



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM
May 2, 2025

To: Terrence D. McCracken, Secretary to the Authority

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

Subject: Pleasant Woods Subdivision
Town of Hamburg
ECWA File No.: BCD-22-05
EC #7360
ECWA Project No.: 202200274

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

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

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

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

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one:

Other: _____

Action Requested:

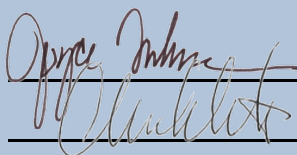
Choose one:

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer



Date: 05/05/2025

Chief Operating Officer



Date: 05/05/2025

Claims Rep. – Risk Manager

Date: _____

Comptroller

Date: _____

Director of Administration

Date: _____

Director of Distribution



Date: 5/5/2025

Director of Human Resources

Date: _____

Director of IT

Date: _____

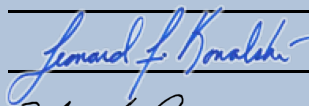
Director of Production

Date: _____

Director of Water Quality

Date: _____

Executive Engineer



Date: 5/5/2025

General Counsel (Legal)



Date: 5/5/2025

Other: _____

Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority



Date: 05/05/2025

Remarks: _____

Resolution Date: _____ **Item No:** _____

**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 **ESSEX HOMES OF WNY, INC.**, 8940 Main Street, Clarence, New York 14031, (hereinafter "Developer - BCD Applicant"), and **ANASTASI TRUCKING, INC.**, 4430 Walden Avenue, Lancaster, New York 14086, (hereinafter "Contractor - BCD Applicant") 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 Applicant desire to install water mains, hydrants and appurtenances as follows:

INSTALL approximately 1,176 +/- linear feet of 8-inch PVC water main in Pleasant Woods Subdivision, Town of Hamburg, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

INSTALL three (3) hydrants and four (4) line valves in Pleasant Woods Subdivision, Town of Hamburg, under an Erie County Water Authority Builder, Contractor, Developer (BCD) Agreement.

Road A

BEGINNING at Pleasant Avenue at station 9+74 along Road A, thence northerly a distance of 1,176 +/- linear feet within proposed right-of-way of Road A, ending at a cul-de-sac.

AS SHOWN and noted on Carmina Wood Design's drawing of Pleasant Woods Subdivision, dated October 2022.

3. The BCD Applicants must be a business entities 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-contractors, 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 Applicant' engineer. The BCD Applicant' 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 April 29, 2025.
22. The Developer and Contractor must sign, execute and return this Agreement to the **Erie County Water Authority, Attn: Legal Department, 295 Main Street, Room 350, Buffalo, New York 14203** within six months of its effective date. If the Legal Department does not receive a fully executed Agreement within this six-month period, the Agreement will be considered null and void.


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

ESSEX HOMES OF WNY, INC.



PHILIP J. NANULA, President

ANASTASI TRUCKING, INC.



GARY ANASTASI, President

ERIE COUNTY WATER AUTHORITY



JEROME D. SCHAD, Chair

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

On this 2nd day of May, 2025, before me personally came
PHILIP J. NANULA, to me known, who being by me duly sworn, did depose and say that he resides
at 9008 Sommerset Way, Clarence, NY; that he is President of ESSEX HOMES OF
WNY, INC., the corporation described in, and which executed, the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of said corporation and that he signed his name
thereto by like order.

Michelle Lynn Ward
Notary Public, State of New York
No. 01WA6275111
Qualified in Niagara County
My Commission Expires January 14, 2029

Michelle Lynn Ward
Notary Public - State of New York

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

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

Notary Public - State of New York

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

On this _____ day of _____, 2025, before me personally came
PHILIP J. NANULA, to me known, who being by me duly sworn, did depose and say that he resides
at _____; that he is President of ESSEX HOMES OF
WNY, INC., the corporation described in, and which executed, the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that
it was so affixed by order of the Board of Directors of said corporation and that he signed his name
thereto by like order.

Notary Public - State of New York

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

On this 1st day of May, 2025, before me personally came
GARY ANASTASI, to me known, who being by me duly sworn, did depose and say that he resides
at Buffalo, NY; that he is President of ANASTASI
TRUCKING, INC., the corporation described in, and which executed, the foregoing instrument; that
he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal;
that it was so affixed by order of the Board of Directors of said corporation and that he signed his
name thereto by like order.

Donald J. Peters
Notary Public - State of New York

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 Pleasant Woods Subdivision Waterline Extension

Location Town of Hamburg

Description (If different, supervising engineer must clarify).
Approx. 1200 LF of 8-inch PVC on Pleasant Woods Court

Approval Date 05/29/24

Erie County Health Department
Permit Number ~~#RWIN-CKDOM~~ RWIN-CKDQMC

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

08/27/24

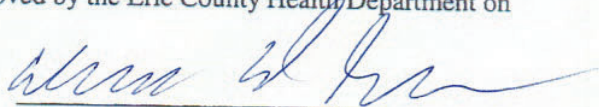
Date of Completion

10/28/24

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.

10/28/24

Date



Signature of Supervising Engineer

Name of Firm or Office

Donald Gallo, Consulting Engineer, P.C.

Address

589 Delaware Ave.

Buffalo, NY 14202

New York State License #

057875

SCHEDULE OF INVENTORY TO BILL OF SALE

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

Date: March 28, 2025

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:

Pleasant Woods

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

8940 Main Street, Clarence, NY 14031

ITEM 1 - PIPE

<u>Length</u>	<u>Size</u>	<u>Material</u>	<u>Installed Cost</u>
1,192'	8"	PVC C-900 DR-18	\$150,000.00

ITEM 2 - HYDRANTS (Complete Assembly Including Valve Box)

<u>Quantity</u>	<u>Make and Type</u>	<u>Installed Cost</u>
3	Kennedy Guardian	\$28,000.00

ITEM 3 - VALVES

A. Line Valves (Including Valve Boxes)

<u>Quantity</u>	<u>Make and Type</u>	<u>Size</u>	<u>Installed Cost</u>
4	Kennedy Resilient Wedge with Sigma		\$12,720.00
	Valve Box		

B. Tapping Sleeves and Valves (Including Valve Boxes)

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

C. Tapping Saddles and Valves (Including Valve Boxes)

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

ITEM 4 - DOMESTIC SERVICES

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

ITEM 5 - FIRE SERVICES (Main to Property Line)

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

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

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

By: Phil Nanula, President, Essex Homes of WNY, Inc.

Signed:  (SEAL)

Title: President

To: Members of the Authority.

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

Signed: _____
Executive Engineer

Date: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT _____

ESSEX HOMES OF WNY, INC., Phil Nanula, President, 8940 Main St., Clarence, NY 14031

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.

SCHEDULE OF INVENTORY TO BILL OF SALE dated MARCH 28, 2025 for All Water Mains and Appurtenances in the Subdivision known as Pleasant Woods, Hamburg, NY and as detailed on the attached Schedule of Inventory to Bill of Sale including:

Item 1 – Pipe - 1,192' of 8" PVC C-900 DR-18 - \$150,000.00

Item 2 – Hydrants - 3 each of Kennedy Guardian - \$28,000.00

Item 3 – Line Valves - 4 each of Kennedy Resilient Wedge - \$12,720.00

(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 hereof, 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.

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 judgments 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 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 their legal proceeding relating to this Bill of Sale.

Whenever the text thereof required, 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 28th day of March, 2025.

In Presence of:



STATE OF NEW YORK)

COUNTY OF ERIE)

SS.:

On this 28th day of March, 2025, before me personally came
Philip Nanula,

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

Michelle Lynn Ward
Notary Public, State of New York
No. 01WA6275111
Qualified in Niagara County
My Commission Expires Jan 14, 2029


NOTARY PUBLIC

Payment Bond #837085789

Executed in Triplicate

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

CONTRACTOR (Name and Address):

Anastasi Trucking, Inc.
4430 Walden Avenue
Lancaster, NY 14086-9771

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116-5066

OWNER (Name and Address):

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

CONTRACT

Project No.: 202200274
Date: April 29, 2025

Amount: One Hundred Ninety Thousand Seven Hundred Twenty and 00/100 --- Dollars (\$190,720.00---)

Description: Main Extension Agreement (Builder-Contractor-Developer)
PLEASANT WOODS SUBDIVISION
Town of HAMBURG
BCD: 22-05; EC #7360
ECWA Project No.: 202200274

BOND

Date (Not earlier than Contract Date): May 15, 2025

Amount: One Hundred Ninety Thousand Seven Hundred Twenty and 00/100 --- Dollars (\$190,720.00---)

Modifications to this Bond Form: None

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

CONTRACTOR AS PRINCIPAL

Company: **Anastasi Trucking, Inc.** (Corp. Seal)

Signature: _____
Name and Title: Mark Giarve, Secretary/Treasurer

SURETY Liberty Mutual Insurance Company

Company: _____ (Corp. Seal)

Signature: _____
Name and Title: Jack Fuller, 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.

CORPORATE ACKNOWLEDGMENT

State of New York)

County of Erie) ss

On this 6th day of May, 20 25,

Before me personally came and appeared Mark Giarve

_____ to me known, who, being by me duly sworn, did
depose and say that he resides in Erie County, New York

_____ ; that (s)he is the Secretary/Treasurer

of Anastasi Trucking, Inc., the Corporation described in and of which
executed the foregoing instrument, that (s)he knows the seal of said Corporation; that one of the
impressions is such seal; that it was so affixed by order of the Directors of said Corporation, and that
(s)he signed his/her name thereto by like order.



TRACY ZITO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires 2/22/27

SURETY ACKNOWLEDGMENT

State of New York)

County of Erie) ss

On this 6th day of May, 20 25,

before me personally came and appeared Jack Fuller

_____ to me known, who, being by me duly sworn, did
depose and say that (s)he resides in Erie County, New York

_____ ; that (s)he is the Attorney-in-Fact

of Liberty Mutual Insurance Company, the Corporation described in and which
executed the foregoing instrument, that (s)he knows the seal of said Corporation; that one of the
impressions is such seal; that it was so affixed by order of the Directors of said Corporation, and that (s)he
signed his/her name thereto by like order.



TRACY ZITO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires 2/22/27



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204635 - 986764**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jack Fuller, Scott T. Hoffman

all of the city of Buffalo state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of December, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits.....\$4,608,826,756.00	Unearned Premiums.....\$9,890,896,878.00
*Bonds – U.S Government.....\$4,281,375,446.74	Reserve for Claims and Claims Expense.....\$29,467,071,865.00
*Other Bonds.....\$21,566,489,527.26	Funds Held Under Reinsurance Treaties.....\$341,948,172.00
*Stocks.....\$15,589,644,012.00	Reserve for Dividends to Policyholders.....\$954,025.00
Real Estate.....\$86,497,925.00	Additional Statutory Reserve.....\$150,547,865.00
Agents' Balances or Uncollected Premiums...\$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities.....\$5,049,906,410.00
Accrued Interest and Rents.....\$225,249,712.00	Total.....\$47,104,416,171.00
Other Admitted Assets.....\$19,367,663,200.00	Special Surplus Funds.....\$174,153,086.00
Total Admitted Assets.....\$74,539,483,661.00	Capital Stock.....\$10,000,075.00
	Paid in Surplus.....\$13,209,595,772.00
	Unassigned Surplus.....\$13,415,980,561.00
	Surplus to Policyholders.....\$27,435,067,490.00
	Total Liabilities and Surplus.....\$74,539,483,661.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Maintenance Bond #837085789

Executed in Triplicate

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

CONTRACTOR (Name and Address):

Anastasi Trucking, Inc.
4430 Walden Avenue
Lancaster, NY 14086-9771

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

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116-5066

OWNER (Name and Address):

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

CONTRACT

Project No.: 202200274
Date: April 29, 2025

Amount: One Hundred Ninety Thousand Seven Hundred Twenty and 00/100 --- Dollars (\$190,720.00)

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

PLEASANT WOODS SUBDIVISION

Town of HAMBURG

BCD: 22-05; EC #7360

ECWA Project No.: 202200274

BOND

Date (Not earlier than Contract Date): May 15, 2025

Amount: One Hundred Ninety Thousand Seven Hundred Twenty and 00/100 --- Dollars (\$190,720.00)

Modifications to this Bond Form: None

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

CONTRACTOR AS PRINCIPAL

Company: **Anastasi Trucking, Inc.** (Corp. Seal)

Signature: 

Name and Title: Mark Giarve, Secretary/Treasurer

SURETY **Liberty Mutual Insurance Company**

Company: (Corp. Seal)

Signature: 

Name and Title: Jack Fuller, Attorney-in-Fact
(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Definitions.

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

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

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

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

CORPORATE ACKNOWLEDGMENT

State of New York)

County of Erie) ss

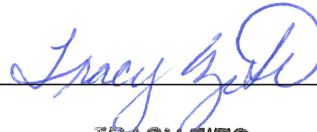
On this 6th day of May, 20 25,

Before me personally came and appeared Mark Giarve

_____ to me known, who, being by me duly sworn, did
depose and say that he resides in Erie County, New York

_____ ; that (s)he is the Secretary/Treasurer

of Anastasi Trucking, Inc., the Corporation described in and of which
executed the foregoing instrument, that (s)he knows the seal of said Corporation; that one of the
impressions is such seal; that it was so affixed by order of the Directors of said Corporation, and that
(s)he signed his/her name thereto by like order.



TRACY ZITO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires 2/22/27

SURETY ACKNOWLEDGMENT

State of New York)

County of Erie) ss

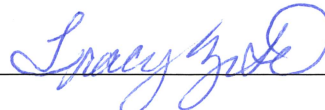
On this 6th day of May, 20 25,

before me personally came and appeared Jack Fuller

_____ to me known, who, being by me duly sworn, did
depose and say that (s)he resides in Erie County, New York

_____ ; that (s)he is the Attorney-in-Fact

of Liberty Mutual Insurance Company, the Corporation described in and which
executed the foregoing instrument, that (s)he knows the seal of said Corporation; that one of the
impressions is such seal; that it was so affixed by order of the Directors of said Corporation, and that (s)he
signed his/her name thereto by like order.



TRACY ZITO
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires 2/22/27



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204635 - 986764**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jack Fuller, Scott T. Hoffman

all of the city of Buffalo state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of December, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 14th day of December, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2025.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2024

Assets	Liabilities
Cash and Bank Deposits.....\$4,608,826,756.00	Unearned Premiums.....\$9,890,896,878.00
*Bonds – U.S Government.....\$4,281,375,446.74	Reserve for Claims and Claims Expense.....\$29,467,071,865.00
*Other Bonds.....\$21,566,489,527.26	Funds Held Under Reinsurance Treaties.....\$341,948,172.00
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Real Estate.....\$86,497,925.00	Additional Statutory Reserve.....\$150,547,865.00
Agents' Balances or Uncollected Premiums...\$7,512,975,129.00	Reserve for Commissions, Taxes and Other Liabilities.....\$5,049,906,410.00
Accrued Interest and Rents.....\$225,249,712.00	Total.....\$47,104,416,171.00
Other Admitted Assets.....\$19,367,663,200.00	Special Surplus Funds.....\$174,153,086.00
Total Admitted Assets.....\$74,539,483,661.00	Capital Stock.....\$10,000,075.00
	Paid in Surplus.....\$13,209,595,772.00
	Unassigned Surplus.....\$13,415,980,561.00
	Surplus to Policyholders.....\$27,435,067,490.00
	Total Liabilities and Surplus.....\$74,539,483,661.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2024, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2025.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary