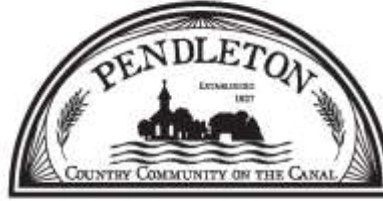


**TOWN OF PENDLETON**  
6570 Campbell Boulevard  
Lockport, NY 14094



**Deborah K. Maurer, Town Clerk**  
Phone: (716) 625-8833  
Fax: (716) 625-6295  
dmaurer@pendletonny.us

**TOWN OF PENDLETON  
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Town Board of the Town of Pendleton, Niagara County, New York, has scheduled a public hearing for the 15<sup>th</sup> day of October, 2024 at 6:55 p.m., at the Pendleton Town Hall, 6570 Campbell Boulevard, Pendleton, New York, 14094. The purpose of the hearing is to allow public input on the application for a Special Use Permit for Pendleton Solar 2, which is located at 6600 Donner Road.

All interested parties will be heard.

Deborah K. Maurer  
Town Clerk

Dated: September 11, 2024

Publish: October 8, 2024

**TOWN OF PENDLETON**  
**PLANNING BOARD MEETING MINUTES**  
**August 20, 2024**

**MEMBERS PRESENT:** Joe McCaffrey, Dan Vivian, Mike Zimmerman, Nick Kwasniak, John Higgins, Dave Naus, Anthony Dell’Isola

**Members Excused:**

**Others Present:** Town Engineer Dave Britton

1. Meeting called to order by the Chairman at 7:32PM.

2. **Informal Business**

N/A

3. **July 16, 2024 Meeting Minutes**

A motion was made by Dan Vivian & seconded by Mike Zimmerman to approve the Minutes of the July 16, 2024 Planning Board (PB) meetings. All agreed.

4. **Lemieux Pollinator Pond/Farm - 4566 Meyer Road**

**SEQR:** The Planning Board initiated an extensive review of the Short Environmental Assessment Form. On a motion by Dave Naus & seconded by John Higgins a Negative Declaration was issued. All agreed. The Planning Board Chairman was then authorized to sign the SEQR form at that time.

**7:40 Public Hearing**

A Public was opened for the proposed project.

The applicant briefed the pollinator pond/farm. The pond will cover a 0.75-acre area & will be 3-5’ deep. This will create a wetland area for pollination. The US Fish & Wildlife Agency will do the project site work.

The applicant will ensure no more than one-acre of property is disturbed.

The project meets all Planning Board & Town Code requirements.

**TOWN OF PENDLETON**  
**PLANNING BOARD MEETING MINUTES**  
**August 20, 2024**

The property is currently zoned R-1 Residential.

On a motion by John Higgins & seconded by Dan Vivian the Public hearing was closed at 7:43PM.

On a motion by John Higgins & seconded by Mike Zimmerman the project was recommended for approval. The measure was passed unanimously by the Planning Board.

**5. Pendleton 2 Solar Annual Special Use Permit – 6000 Donner Road**

The applicant updated the Board on the project. They are still awaiting installation of a ground transformer & National Grid connection. The annual Building permit was renewed in Aug 2024.

The Town Board is the approval authority for all Special Use Permits due to a recent Town Code Change. The Planning Board will make a recommendation to the Town Board after reviewing the project.

The project is awaiting final SWPPP Inspection by the Town Engineer & is working with the Building Department on installing a Knox Box. The landscaping was planted in 2021, however, a few pine trees have died & need to be replaced by the applicant.

The project was approved in Aug 2020 & meets all Planning Board & Town Code requirements.

The property is zoned LI – Light Industrial.

On a motion by John Higgins & seconded by Dan Vivian the Special Use Permit was recommended for approval to the Town Board. The measure was passed unanimously by the Planning Board.

**7. Public/Press Comments and Questions**

N/A

**8. Adjourn**

On a motion by Mike Zimmerman and seconded by John Higgins the Meeting was adjourned at 822: PM. All agreed.

**TOWN OF PENDLETON**  
**PLANNING BOARD MEETING MINUTES**  
**August 20, 2024**

Respectfully Submitted

John Higgins, Administrative Secretary  
Planning Board, Town of Pendleton

cc:     *via email only*  
All Members of Planning Board  
Mr. Joel Maerten, Town Supervisor  
Mr. Claude Joerg, Town Attorney  
Mrs. Deborah Maurer, Town Clerk  
Mr. Thomas Valentine, Assessor  
Mr. David Fisher, Highway & Water/Sewer Superintendent  
Mr. David Leible, Councilman  
Mr. Joseph Hickman, Councilman  
Mr. Scott Lombardo, Councilman  
Mr. Wolfgang Buechler, Councilman  
Mr. Theodore Joerg, Town Prosecutor  
Mr. John Sansone, Town Prosecutor  
Mr. David Britton, Town Engineer  
Mr. Ronald Diedrich, Building Inspector  
Superintendent, Starpoint Schools  
Board of Appeals  
Conservation Advisory Council  
NYS DEC

NOTE: THE ABOVE PLANNING BOARD MINUTES ARE INFORMATIONAL AND FORMAL APPROVAL ACTION WILL NOT TAKE PLACE UNTIL THE SEPTEMBER 17, 2024 PLANNING BOARD MEETING.

# TOWN of PENDLETON

## SPECIAL USE PERMIT

<u>NAME OF APPLICANT</u>	<u>Borrego Solar Systems 6000 Donner Road</u>
<u>DATE OF APPLICATION</u>	<u>April 29, 2020</u>
<u>DATE OF SEQR NEGATIVE DEC.</u>	<u>Aug 18, 2020</u>
<u>DATE OF PUBLIC HEARING</u>	<u>Aug 18, 2020</u>
<u>DATE OF SITE PLAN APPROVAL</u>	<u>Aug 18, 2020</u>
<u>DATE INITIAL SPECIAL USE PERMIT ISSUED</u>	<u>Sept 30, 2021</u>
<u>ANNUAL RENEWAL</u>	<u>10/1/24 – 9/30/25</u>
<u>BOARD ISSUING SPECIAL USE PERMIT</u>	<u>TOWN BOARD</u>

### CONDITIONS AND RESTRICTIONS

1. The applicant is required to work with the Town Board on the decommissioning bond & the PILOT program.  
- Decommissioning agreement complete 8/31/2021
2. The applicant will abide by the agreed upon construction traffic plan that minimizes noise & Donner Road damage (i.e., all construction traffic will enter/exit via Transit Road). In addition, the applicant will follow all Town Code work hours/noise restrictions & post signs for construction vehicles for traffic plan compliance.  
Completed
3. The applicant will work with the Town Building Inspector for required curb cuts & widening the approach for construction traffic into the construction site.  
Completed
4. The applicant will meet with the Highway Department for a pre/post construction inspection of Donner Road & will be financially liable for any damages to the road. Pre-Inspection completed April 2021. Post Inspection-Completed.

5. The applicant will work with the Town Building Inspector for final Stormwater Management Inspection (Town Code Section 131-5). Open

6. A Knox Box will be placed on the entrance gate(s) for fire department access at completion of construction.

Open

## APPLICANT AGREEMENT TO CONDITIONS/RESTRICTIONS

The Applicant hereby has read and agrees to all of the conditions/restrictions stated above.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TOWN SUPERVISOR/REPRESENTATIVE

\_\_\_\_\_  
DATE

**Philadelphia Indemnity Insurance Company  
Solar Facility Decommissioning Bond**

KNOW ALL MEN BY THESE PRESENTS: That Pendleton Solar 2, LLC (hereinafter called the Principal), and Philadelphia Indemnity Insurance Company (hereinafter called the Surety), a corporation duly organized under the laws of the Commonwealth of Pennsylvania, are held and firmly bound unto Town of Pendleton (hereinafter called the Obligee), in the full and just sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00 ), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has issued the Principal a special use permit related to 5 Megawatts Solar Energy Facility and as a requirement of such permit the Principal is obligated to remove the Solar Facility equipment from property located at 6000 Donner Road, Lockport, NY 14094 upon discontinuance of service.

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said permit during the time period this bond remains in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said permit as stipulated above, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise cancelled as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days after the Obligee shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.
2. Upon receipt of notice of Principal's default, Surety shall within 60 days notify Obligee of its decision to either issue the bond amount to the Obligee or complete the decommissioning requirements.
3. This bond may be terminated or canceled by surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not limit or terminate any obligations resulting from default by the Principal that may have accrued under this bond as a result of default by Principal prior to the effective date of such termination.
4. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligee recoverable under this bond.
5. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served one year after termination or cancellation of this bond.
6. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

7. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
8. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.
9. It is expressly understood and agreed that this bond does not cover or guarantee rent or lease payments of any kind.
10. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

**Philadelphia Indemnity Insurance Company**  
**Attn: Surety Department**  
**One Bala Plaza East, Suite 100**  
**Bala Cynwyd, PA 19004-1403**

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

**IN WITNESS WHEREOF**, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this 2nd day of March, 2022.

**Principal**

Pendleton Solar 2, LLC

By: \_\_\_\_\_

Name & Title:

**Surety**

**Philadelphia Indemnity Insurance Company**

By: \_\_\_\_\_

Attorney-in-fact

Donna M. Planeta





**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 2nd day of March, 2022, before me, Timothy S. Huffman, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Philadelphia Indemnity Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2026

Timothy S. Huffman

Printed Name of Notary

**TIMOTHY S. HUFFMAN**  
**NOTARY PUBLIC - CT 183092**  
**My Commission Expires Feb. 28, 2026**



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 Donna M. Planeta, Joshua Sanford, Aimee R. Perondine, Danielle D. Johnson and Michelle Anne McMahon of Willis of Connecticut, LLC 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 \$50,000,000.00

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.

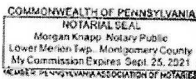
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(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)

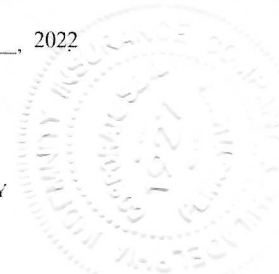
Notary Public: Morgan Knapp  
residing at: Bala Cynwyd, PA  
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 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 2nd day of March, 2022



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)

<u>Admitted Assets</u>	As of <u>June 30, 2020</u>	As of <u>December 31, 2019</u>
Bonds	\$ 7,144,058	\$ 7,059,903
Preferred stocks	20,864	22,761
Common stocks	30,802	64,634
Mortgage loans	797,310	803,679
Real estate	10,305	10,305
Other invested assets	220,534	243,127
Receivables for securities sold	29,527	684
Cash, cash equivalents and short-term investments	<u>126,052</u>	<u>59,534</u>
Cash and invested assets	8,379,452	8,264,627
Premiums receivable, agents' balances and other receivables	981,554	874,835
Reinsurance recoverable on paid losses	39,561	54,706
Accrued investment income	74,619	76,312
Receivable from affiliates	12,029	657
Federal income taxes receivable	-	28,027
Net deferred tax asset	131,476	134,628
Other assets	<u>2,540</u>	<u>3,541</u>
Total admitted assets	<u>\$ 9,621,231</u>	<u>\$ 9,437,333</u>
<b><u>Liabilities and Capital and Surplus</u></b>		
Liabilities:		
Net unpaid losses and loss adjustment expenses	\$ 5,194,466	\$ 5,007,616
Net unearned premiums	1,532,770	1,597,243
Reinsurance payable on paid loss and loss adjustment expenses	34,015	45,391
Ceded reinsurance premiums payable	78,065	100,299
Commissions payable, contingent commissions and other similar charges	199,250	216,136
Federal income taxes payable	2,034	-
Funds held	63,124	66,937
Payable to affiliates	14,973	16,383
Provision for reinsurance	78	78
Payable for purchased securities	75,354	58,784
Accrued expenses and other liabilities	<u>22,254</u>	<u>27,116</u>
Total liabilities	<u>\$ 7,216,383</u>	<u>\$ 7,135,983</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
Surplus:		
Gross paid-in and contributed surplus	386,071	386,071
Unassigned surplus	<u>2,014,277</u>	<u>1,910,779</u>
Total surplus	<u>2,400,348</u>	<u>2,296,850</u>
Total capital and surplus	<u>2,404,848</u>	<u>2,301,350</u>
Total liabilities and capital and surplus	<u>\$ 9,621,231</u>	<u>\$ 9,437,333</u>

## DECOMMISSIONING AGREEMENT

This **DECOMMISSIONING AGREEMENT** (this "Agreement") dated as of April \_\_\_, 2021 (the "Effective Date") is made by and among the **Town of Pendleton**, a municipal corporation under the laws of the State of New York with offices at 6570 Campbell Blvd., Lockport, New York 13053 (the "Town") and **Pendleton Solar 2**, a corporation under the laws of the State of Delaware with principal offices at Nexamp, Inc., 101 Summer Street, 2<sup>nd</sup> Floor, Boston, Ma. 02110 (the "Owner"), and **Patricia F. Main**, individual residing 12838 Kitten Trail, Hudson, Florida 34669 (the "Landowners", and together with the Town, and Owner, the "Parties").

WHEREAS, Owner intends to permit, construct, operate and maintain solar energy facilities with an aggregate size of 5 Megawatts of alternating-current nameplate capacity that will generate electric power (the "Project") on a portion of property owned by the Landowner, more particularly identified hereto, and commonly known as 6000 Donner Road, Lockport, NY 14094 (Tax Parcel ID Number 137.00-2-21 "the property"), such parcel being located within the Town of Pendleton, Niagara County, New York; and

WHEREAS, the Town of Pendleton Planning Board conducted a site plan review and gave its approval (the "Planning Board Approval") in respect of the Project through at a meeting on **August 18, 2020 to Pendleton Solar 2** the owner (the " Owner"), on condition that, among other things, the applicant submit a final decommissioning plan and Decommissioning Bond providing the Town with access to funds for the Decommissioning (as defined below) of the Project; and

WHEREAS, the Parties now desire to enter into this Agreement to set forth a Decommissioning Plan as required by the Town of Pendleton Planning Board and to agree upon terms and conditions of the financial surety provided to the Town for the purpose of Decommissioning the Project;

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. At the start of construction of the Project (the "Start Date"), the Owner shall post a Decommissioning Bond (the "Bond") in the amount of **\$350,000.00** for the benefit of the Town. At the end of each one-year period following the Start Date (the "Anniversary Date"), Owner shall renew the Bond and the Decommissioning Bond shall have a value of \$350,000.00 **together with an additional 3% annual escalation amount**. Upon posting of the Bond, the Owner will provide a copy of the related Bond policy with contact information for the financial provider. Owner or its successor in title to this Project shall be responsible for renewing such Bond as long as the system remains in commercial operation, which is expected to be for a period of thirty-five (35) years.

The Parties agree that the Bond shall be used solely to pay for any Decommissioning costs of the Project. Owner shall have no further payment obligations in connection with Decommissioning during the operation of the Project provided that Owner complies with posting the Bond in accordance with this Agreement. Nonetheless, in the event the actual Decommissioning



3/11/2022

VIA: FEDERAL EXPRESS

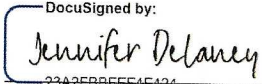
Joel Maerten  
Pendleton Town Hall  
6570 Campbell Blvd  
Lockport, NY 14094

**Re: Solar Facility Decommissioning Bond**

Dear Joel,

Enclosed, please find an executed Penalty Rider to increase the Solar Facility Decommissioning Bond for Pendleton Solar 1, LLC to \$371,315.00. Should any further documentation or information be necessary, please do not hesitate to contact us.

Sincerely,

DocuSigned by:  
  
By: \_\_\_\_\_  
23A2FBBFEE4F424...  
Name: Jennifer DeLaney  
Title: Director of Channel Operations

## Increase PENALTY RIDER

BOND AMOUNT \$360,500.00

BOND NO. PB01400200383

To be attached and form a part of Bond No. PB01400200383 dated the 16th day of December, 2019, executed by Philadelphia Indemnity Insurance Company as surety, on behalf of Pendleton Solar 1, LLC as current principal of record, and in favor of Town of Pendleton, as Obligee, and in the amount of Three Hundred Sixty Thousand Five Hundred Dollars and 00/100 (\$360,500.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Philadelphia Indemnity Insurance Company hereby consents that effective from the 16th day of December, 2021, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Increased:

FROM: Three Hundred Sixty Thousand Five Hundred Dollars and 00/100 (\$360,500.00)

TO: Three Hundred Seventy One Thousand Three Hundred Fifteen Dollars and 00/100 (\$371,315.00)

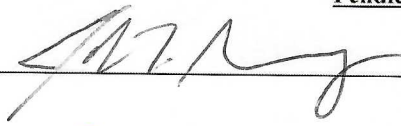
And Term is Hereby Extended to December 16, 2022

The Increase of said bond penalty shall be effective as of the 16th day of December, 2021, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 23rd day of December, 2021.

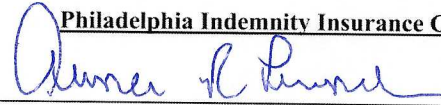
Pendleton Solar 1, LLC  
PRINCIPAL

BY: \_\_\_\_\_



Philadelphia Indemnity Insurance Company  
SURETY

BY: \_\_\_\_\_



Aimee R. Perondine, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

Town of Pendleton  
OBLIGEE

BY: \_\_\_\_\_

TITLE

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 Donna M. Planeta, Joshua Sanford, Aimee R. Perondine, Danielle D. Johnson and Michelle Anne McMahon of Willis of Connecticut, LLC 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 \$50,000,000.00

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.

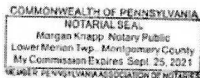
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(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 the Power of Attorney issued pursuant thereto on the 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 23<sup>rd</sup> day of December, 2021.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

