

## BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT

**S.G. Clarence, LLC**  
**470 Cayuga Road**  
**Cheektowaga, NY 14225**

Party of the first part, for an in consideration of the sum of (Type sum here - TWO dollars and zero cents) 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, NY 14203, party of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these present doe grant and convey unto the said party of the second part, the heirs, executors, administrators, successors and assigns thereof.

**Spaulding Green Subdivision: Phase 6B, BCD-18-04**  
**Project No. 201800101**

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

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

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

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

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

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

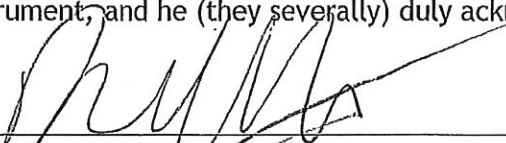
The parties of the first part shall be responsible for any and all costs, disbursements and attorney fees incurred by the party of the second part in any litigation, dispute or other legal proceeding relating to this Bill of Sale.

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

STATE OF NEW YORK  
COUNTY OF ERIE SS.:

On this 15<sup>th</sup> day of FEBRUARY, 2019 before me personally came David Capretto

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.

  
\_\_\_\_\_  
David Capretto, Authorized Representative of S.G. Clarence, LLC

IN WITNESS WHEREOF, the party of the first part has duly executed this Bill of Sale on the 15<sup>th</sup> day of FEBRUARY, 2019.

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

In the presence of Kelly A. Licht Notary Public, State of New York.  
Qualified in Erie County. My Commission Expires 7/19/21.

**KELLY A. LICHT**  
Notary Public, State of New York  
Qualified in Erie and Niagara County  
No. 01LI5015428  
Commission Expires July 19, 2021

**MILHERST CONSTRUCTION, INC.**

10025 COUNTY ROAD - P.O. BOX 430  
 CLARENCE CENTER, NY. 14032-0430  
 PHONE: (716) 688-9098 \* FAX: (716) 688-9562

**TO:** Ms. Jacqueline Mattina  
 Erie County Water Authority  
 295 Main Street, Room 350  
 Buffalo, NY 14203

**LETTER OF TRANSMITTAL**

Date:	February 5, 2019
Attention:	Ms. Jacqueline Mattina
Reference:	Spaulding Green Subdivision: Phase 6B

- WE ARE SENDING YOU:**  Attached  Under separate cover via
- Shop Drawings  Prints  Plans  Samples  Specifications
- Copy of Letter  Change Order  Maintenance Bonds

COPIES	DATE	NO.	DESCRIPTION
3	2/13/2019		Waterline Maintenance Bond #PB00464500384
3	2/1/2019		Schedule of Inventory to Bill of Sale
3	2/1/2019		Bill of Sale

**THESE ARE TRANSMITTED as checked below:**

- For Approval  Approved as Submitted  Resubmit  For Bids Due \_\_\_\_\_
- For Your Use  Approved as Noted  Submit  Prints returned after loan to us.
- As Requested  Return for Corrections  Return  \_\_\_\_\_

Remarks:

COPY TO: \_\_\_\_\_ File: #18436 Signed: Timothy J. Morgan, Project Manager

## SCHEDULE OF INVENTORY TO BILL OF SALE

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

Date: 2/13/19

This constitutes the schedule attached to a Bill of Sale to the Erie County Water Authority of ALL WATER MAINS and APPURTNEANCES in the Subdivision known as:

### Spaulding Green Subdivision: Phase 6B

And composed of the following inventory and cost to the Builder, Contractor, Developer, whose address is: S.G. Clarence, LLC

470 Cayuga Road  
 Cheektowaga, NY 14225

#### ITEM 1 - PIPE

Length	Size	Material	Installed Cost
1,450 lineal feet	8"	C-900	\$45,479.00

#### ITEM 2 - HYDRANTS (Complete Assembly including Valve Box)

Quantity	Make/Type	Installed Cost
2 each	Mueller	\$7,906.00

#### ITEM 3 - VALVES (Including Valve Boxes)

##### A. Line Valves

Quantity	Make Type	Size	Installed Cost
3 each	Mueller	8"	\$3,491.00

##### B. Tapping Sleeves & Valves

Quantity	Make Type	Size	Installed Cost

##### C. Tapping Saddles & Valves

Quantity	Make Type	Size	Installed Cost

**ITEM 4 - DOMESTIC SERVICES**

Quantity	Size	Short	Long	Installed Cost

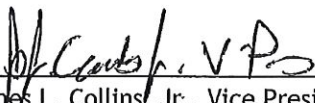
**ITEM 5 - FIRE SERVICES (Main to property line)**

Quantity	Size	Short	Long	Installed Cost

**ITEM 6 - MISCELLANEOUS (Paving, etc., state "other" of any)**


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

By: **Milherst Construction, Inc.**  
 10025 County Rd, PO Box 430  
 Clarence Center, NY 14032-0430

Signed:   
 James L. Collins, Jr., Vice President

To Members of the Authority

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ERIE COUNTY WATER AUTHORITY  
INTEROFFICE MEMORANDUM**



Date: March 14, 2019

To: Ron Bennett



From: David Mineo

Subject: Spaulding Green

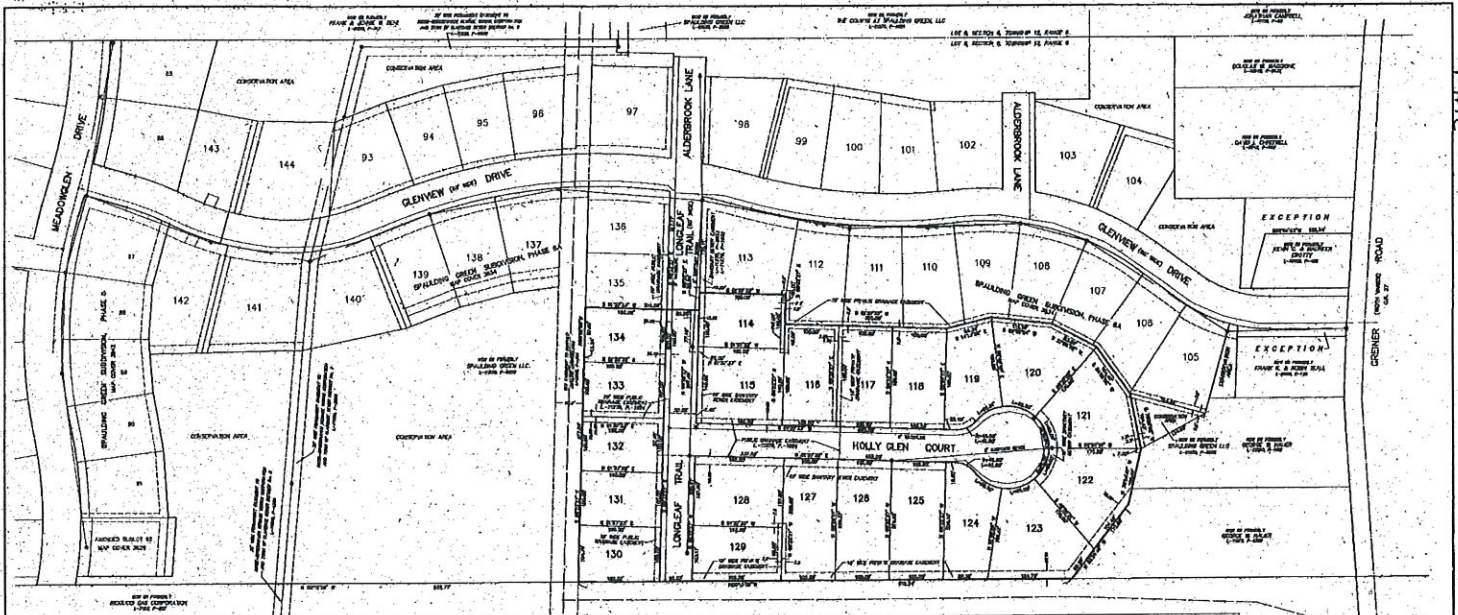
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I reviewed the Deed between S.G. Clarence, LLC and Town of Clarence filed at the ECCO February 15, 2019. The description attached to the deed as Schedule A refers to Spaulding Green Subdivision, Phase 6B.

I confirmed that Phase 6B was filed at the ECCO on February 14, 2019.

The Erie County Dept. of Health approved the water supply design on February 1, 2019. The approval is shown on the map cover.

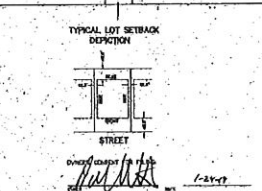
I confirmed that the description shown in Schedule A of the deed confirms with the filed map cover. I also looked at Phase 6A to confirm the starting point and that the sections fit together properly.



**NOTICE TO CONTRACTORS**  
 1. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.  
 2. The contractor shall be responsible for obtaining all necessary easements and rights-of-way from the appropriate owners.  
 3. The contractor shall be responsible for obtaining all necessary utility easements and rights-of-way from the appropriate utility companies.  
 4. The contractor shall be responsible for obtaining all necessary survey data and platting from the appropriate surveyor.  
 5. The contractor shall be responsible for obtaining all necessary zoning and land use approvals from the appropriate local government.  
 6. The contractor shall be responsible for obtaining all necessary environmental approvals from the appropriate state and federal agencies.  
 7. The contractor shall be responsible for obtaining all necessary insurance and bonding for the project.  
 8. The contractor shall be responsible for obtaining all necessary permits for the construction of the project.  
 9. The contractor shall be responsible for obtaining all necessary permits for the installation of the project.  
 10. The contractor shall be responsible for obtaining all necessary permits for the operation of the project.

**LOT DATA**

LOT NO.	AREA	SETBACK	REMARKS
130	10,000	50'	FRONT
131	10,000	50'	FRONT
132	10,000	50'	FRONT
133	10,000	50'	FRONT
134	10,000	50'	FRONT
135	10,000	50'	FRONT
136	10,000	50'	FRONT
137	10,000	50'	FRONT
138	10,000	50'	FRONT
139	10,000	50'	FRONT
140	10,000	50'	FRONT
141	10,000	50'	FRONT
142	10,000	50'	FRONT
143	10,000	50'	FRONT
144	10,000	50'	FRONT
113	10,000	50'	FRONT
114	10,000	50'	FRONT
115	10,000	50'	FRONT
116	10,000	50'	FRONT
117	10,000	50'	FRONT
118	10,000	50'	FRONT
119	10,000	50'	FRONT
120	10,000	50'	FRONT
121	10,000	50'	FRONT
122	10,000	50'	FRONT
123	10,000	50'	FRONT
124	10,000	50'	FRONT
103	10,000	50'	FRONT
104	10,000	50'	FRONT
105	10,000	50'	FRONT



APPROVED BY THE TOWN OF CLARENCE PLANNING BOARD:  
 DATE: 1-25-19  
 FILED IN THE ERIE COUNTY CLERK'S OFFICE UNDER MAP NO. 3-18-19

**NOTICE TO CONTRACTORS**  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AUTHORITIES.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE OWNERS.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITY EASEMENTS AND RIGHTS-OF-WAY FROM THE APPROPRIATE UTILITY COMPANIES.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURVEY DATA AND PLATTING FROM THE APPROPRIATE SURVEYOR.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ZONING AND LAND USE APPROVALS FROM THE APPROPRIATE LOCAL GOVERNMENT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ENVIRONMENTAL APPROVALS FROM THE APPROPRIATE STATE AND FEDERAL AGENCIES.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDING FOR THE PROJECT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE CONSTRUCTION OF THE PROJECT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE INSTALLATION OF THE PROJECT.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE OPERATION OF THE PROJECT.

**FILED**  
 FEB 14 2019  
 ERIE COUNTY CLERK'S OFFICE

**Spaulding Green Subdivision, Phase 6B**  
 OPEN SPACE DESIGN DEVELOPMENT OVERLAY  
 TOWN OF CLARENCE, ERIE COUNTY, NEW YORK  
 BEING PART OF LOT 8, SECTION 8, TOWNSHIP 13, RANGE 8 HOLLAND LAND SURVEY

**GRAPHIC SCALE**  
 1 inch = 40 feet

**ERIE COUNTY ENGINEERING & SURVEYING**  
 MICHAEL B. SCARLETT, REGISTERED PROFESSIONAL ENGINEER  
 1000 W. STATE ST., SUITE 200, BUFFALO, NY 14202  
 TEL: 716-835-1100 FAX: 716-835-1101

JOB NO.: 200708A.08 DATE: JANUARY 7, 2019

MC-3771

Warranty Deed with Lien Covenant

**This Indenture,**

Made the 14 day of February Two Thousand and 2019

**Between** S.G. CLARENCE, LLC  
470 Cayuga Road  
Cheektowaga, NY 14225

**FILED**  
FEB 15 2019  
ERIE COUNTY  
CLERK'S OFFICE

*Grantor and*

TOWN OF CLARENCE  
One Town Place  
Clarence, NY 14031

*Grantee*

**Witnesseth**, that the said Grantor, in consideration of One and No More -----  
-----Dollars (\$1.00 and no more ) lawful money of the  
United States, paid by the Grantee does hereby grant and release unto the Grantee, its successors, and  
assigns forever,

**All that Tract or Parcel of Land**, see Schedule A attached hereto and made a part  
hereof.

**TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to the  
said premises.

**TO HAVE AND TO HOLD**, the above granted premises unto the said Grantee.

**AND** the said Grantor does Covenant with said Grantee as follows:

**FIRST.** – That the Grantee shall quietly enjoy the said premises.

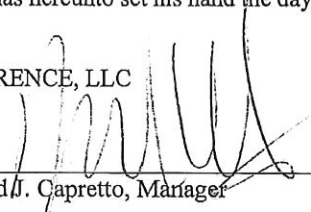
**SECOND.** – That the Grantor will forever **WARRANT** the title to said premises.

**THIRD.** – Subject to the trust fund provisions of section thirteen of the lien law.

**IN WITNESS WHEREOF**, The said Grantor has hereunto set his hand the day and year first  
above written.

**IN PRESENCE OF**

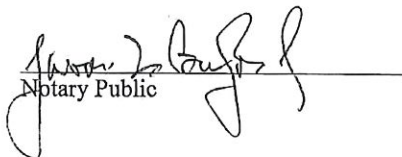
S.G. CLARENCE, LLC

By:   
David J. Capretto, Manager



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

On the 14<sup>th</sup> day of February, in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared David J. Capretto, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals or the person upon behalf of which the individuals acted, executed the instrument.

  
Notary Public

JASON L. BURFORD  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires 1/5/2023

Doc #700539.1

**SCHEDULE A**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clarence, County of Erie, State of New York being part of Lot 8, Section 6, Township 12, Range 6 of the Holland Land Survey (so-called) being Longleaf Trail and Holly Glen Court as shown on a map of Spaulding Green Subdivision, Phase 6B to be filed in the Erie County Clerk's Office, bounded and described as follows:

BEGINNING at the southwesterly corner of Sub Lot 135 as shown on a subdivision map of Spaulding Green Phase 6A filed in the Erie County Clerk's Office under Map Cover No. 3634, said point being distant 217.17 feet westerly measured along said northerly boundary line of Longleaf Trail from the westerly line of Glenview Drive;

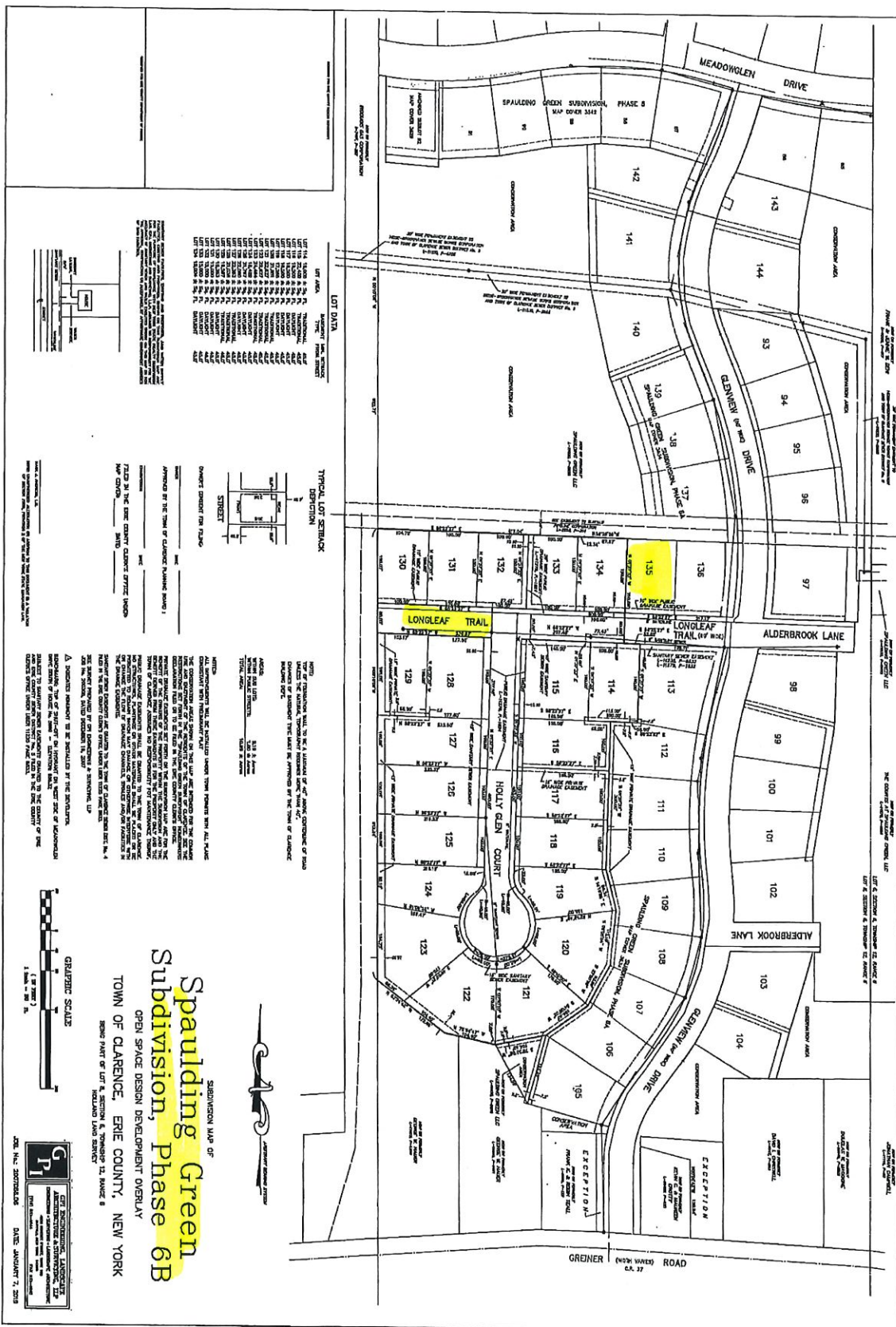
THENCE: S-01°-37'-33"-W along the west line of said Longleaf Trail, also being a west line of said Map Cover 3634, a distance of 60.00 feet to a point;

THENCE: Through lands conveyed to Spaulding Green, LLC by deed recorded in the Erie County Clerk's Office in Liber 11030 of Deeds at page 5955, the following seven (7) courses and distances:

- 1.) N-88°-22'-27"-W, a distance of 207.45 feet to a point;
- 2.) S-01°-37'-33"-W, a distance of 483.00 feet to a point of curvature;
- 3.) Southerly, along a curve to the left having a radius of 45.00 feet, an arc distance of 40.60 feet to a point of reverse curvature;
- 4.) Southerly, Westerly and Northerly, on a curve to the right having a radius of 76.00 feet, an arc distance of 375.91 feet to a point of reverse curvature;
- 5.) Northerly, on a curve to the left having a radius of 45.00 feet, an arc distance of 40.60 feet to a point of tangency;
- 6.) N-01°-37'-33"-E, a distance of 483.00 feet to a point;
- 7.) N-88°-22'-27"-W, a distance of 230.67 feet to a point on the east line of lands conveyed to Iroquois Gas Corporation by deed recorded in the Erie County Clerk's Office in Liber 7407 of Deeds at page 257;

THENCE: N-00°-10'-09"-W, along the said east line of Iroquois Gas Corporation lands, a distance of 60.03 feet to a point;

THENCE: S-88°-22'-27"-E, Through lands conveyed to Spaulding Green, LLC a distance of 500.00 feet to the POINT OR PLACE OF BEGINNING containing 1.802 acres be the same more or less.



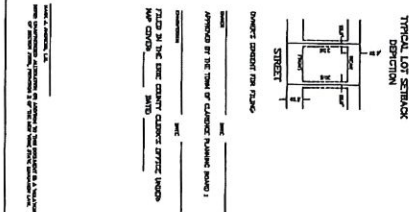
**LET AREA:** THE TOTAL AREA OF THE LOT AS SHOWN ON THIS PLAN SHALL BE THE TOTAL AREA OF THE LOT AS SHOWN ON THE SURVEY MAP OF THE SUBDIVISION AS APPROVED BY THE TOWN OF CLARENCE PLANNING BOARD.

**CONVENTIONAL AREA:** THAT PORTION OF THE LOT WHICH IS NOT DESIGNATED AS AN EXCEPTIONAL AREA.

**EXCEPTIONAL AREA:** THAT PORTION OF THE LOT WHICH IS DESIGNATED AS AN EXCEPTIONAL AREA.

**EXCEPTIONAL:** THAT PORTION OF THE LOT WHICH IS DESIGNATED AS AN EXCEPTIONAL AREA.

**CONVENTIONAL:** THAT PORTION OF THE LOT WHICH IS NOT DESIGNATED AS AN EXCEPTIONAL AREA.



**NOTICE:** THE TOWN OF CLARENCE PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING REGULATIONS OF THE TOWN OF CLARENCE. THE TOWN OF CLARENCE PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING REGULATIONS OF THE TOWN OF CLARENCE.

**NOTICE:** THE TOWN OF CLARENCE PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING REGULATIONS OF THE TOWN OF CLARENCE. THE TOWN OF CLARENCE PLANNING BOARD HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING REGULATIONS OF THE TOWN OF CLARENCE.



**SPALDING MAP OF**

**Spaulding Green**

**Subdivision, Phase 6B**

OPEN SPACE DESIGN DEVELOPMENT OVERLAY

TOWN OF CLARENCE, ERIE COUNTY, NEW YORK

REBID PART OF LOT 8, SECTION 6, TOWNSHIP 12, RANGE 8

HOLLAND LAND SERVICE

**GPI**

ERIE COUNTY ENGINEERING & SURVEYING, LLC

DATE: JANUARY 7, 2019

Payment Bond

Bond No. PB00464500358

Executed in Triplicate

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

CONTRACTOR (Name and Address):

S.G. Clarence, LLC  
470 Cayuga Road  
Buffalo, New York 14225

Milherst Construction, Inc.  
10025 County Road  
Clarence Center, New York 14032

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

Philadelphia Indemnity Insurance Company  
231 St. Asaph's Road, Suite 100  
One Bala Plaza  
Bala Cynwyd, Pennsylvania 19004-0950

OWNER (Name and Address):

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

CONTRACT

Project No.: 201800101  
Date: March 7, 2019  
Amount: Eighty-Four Thousand Eighteen and No/100 Dollars (\$84,018.00)  
Description: Main Extension Agreement (Builder-Contractor-Developer)  
Spaulding Green Phase 6B  
Town of Clarence  
Project No. 201800101  
ECWA File No.: BCD-18-04

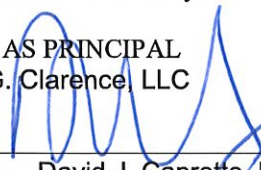
BOND

Date (Not earlier than Contract Date): March 18, 2019  
Amount: Eighty-Four Thousand Eighteen and No/100 Dollars (\$84,018.00)  
Modifications to this Bond Form:

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


CONTRACTOR AS PRINCIPAL

Company: S. G. Clarence, LLC (Corp. Seal)

Signature:   
Name and Title: David J. Capretto, Manager

SURETY

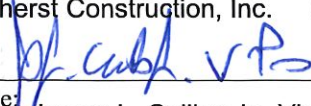
Company: Philadelphia Indemnity Insurance Company (Corp. Seal)

Signature:   
Name and Title: JoAnn Bayne, Attorney-in-Fact  
(Attach Power of Attorney)

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

CONTRACTOR AS PRINCIPAL

Company: Milherst Construction, Inc. (Corp. Seal)

Signature:   
Name and Title: James L. Collins Jr., Vice President

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.

LLC ACKNOWLEDGMENT

State of New York )
County of Erie )

On the 18th day of March in the year 2019, before me personally came David J. Capretto to me known, who, being by me duly sworn, did depose and say that he reside(s) in Erie County, New York; that he is a/the Manager of the S.G. Clarence, LLC the LLC described in and which executed the above instrument.

[Handwritten signature of Kelly A. Licht]

Notary Public

CORPORATE ACKNOWLEDGMENTS

State of New York )
County of Erie )

KELLY A. LICHT
Notary Public, State of New York
Qualified in Erie and Niagara County
No. 01LI5015428
Commission Expires July 19, 2021

On the 18th day of March in the year 2019 before me personally came James L. Collins, Jr., to me known, who, being by me duly sworn, did depose and say that he reside(s) in Erie County, New York; that he is the Vice President of Milherst Construction, Inc., the corporation described in and which executed the above 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 authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

[Handwritten signature of Kelly A. Licht]

Notary Public

SURETY ACKNOWLEDGEMENT

State of New York )
County of Erie )

KELLY A. LICHT
Notary Public, State of New York
Qualified in Erie and Niagara County
No. 01LI5015428
Commission Expires July 19, 2021

On the 18th day of March in the year 2019, before me personally came JoAnn Bayne, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Niagara County, New York; that she is the Attorney-in-Fact of the Philadelphia Indemnity Insurance Company, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

[Handwritten signature of April A. Adams]

Notary Public

APRIL A. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 08/07/2021

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JoAnn Bayne, Candace J. Casey-Wnek, Lawrence DiGiulio, Andrew J. Tokasz, Michael Dean, April A. Adams, Anthony Biagiotti, Lauren Bordonaro, and Cynthia A. Scharf of Key Insurance & Benefits Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

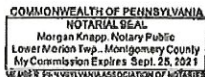
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18<sup>th</sup> day of March, 20 19.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

## PHILADELPHIA INDEMNITY INSURANCE COMPANY

### Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus (in thousands, except par value and share amounts)

#### Admitted Assets

	As of December 31,	
	<u>2017</u>	<u>2016</u>
Bonds (fair value \$6,911,411 and \$6,366,973)	\$ 6,708,174	\$ 6,256,540
Preferred stocks (fair value \$50,134 and \$61,596)	48,537	60,425
Common stocks (cost \$31,965 and \$73,723)	33,817	71,273
Mortgage loans	400,590	358,530
Real estate	3,294	3,518
Other invested assets (cost \$234,382 and \$210,393)	240,475	216,318
Receivables for securities	399	2,527
Cash, cash equivalents and short-term investments	<u>140,468</u>	<u>44,778</u>
Cash and invested assets	7,575,754	7,013,909
Premiums receivable, agents' balances and other receivables	831,770	781,505
Reinsurance receivable on paid losses	33,955	23,669
Accrued investment income	86,998	77,957
Receivable from affiliates	6,611	5,883
Federal income taxes receivable	4,869	-
Net deferred tax asset	113,125	177,984
Other assets	<u>89</u>	<u>93</u>
Total admitted assets	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

#### Liabilities and Capital and Surplus

##### Liabilities:

Net unpaid losses and loss adjustment expenses	\$ 4,263,696	\$ 3,856,578
Net unearned premiums	1,533,201	1,449,732
Reinsurance payable on paid loss and loss adjustment expenses	23,933	13,357
Ceded reinsurance premiums payable	80,592	72,331
Commissions payable, contingent commissions and other similar charges	225,361	249,225
Federal income taxes payable	-	13,273
Accrued expenses and other liabilities	117,799	92,865
Payable to affiliates	10,761	12,467
Provision for reinsurance	1	642
Payable for purchased securities	<u>81,458</u>	<u>49,033</u>
Total liabilities	<u>\$ 6,336,802</u>	<u>\$ 5,809,503</u>

##### Capital:

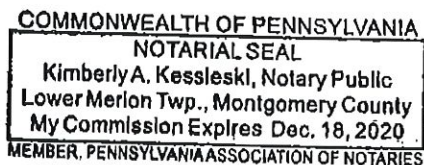
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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##### Surplus:


Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	1,925,798	1,880,926
Total surplus	<u>2,311,869</u>	<u>2,266,997</u>
Total capital and surplus	<u>2,316,369</u>	<u>2,271,497</u>
Total liabilities and capital and surplus	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:



Sworn to before me this 6th day of June 2018.

  
 Karen Gilmer-Pauciello, EVP & CFO

  
 Kimberly Kessleski, Notary



# Maintenance Bond

PB00464500384  
Executed in Triplicate

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

CONTRACTOR (Name and Address):

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

S.G. Clarence, LLC  
470 Cayuga Road  
Buffalo, New York 14225

Milherst Construction, Inc.  
10025 County Road  
Clarence Center, New York 14032

Philadelphia Indemnity Insurance Company  
231 St. Asaph's Road, Suite 100  
One Bala Plaza  
Bala Cynwyd, Pennsylvania 19004-0950

OWNER (Name and Address):

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

### CONTRACT

Project No.: 201800101  
Date: March 7, 2019  
Amount: Fifty-Six Thousand Eight Hundred Seventy-Six and No/100 Dollars (\$56,876.00)  
Description: Main Extension Agreement (Builder-Contractor-Developer)  
Spaulding Green Phase 6B  
Town of Clarence  
Project No. 201800101  
ECWA File No.: BCD-18-04

### BOND

Date (Not earlier than Contract Date): March 18, 2019  
Amount: Fifty-Six Thousand Eight Hundred Seventy-Six and No/100 Dollars (\$56,876.0)  
Modifications to this Bond Form:

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


### CONTRACTOR AS PRINCIPAL

Company: S.G. Clarence, LLC (Corp. Seal)

Signature:   
Name and Title: David J. Capretto, Manager

### SURETY

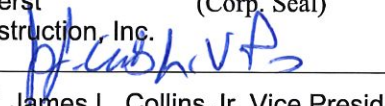
Company: Philadelphia Indemnity Insurance Company (Corp. Seal)

Signature:   
Name and Title: JoAnn Bayne, Attorney-in-Fact  
(Attach Power of Attorney)

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

### CONTRACTOR AS PRINCIPAL

Company: Milherst Construction, Inc. (Corp. Seal)

Signature:   
Name and Title: James L. Collins Jr. Vice President

### 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 pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to

the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
  - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

LLC ACKNOWLEDGMENT

State of New York )
)
County of Erie )

On the 18th day of March in the year 2019, before me personally came David J. Capretto to me known, who, being by me duly sworn, did depose and say that he reside(s) in Erie County, New York; that he is a/the Manager of the S.G. Clarence, LLC the LLC described in and which executed the above instrument.

[Signature]
Notary Public

CORPORATE ACKNOWLEDGMENTS

State of New York )
)
County of Erie )

KELLY A. LIGHT
Notary Public, State of New York
Qualified in Erie and Niagara County
No. 01LI5015428
Commission Expires July 19, 2021

On the 18th day of March in the year 2019 before me personally came James L. Collins, Jr., to me known, who, being by me duly sworn, did depose and say that he reside(s) in Erie County, New York; that he is the Vice President of Milherst Construction, Inc., the corporation described in and which executed the above 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 authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

[Signature]
Notary Public

SURETY ACKNOWLEDGEMENT

State of New York )
)
County of Erie )

KELLY A. LIGHT
Notary Public, State of New York
Qualified in Erie and Niagara County
No. 01LI5015428
Commission Expires July 19, 2021

On the 18th day of March in the year 2019, before me personally came JoAnn Bayne, to me known, who, being by me duly sworn, did depose and say that she reside(s) in Niagara County, New York; that she is the Attorney-in-Fact of the Philadelphia Indemnity Insurance Company, the corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that she signed her name thereto by like authority.

[Signature]
Notary Public

APRIL A. ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 08/07/2021

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JoAnn Bayne, Candace J. Casey-Wnek, Lawrence DiGiulio, Andrew J. Tokasz, Michael Dean, April A. Adams, Anthony Biagiotti, Lauren Bordonaro, and Cynthia A. Scharf of Key Insurance & Benefits Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

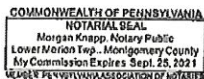
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18<sup>th</sup> day of March, 2019.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**PHILADELPHIA INDEMNITY INSURANCE COMPANY****Statutory Statements of Admitted Assets, Liabilities and Capital and Surplus  
(in thousands, except par value and share amounts)****Admitted Assets**

	<b>As of December 31,</b>	
	<b>2017</b>	<b>2016</b>
Bonds (fair value \$6,911,411 and \$6,366,973)	\$ 6,708,174	\$ 6,256,540
Preferred stocks (fair value \$50,134 and \$61,596)	48,537	60,425
Common stocks (cost \$31,965 and \$73,723)	33,817	71,273
Mortgage loans	400,590	358,530
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Net deferred tax asset	113,125	177,984
Other assets	<u>89</u>	<u>93</u>
Total admitted assets	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

**Liabilities and Capital and Surplus****Liabilities:**

Net unpaid losses and loss adjustment expenses	\$ 4,263,696	\$ 3,856,578
Net unearned premiums	1,533,201	1,449,732
Reinsurance payable on paid loss and loss adjustment expenses	23,933	13,357
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Provision for reinsurance	1	642
Payable for purchased securities	<u>81,458</u>	<u>49,033</u>
Total liabilities	<u>\$ 6,336,802</u>	<u>\$ 5,809,503</u>

**Capital:**

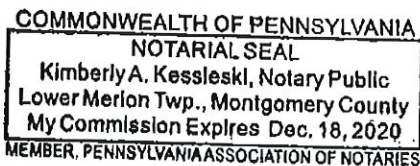
Common stock, par value of \$10 per share; 1,000,000 shares authorized, 450,000 shares issued and outstanding	4,500	4,500
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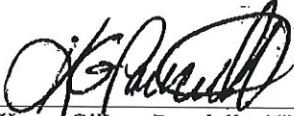
**Surplus:**


Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>1,925,798</u>	<u>1,880,926</u>
Total surplus	<u>2,311,869</u>	<u>2,266,997</u>
Total capital and surplus	<u>2,316,369</u>	<u>2,271,497</u>
Total liabilities and capital and surplus	<u>\$ 8,653,171</u>	<u>\$ 8,081,000</u>

The undersigned, being duly sworn, says: That she is the Executive Vice President and Chief Financial Officer of Philadelphia Indemnity Insurance Company; that said Company is a corporation duly organized in the state of Pennsylvania, and licensed and engaged in the State of Pennsylvania and has duly complied with all the requirements of the laws of the said State applicable of the said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress. And that to the best of her knowledge and belief the above statement is a full, true and correct statement of

Attest:



  
Karen Gilmer-Pauciello, EVP & CFO

  
Kimberly Kessleski, Notary

Sworn to before me this 6th day of June 2018.