventory and cost to the Builder, Contractor, Developer, whose address is:

3710 Milestrip Rd. Blasdell, NY 14219

***SEE TABLES ATTACHED:***



# BILL OF SALE

## ITEM 1 - PIPE

LENGTH	SIZE	MATERIAL	COST
140 LF	8"	DIP	\$7,975.00
20 LF	6"	DIP	\$1,140.00
1560 LF	8"	C-900	\$88,865.00

## ITEM - HYDRANTS

QUANTITY	MAKE AND TYPE	COST
1	Mueller Super Centurion Fire Hydrant	\$2,918.00

## ITEM 3 - VALVES

QUANTITY	SIZE	MAKE AND TYPE	COST
1	6"	Mueller Co.	\$733.00
6	8"	Mueller Co.	\$6,914.00
7	V619	Bibby STE-CROIX	\$1,076.00

## ITEM 4 - DOMESTIC SERVICES

QUANTITY	SIZE	SHORT	LONG	COST
N/A				

## ITEM 5 - FIRE SERVICES

QUANTITY	SIZE	SHORT	LONG	COST
N/A				

## ITEM 6 - MISCELLANEOUS

N/A

By: *Joseph L. [Signature]* president

Signed: *[Signature]*

Title: *president*



Site ready...earth friendly

By: Joseph L. Russo II  
Signed: [Signature]  
Title: President

(SEAL)

To: Members of the Authority.

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

Signed: [Signature]  
Date: 8/20/18



MAINTENANCE BOND

Bond No. EAIC177000010  
BOND EFFECTIVE 7/27/18 TO 7/27/20

KNOW ALL MEN BY THESE PRESENTS, That we, RUSSO DEVELOPMENT INC. as Principal, and ENDURANCE AMERICAN INSURANCE COMPANY a corporation organized under the laws of the State of DELAWARE, and authorized to do surety business in the State of NEW YORK, as Surety, are held and firmly bound unto ERIE COUNTY WATER AUTHORITY as Obligee, in the sum ONE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY ONE AND 00/100 Dollars (\$ 109,621.00 ), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

WHEREAS, on the 19<sup>TH</sup> day of SEPTEMBER 2017, the Principal entered into a contract with the Obligee for the PLEASANT CREEK SUBDIVISION PHASE II WATER MAIN

WHEREAS, under the terms of the specifications for said work, the Principal is required to give a bond for ONE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY ONE AND 00/100 Dollars ( \$109,621.00 ), to protect the Obligee against the result of faulty materials or workmanship, general wear and tear excepted, for a period one year after the date of completion and acceptance of said contract.

NOW, THEREFORE, if the Principal shall for a period of TWO (2) YEARS from the date of completion and acceptance of the work performed under the contract, replace any and all defects arising in said work whether resulting from defective materials or defective workmanship, general wear and tear excepted, then the above obligation to be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 6<sup>TH</sup> day of AUGUST 2018

RUSSO DEVELOPMENT INC.

By: 

ENDURANCE AMERICAN INSURANCE COMPANY

By: 

GARY A. CARDINALE, Attorney-in-Fact

NOTARIAL JURAT

INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]  
County of \_\_\_\_\_ ] ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
known to me to be the person \_\_\_\_\_ described in and who executed the foregoing instru-  
ment, and \_\_\_\_\_ duly acknowledged to me that \_\_\_\_\_ executed the same.

\_\_\_\_\_  
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

State of \_\_\_\_\_ ]  
County of \_\_\_\_\_ ] ss:  
On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_  
known to me to be a member of the firm of \_\_\_\_\_  
described in and which executed the foregoing instrument, and \_\_\_\_\_ thereupon  
acknowledged to me that \_\_\_\_\_ executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public

CORPORATION ACKNOWLEDGEMENT

State of New York ]  
County of ERIE ] ss:  
On this 6<sup>th</sup> day of AUGUST, 2018, before me personally appeared  
JOSEPH L. RUSSO II  
to me known, who being by me duly sworn, did depose and say: that \_\_\_\_\_ resides  
at 6584 BOSTON STATE RD, HAMBURG, NY; that \_\_\_\_\_ is PRESIDENT  
of the corporation described in and which executed the foregoing instrument; that \_\_\_\_\_  
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 \_\_\_\_\_ signed h\_\_\_\_\_ name thereto by like order.

**Marie E Denning**  
Notary Public, State of New York  
Qualified in Erie County

Marie E Denning  
Notary Public

SURETY ACKNOWLEDGEMENT My Commission Expires January 27, 2022

State of NEW YORK ]  
County of ERIE ] ss:  
On this 6TH day of AUGUST, 2018, before me personally appeared \_\_\_\_\_  
GARY A. CARDINALE

to me known, who being by me duly sworn, did depose and say: that \_\_\_\_\_ resides in the  
City of BUFFALO, NY; that \_\_\_\_\_ is the \_\_\_\_\_  
ATTORNEY-IN-FACT of the above signed surety, the  
corporation described in and which executed the within instrument; that \_\_\_\_\_ 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 corpor-  
ation; and that \_\_\_\_\_ signed hIS name thereto by like order.

Samuel Barclay  
Notary Public

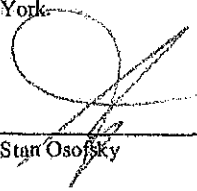


**ENDURANCE AMERICAN INSURANCE COMPANY**  
**Balance Sheet - Statutory - Basis**  
**December 31, 2017**

<b>Assets:</b>	
Bonds	\$ 601,719,312
Common stocks	99,974,008
Cash and cash equivalents	133,095,702
Receivable for securities	64,261
Total cash and invested assets	<u>834,853,283</u>
Agents' balances or uncollected premiums	709,226,678
Reinsurance recoverable on loss and loss adjustment expense payments	219,555,465
Investment income due and accrued	2,903,707
Receivables from parent, subsidiaries and affiliates	28,130,227
Total admitted assets	<u>\$ 1,794,669,360</u>
<b>Liabilities:</b>	
Loss and loss adjustment expenses	\$ 320,042,812
Reinsurance payable on paid loss and loss adjustment expenses	200,011,222
Unearned premiums	108,803,619
Ceded reinsurance premiums payable	527,443,861
Current federal and foreign income taxes	260,997
Funds held by company under reinsurance treaties	62,142,908
Provision for reinsurance	45,928,000
Payable to parent, subsidiaries and affiliates	27,562,696
Payable for securities	44,034,565
Other liabilities	31,551,506
Total liabilities	<u>1,367,782,186</u>
<b>Capital and surplus:</b>	
Common capital stock	6,000,000
Gross paid in and contributed surplus	731,153,297
Unassigned funds (surplus)	(310,266,123)
Total capital and surplus	<u>426,887,174</u>
Total liabilities and capital and surplus	<u>\$ 1,794,669,360</u>

I, Stan Osofsky, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2017 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at New York, New York

  
 Stan Osofsky

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2018



NICHOLAS JAMES BENENATI  
 NOTARY PUBLIC-STATE OF NEW YORK  
 NO 018E6333011  
 QUALIFIED IN NEW YORK COUNTY  
 MY COMMISSION EXPIRES 12-07-2019

ENDURANCE AMERICAN INSURANCE COMPANY

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 1221 Avenue of the Americas, 18th Floor, New York, NY 10020, has made, constituted and appointed and by these presents does make, constitute and appoint GARY A. CARDINALE its true and lawful Attorney(s)-in-fact, at Cheektowaga in the State of NY and each of them to have full power to act without the other or others to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011, a copy of which appears below under the heading entitled "Certificate."

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 the signatures of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 14th day of May, 2018 at New York, New York.

(Corporate Seal)
ATTEST: [Signature]
RICHARD M. APPEL, SENIOR VICE PRESIDENT

ENDURANCE AMERICAN INSURANCE COMPANY
By [Signature]
BRIAN BEGGS, EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

On the 4th day of May, 2018 before me personally came BRIAN BEGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument that (s)he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said Corporation and that (s)he signed his (her) name thereto by the order.
(Notarial Seal)

[Signature]
Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: MANHATTAN
COUNTY OF NEW YORK

I, CHRISTOPHER SPARRO the PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney and that the same is a true and correct copy of the original power of attorney and of the whole thereof;

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations:

RICHARD M. APPEL, BRIAN BEGGS

And be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation.

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6TH day of AUGUST, 2018.

(Corporate Seal)
[Seal of Endurance American Insurance Company]

[Signature]
CHRISTOPHER SPARRO, PRESIDENT

# AIA Document A312™ - 2010

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

RUSSO DEVELOPMENT INC  
3710 MILESTRIP ROAD  
BLASDELL NY 14219

**SURETY:**  
*(Name, legal status and principal place of business)*

ENDURANCE AMERICAN INSURANCE COMPANY  
240 CEDAR KNOLLS RD, SUITE 308  
CEDAR KNOLLS, NJ 07927

**OWNER:**  
*(Name, legal status and address)*

ERIE COUNTY WATER AUTHORITY  
ELLCOTT SQUARE BLDG 295 MAIN ST RM 550 BUFFALO, NY 14205

### CONSTRUCTION CONTRACT

Date: SEPTEMBER 1ST, 2017

Amount: ONE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY ONE AND 00/100 DOLLARS  
(\$109,621.00)

Description: PLEASANT CREEK SUBDIVISION PHASE II WATER MAIN  
*(Name and location)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.


### BOND

Date: AUGUST 8TH, 2018  
*(Not earlier than Construction Contract Date)*

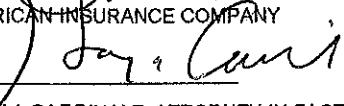
Amount: ONE HUNDRED NINE THOUSAND SIX HUNDRED TWENTY ONE AND 00/100 DOLLARS  
(\$109,621.00)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company:  *(Corporate Seal)*

Signature:   
Name: JOSEPH L RUSSO  
and Title: PRESIDENT  
*(Any additional signatures appear on the last page of this Payment Bond.)*

**SURETY**  
Company:  *(Corporate Seal)*  
ENDURANCE AMERICAN INSURANCE COMPANY

Signature:   
Name: GARY A CARDINALE, ATTORNEY-IN-FACT  
and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
WORLD WIDE BONDING AGENCY  
2846 WILLIAM STREET  
BUFFALO, NY 14227  
(888) 681-7685

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and 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 Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction 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 Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. 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 Construction 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.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_ N/A

Signature: \_\_\_\_\_ N/A

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Individual Acknowledgement

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_ Notary Public

Firm Acknowledgement

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires \_\_\_\_\_ Notary Public

Corporation Acknowledgement

State of NEW YORK }  
County of ERIE } ss.

On this 8TH day of AUGUST, 2018, before me personally came JOSEPH L RUSSO II to me known, who being by me duly sworn, did depose and say that he is the PRESIDENT of RUSSO DEVELOPMENT INC the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the 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.

My commission expires 1/27/2022 Marie E Denning Notary Public

Surety Acknowledgement

State of NEW YORK }  
County of ERIE } ss.

On this 8TH day of AUGUST, 2018, before me personally came GARY A CARDINALE to me known, who, being by me duly sworn, did depose and say that he is attorney-in-fact of ENDURANCE AMERICAN INSURANCE COMPANY the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires JULY 24TH, 2022 DANIELLE D. BARCLAY Notary Public

Marie E Denning  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires January 27, 2022


DANIELLE D. BARCLAY  
Notary Public  
State of New York  
My Appointment Expires July 24th 2022

**ENDURANCE AMERICAN INSURANCE COMPANY**  
**Balance Sheet - Statutory - Basis**  
**December 31, 2017**

<b>Assets:</b>	
Bonds	\$ 601,719,312
Common stocks	99,974,008
Cash and cash equivalents	133,095,702
Receivable for securities	64,261
Total cash and invested assets	<u>834,853,283</u>
Agents' balances or uncollected premiums	709,226,678
Reinsurance recoverable on loss and loss adjustment expense payments	219,555,465
Investment income due and accrued	2,903,707
Receivables from parent, subsidiaries and affiliates	28,130,227
Total admitted assets	<u>\$ 1,794,669,360</u>
<b>Liabilities:</b>	
Loss and loss adjustment expenses	\$ 320,042,812
Reinsurance payable on paid loss and loss adjustment expenses	200,011,222
Unearned premiums	108,803,619
Ceded reinsurance premiums payable	527,443,861
Current federal and foreign income taxes	260,997
Funds held by company under reinsurance treaties	62,142,908
Provision for reinsurance	45,928,000
Payable to parent, subsidiaries and affiliates	27,562,696
Payable for securities	44,034,565
Other liabilities	31,551,506
Total liabilities	<u>1,367,782,186</u>
<b>Capital and surplus:</b>	
Common capital stock	6,000,000
Gross paid in and contributed surplus	731,153,297
Unassigned funds (surplus)	<u>(310,266,123)</u>
Total capital and surplus	426,887,174
Total liabilities and capital and surplus	<u>\$ 1,794,669,360</u>

I, Stan Osofsky, Treasurer of Endurance American Insurance Company (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2017 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at New York, New York.

  
 \_\_\_\_\_  
 Stan Osofsky

Subscribed and sworn to before me this 26<sup>th</sup> day of March 2018



NICHOLAS JAMES BENENATI  
 NOTARY PUBLIC-STATE OF NEW YORK  
 NO 01BE833811  
 QUALIFIED IN NEW YORK COUNTY  
 MY COMMISSION EXPIRES 12-07-2019



# ENDURANCE AMERICAN INSURANCE COMPANY

## POWER OF ATTORNEY

**Know all Men by these Presents**, that ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware corporation (the "Corporation"), with offices at 1221 Avenue of the Americas, 18th Floor, New York, NY 10020, has made, constituted and appointed and by these presents does make, constitute and appoint GARY A. CARDINALE its true and lawful Attorney(s)-in-fact, at Cheektowaga in the State of NY and each of them to have full power to act without the other or others to make, execute, seal and deliver for and on its behalf bonds, undertakings or obligations in surety or co-surety with others, also to execute and deliver on its behalf renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations provided, however, that no single bond or undertaking so made executed and delivered shall obligate the Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

Such bonds and undertakings for said purposes when duly executed by said attorney(s)-in-fact, shall be binding upon the Corporation as fully and to the same extent as if signed by the President of the Corporation under its corporate seal attested by its Corporate Secretary

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 1st day of July, 2011, a copy of which appears below under the heading entitled "Certificate."

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 and said resolution has not since been revoked, amended or repealed.

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 21st day of July, 2011 the signature of such directors and officers and the seal of the Corporation may be affixed to any such power of attorney or any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 4th day of May, 2018 at New York, New York

(Corporate Seal)  
ATTEST *Richard M Appel*  
RICHARD M. APPEL, SENIOR VICE PRESIDENT

ENDURANCE AMERICAN INSURANCE COMPANY  
By *Brian Beggs*  
BRIAN BEGGS, EXECUTIVE VICE PRESIDENT

STATE OF NEW YORK ss: MANHATTAN  
COUNTY OF NEW YORK

On the 4th day of May, 2018 before me personally came BRIAN BEGGS to me known, who being by me duly sworn, did depose and say that (s)he resides in NEW YORK, NEW YORK that (s)he is a EXECUTIVE VICE PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument that (s)he knows the seal of said Corporation that the seal affixed to said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said Corporation and that (s)he signed his (her) name thereto by the order.  
(Notarial Seal)

*Nicholas James Benenati*  
Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

(Notarial Seal)  
STATE OF NEW YORK ss: MANHATTAN  
COUNTY OF NEW YORK

### CERTIFICATE

I, CHRISTOPHER SPARRO the PRESIDENT of ENDURANCE AMERICAN INSURANCE COMPANY, a Delaware Corporation (the "Corporation"), hereby certify:  
1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney and that the same is a true and correct copy of the original power of attorney and of the whole thereof.

2. The following are resolutions which were adopted by the Board of Directors of the Corporation by unanimous written consent on 21st day of July, 2011 and said resolutions have not since been revoked, amended or modified:  
'RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Corporation any and all bonds, undertakings or obligations in surety or co-surety with others and to execute and deliver for and on behalf of the Corporation renewals, extensions, agreements, waivers, consents or stipulations relating to such aforesaid bonds, undertakings or obligations

RICHARD M. APPEL, BRIAN BEGGS

And be it further  
RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Corporation

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal (his 8TH day of AUGUST, 2018.

(Corporate Seal)  
SEAL  
1966  
CHRISTOPHER SPARRO  
PRESIDENT

*Christopher Sparro*  
CHRISTOPHER SPARRO, PRESIDENT

**ERIE COUNTY HEALTH DEPARTMENT – DIVISION OF ENVIRONMENTAL HEALTH**

**WATERLINE INSTALLATION – COMPLETED WORK APPROVAL REPORT**

Date: June 15, 2018

Water System Name: Erie County Water Authority

ECHD PERMIT # (SR) RWIN-9HRUE

Water System # NY1400443

How many test sections are estimated for this project? 1 This report is for section 1 of 1.

Describe the location of the section that was put into service: (If this entire project was completed at the same time – write "ENTIRE PROJECT" in the lines provided – Attach map if necessary)

Pleasant Creek Subdivision Phase 2 – Installation of 1,800 LF of 8" of PVC and DIP waterline on Cross Creek Way, Cooper Ridge, and Sycamore Lane in the Town of Hamburg, New York.

**HYDROSTATIC TEST RESULTS**

Was the Hydrostatic test conducted in accordance with current AWWA standards?

YES  NO

Leakage Information

Testing Allowance= 2.12 gal.

Actual amount of Make up water needed= 0.0 gal.

Test Pressure= 175 P.S.I.

Test Duration= 2:00 Hr:min

**HYDROSTATIC TEST:**

PASSED

FAILED

**DISINFECTION AND BACTERIOLOGICAL RESULTS**

Was disinfection & bacteriological testing conducted in accordance with current AWWA Standards?

YES  NO

Were any bacteriological samples positive for total Coliform or E.Coli?

YES  NO

If yes, give explanation. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disinfection & Bacteriological Results:**

PASSED

FAILED

PWS Individual/representative completing form:

Print Name: Russell Stoll, P.E.

Title: Executive Engineer

Signature: 

Date: 6/15/18