

**RESOLUTION 85 -2020**

**RESOLUTION AUTHORIZING RELEASE OF MAINTENANCE BOND FOR THE  
CONSTRUCTION OF WELL NO. 2 –CONTRACT B PROJECT**

**WHEREAS**, the Borough Engineer has inspected all site improvements for the project known as the “Construction of Well No. 2-Contract B project” awarded to Eagle Construction, Services, Inc., and has approved the improvements as acceptable by correspondence dated October 23, 2020, a recommendation to release the maintenance bond posted for the project; and

**WHEREAS**, the applicant heretofore provided the aforementioned maintenance bond for such improvements required for the project, which the Engineer has recommended for release outlined within the aforementioned correspondence.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, that the maintenance bond heretofore posted by Eagle Construction Servicees, Inc., is hereby authorized and approved for release.

**BOROUGH OF WOODBURY HEIGHTS**

**BY:** \_\_\_\_\_  
**WILLIAM C. PACKER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**JANET PIZZI, BOROUGH CLERK**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at the Regular Meeting held on November 18, 2020.

\_\_\_\_\_  
**JANET PIZZI, BOROUGH CLERK**

October 23, 2020

Borough of Woodbury Heights  
500 Elm Avenue  
Woodbury Heights, New Jersey 08097

Attention: Janet Pizzi, Borough Clerk (Via Email & Standard Mail)

**Reference: Maintenance Bond Release – Bond # 19056213  
Construction of Well No. 2 – Contract B  
Borough of Woodbury Heights, Gloucester County, New Jersey  
Contractor: Eagle Construction Services, Inc.  
S&A File No. WH-172**

Dear Ms. Pizzi:

Please be advised that this office verified satisfactory and proper operation of the Construction of Well No. 2 project prior to the maintenance period expiration date of October 2, 2020.

Based on our communications with the Borough's operations staff, we are informing the Borough that the work associated with this project has been deemed acceptable. At this time, we would recommend final acceptance of the work and the release of the Maintenance Bond.

We request that this matter be placed on the agenda for the next available Council meeting. Therefore, by copy of this letter, we would request that the Borough Solicitor prepare the necessary resolution for the Council's consideration.

Thank you for your assistance in this matter. If you have any questions, please contact this office at (856) 848-6800.

Very truly yours,

**SICKELS & ASSOCIATES, INC.**



Mark R. Brunermer, PE, CME  
Woodbury Heights Borough Engineer

Copy To: Mayor and Council Members (Via Standard Mail)  
Vikki Holmstrom, Chief Financial Officer (Via Email Only)  
Ryan Wells, Director of Public Works (Via Email Only)  
Brian Lozuke, Esquire, Borough Solicitor (Via Email Only)  
Julie Quinn, Eagle Construction Services, Inc. (Via Email Only)  
David Roché, Sickels & Associates, Inc. (Via Email Only)

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Interchange Corporate Center  
450 Plymouth Road, Suite 400  
Plymouth Meeting, PA. 19462-1644  
Ph. (610) 832-8240

## MAINTENANCE BOND

Bond Number: 019056213

KNOW ALL MEN BY THESE PRESENTS, that we Eagle Construction Services, Inc.,  
1624 Jacksonville Road, Burlington, NJ 08016

\_\_\_\_\_, as principal (the "Principal"),  
and Liberty Mutual Insurance Company, a Massachusetts stock insurance company, \_\_\_\_\_ as  
surety (the "Surety"), are held and firmly bound unto Borough of Woodbury Heights,  
500 Elm Avenue, Woodbury Heights, NJ 08097, as obligee (the "Obligee"),  
in the penal sum of Seven Hundred Ninety Five Thousand Forty Two Dollars and Fifty Eight Cents  
\_\_\_\_\_, Dollars (\$ 795,042.58),  
for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated February 1, 2018, entered into a contract (the  
"Contract") with the Obligee for Construction of Well No. 2 (Contract B), Borough of Woodbury Heights,  
Gloucester County, New Jersey  
which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the  
Obligee any defect which may develop during a period of one (1) year \* from the date of completion and  
acceptance of the work performed under the Contract, provided such defects are caused by defective or inferior  
materials or workmanship, then this obligation shall be null and void; otherwise, it shall be and remain in full force and  
effect.  
\* Warranty period shall be in effect from October 2, 2019 to October 2, 2020.

### PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any  
item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should  
Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety  
("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to  
the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above  
address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of one (1) year (or  
such lesser time period as otherwise permitted by relevant law) from the date of Obligee's discovery of a Covered  
Item. If the provision of this paragraph is 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.

DATED as of this 8th day of November, 2019.

### WITNESS / ATTEST

Julie M. Quinn  
Julie M. Quinn, witness

### Eagle Construction Services, Inc.

(Principal)

By: Victor J. DiAnna (Seal)  
Name: Victor J. DiAnna  
Title: President

### LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

Theresa Pavone  
Theresa Pavone, Witness

By: Mary Stoll Walter (Seal)  
Attorney-in-Fact  
Mary Stoll Walter, Attorney in Fact



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: **8201358-327015**

## 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, Peter N. Stoll, Jr.; Martina Stoll; Eric H. Stoll; Peter N. Stoll, III; Mary Stoll Walter; Theresa A. Zabinski

all of the city of Chalfont state of PA 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 4th day of June, 2019.



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 4th day of June, 2019 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 8<sup>th</sup> day of November, 2019.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY  
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits .....	\$464,341,712	Unearned Premiums .....	\$7,851,429,449
*Bonds — U.S Government .....	2,259,714,810	Reserve for Claims and Claims Expense.....	20,165,209,300
*Other Bonds .....	11,864,776,740	Funds Held Under Reinsurance Treaties.....	384,795,327
*Stocks .....	16,527,715,226	Reserve for Dividends to Policyholders.....	1,111,529
Real Estate .....	255,809,551	Additional Statutory Reserve .....	62,866,000
Agents' Balances or Uncollected Premiums.....	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	108,139,840	Other Liabilities .....	3,999,822,802
Other Admitted Assets .....	11,532,139,744	<b>Total .....</b>	<b>\$32,465,234,407</b>
<b>Total Admitted Assets.....</b>	<b><u>\$48,830,564,857</u></b>	Special Surplus Funds.....	\$43,108,583
		Capital Stock.....	10,000,000
		Paid in Surplus.....	10,044,912,727
		Unassigned Surplus.....	6,267,309,139
		<b>Surplus to Policyholders .....</b>	<b>16,365,330,449</b>
		<b>Total Liabilities and Surplus .....</b>	<b><u>\$48,830,564,856</u></b>



\* 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 state of 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, 2018, 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 22<sup>nd</sup> day of March, 2019.

*TAMikolajewski*

Assistant Secretary