

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2011 - 279

Council Meeting Date: 10-24-2011

Date Adopted: 10-24-2011

TITLE: RESOLUTION APPROVING FINAL CLOSEOUT OF THE PROJECT
COMMONLY KNOWN AS "LIEDER FIELD LIGHTING PROJECT"

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Cucco.

WHEREAS, the Borough of New Providence awarded a contract to Fai-Gon electric, Inc. for the project commonly known as "Lieder Field Lighting Project", and

WHEREAS, the Engineering Department has determined that the project has been completed; and

WHEREAS, the Borough Engineer recommends the release of the final payment, in the amount of \$11,773.54.

NOW THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, County of Union and State of New Jersey that they hereby approve final payment in the amount of \$ \$11,773.54 to Fai-Gon Electric, Inc., 140 Eleventh Street, Piscataway, N.J. 08854.

APPROVED, this 24th day of October, 2011.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
CUCCO	X			
GALLUCCIO	X			
GENNARO	X			
LESNEWICH	X			
MUÑOZ	X			
VYZAS	X			
HERN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 24th day of October, 2011

Wendi B. Barry, Borough Clerk

B O R O U G H O F
NEW PROVIDENCE

SETTLED IN 1720

J. Brooke Hern, Mayor

Andrew R. Hipolit, Borough Engineer

Mark G. Demareski, Assistant Engineer

MEMORANDUM

To: Doug Marvin, Borough Administrator

From: Mark Demareski, Assistant Borough Engineer *MD*

CC: Wendi Barry, Borough Clerk (w/attachments)
Carl Woodward, Esq., Borough Attorney (w/attachments)
Andrew Hipolit, P.E., Borough Engineer

Dated: October 18, 2011

**RE: Resolution for Project Change Order #1 and Final Payment
Lieder Field Lighting Project**

With reference to the above captioned project, I hereby transmit Project Change Order (No. 1 and Final) in the deduct amount of (-) \$1,027.76 and Final Payment in the amount of \$11,773.54 for approval through Resolution by the Mayor and Council. Based on the work performed by Fai-Gon Electric, Inc., the site work does not meet the Engineering Department's requirements per discussions with Jim Testa, School Business Administrator/Board Secretary and Jim Trench, Maintenance Supervisor NPBOE. The Engineering Department has worked with Fai-Gon Electric, Inc. to rectify and complete these minor site work issues of soccer goal damage, sprinkler damage and tire rut issue. Fai-Gon Electric, Inc. has elected not to perform these minor site work issues and therefore these ground maintenance services to be performed by the BOE was agreed to be deducted in the amount of (-) \$1,027.76 from the Final Payment.

Final closeout documents for Fai-Gon Electric, Inc. are as follows:

1. Project Change Order (No. 1 and Final)
2. Revised Invoice for Final Payment
3. Contractor's Affidavit of Release of Liens
4. Contractor's Affidavit of Payment of Debts and Claims
5. Maintenance Bond valid for a period of 2 year from the date of acceptance
6. Affidavit
7. Release

Based on review of the sports lighting work completed and the deduct amount accepted by Fai-Gon Electric and the BOE, I recommend that the Mayor and Council approve Project Change Order (No. 1 and Final) in the deduct amount of (-) \$1,027.76 and therefore a Final Payment for this project in the amount of \$11,773.54 to Fai-Gon Electric, Inc.

Attached are copies for your reference.

File: Recreation / Fields / Lieder Field Lighting Project

ATTACHMENT 1

Project Change Order

Borough of New Providence

No. 1 and Final

Project: Lieder Field Lighting Project

Contractor: Fai-Gon Electric Inc.
140 Eleventh Street
Piscataway, NJ 08854

The following changes are authorized to this contract:

A Itemized Changes

Item	Purpose <u>REDUCTION</u>	Amount [Add; (deduct)]
7	Soccer Goal Damage	\$ (724.00)
8	Power to Sprinkler Zone	\$ (182.82)
9	Tire Ruts With Soil and Seed	\$ (120.94)

EXTRA

Supplementals:

a.

B	Net change to contract:	\$ (1,027.76)
C	Original contract sum:	\$ 232,924.00
D	20% of original contract sum =	\$ 46,584.80
E	Total of all previous change orders:	
F	Total of all C.O.s (NOT TO EXCEED LINE D)	\$ (1,027.76)
G	New contract total:	\$ 231,896.24

Recommended by:

Signed: _____
Borough Engineer

Date: _____

Accepted by contractor's agent:

Signed:  _____

Firm: Fai-Gon Electric

Date: 10/11/11

Authorized by:

Signed: _____
Borough Administrator

Date: _____

Approved by Council Resolution:

Certified: _____
Borough Clerk

Date: _____

B O R O U G H O F
NEW PROVIDENCE

SETTLED IN 1720

J. Brooke Hern, Mayor

Andrew R. Hipolit, Borough Engineer

Mark G. Demareski, Assistant Engineer

October 6, 2011

Frank Gonnella, Vice President
Fai-Gon Electric Inc.
140 11th Street
Piscataway, NJ 08854

**RE: Lieder Field Lighting Project
Change Order # 1 and Final Project Closeout**

Dear Mr. Gonnella,

The Engineering Department received your letter of transmittal dated September 6, 2011 for final project closeout. I hereby transmit one (1) copy of an email from James Testa, Business Administrator/ Board Secretary for the Board of Education (Attachment 1). Fai-Gon Electric Inc. has been notified of these items and to date the work has not been completed.

I hereby transmit Project Change Order (No. 1 and Final) for the above captioned project. The total cost of the remaining Lieder Field site repairs per Change Order #1 is (-) \$1,027.76; the original contract amount was \$232,924. The amended contract amount is therefore \$231,896.24 including this deduction for Change Order #1.

Attached are four (4) copies of the Project Change Order (No. 1 and Final), Affidavit and Release that need to be signed and returned to the Borough of New Providence for final project closeout (Attachment 2). Also, please furnish a *revised* maintenance bond for (2) two years in the amount of 10% of the Final Project Price per the Instruction to Bidders IB-6 to the Borough of New Providence (Attachment 3). Upon receipt of these documents and a *revised* Fai-Gon Electric Invoice, final payment will be issued in the amount of \$11,773.54 per a Resolution for Final Closeout.

If you have any questions or require any additional information, please give me a call.

Sincerely,



Mark Demareski

Assistant Borough Engineer

CC: Doug Marvin, Borough Administrator
Andrew R. Hipolit, P.E., Borough Engineer
File: Recreation / Fields / Lieder Field Lighting Project

360 Elkwood Avenue ♦ New Providence ♦ NJ ♦ 07974
908-665-1129 ♦ 908-665-8361 (Fax)
www.newprov.org

Demareski, Mark-Engineering

From: James Testa [JTesta@npsd.us]
Sent: Wednesday, September 28, 2011 2:04 PM
To: Demareski, Mark-Engineering
Cc: AHipolit@maserconsulting.com; Marvin, Douglas - Borough Administrator; James Trench
Subject: Re: Fai-Gon - Damaged Soccer Goal
Attachments: goal_00001.PDF

Hi Mark,

Attached is the emailed quote that we received from vendor. Also, we do not agree with the completion of the sprinkler zone and tire ruts. Although they fixed the break in the sprinkler line, the zone still does not work. Fai-gon has been aware of this electrical problem. Also, they did not address all tire ruts. The BOE is willing to complete the work, as long as Fai-gon is charged. Below is a summary of the cost:

Soccer goal damage- \$724.00
 Fix Power to sprinkler zone- \$182.82
 Fill tire ruts with soil & seed- \$120.94
 Total- \$1027.76

Regards,

James Testa
 School Business Administrator/Board Secretary
 New Providence School District

ATTACHMENT 2

FAI-GON ELECTRIC INC.

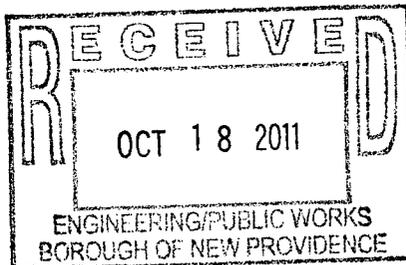
140 Eleventh St.
Piscataway, NJ 08854

732-968-9400

INVOICE

Project:

Lieder Field Lighting
New Providence High School
New Providence, NJ



Bill to:

Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974

Invoice number:

Invoice date: 9/6/11

Terms:

Our JobId: 0211	Application number: 3	Period: 8/1/11 - 9/6/11	Your order number:
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1. ORIGINAL CONTRACT SUM	232,924.00✓
2. Net change by Change Orders	0.00
3. CONTRACT SUM TO DATE	232,924.00✓
4. TOTAL COMPLETED & STORED TO DATE	232,924.00
5. RETAINAGE:	
a. 0.0% of Completed Work	0.00
b. 0.0% of Stored Material	0.00
Total Retainage	0.00
6. TOTAL EARNED LESS RETAINAGE	232,924.00
7. PREVIOUS CERTIFICATES	220,122.70✓
8. CURRENT PAYMENT DUE	12,802.30
9. BALANCE TO FINISH, PLUS RETAINAGE	11,779.54

Unpaid previous applications: (-) 1,027.76

Total amount due: 12,802.30

10/11/10
per Release
and Project
change order
No. 1 and
Final

Change Order Summary	Additions	Deductions
Previous billing periods:	0.00	0.00
Approved this billing period:		(-) 1,027.76
Net change by Change Orders:		0.00

MO

ATTACHMENT 3

**CONTRACTOR'S
AFFIDAVIT OF
RELEASE OF LIENS**

AIA DOCUMENT G706A

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO (Owner)

Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974

ARCHITECT'S PROJECT NO:

CONTRACT FOR:
Lieder Field Lighting

CONTRACT DATE: 3/11/11

PROJECT: Lieder Field Lighting
(name, address)

State of: NJ

County of: Middlesex

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

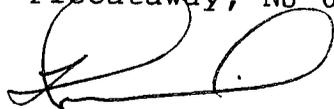
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:

FAI-GON Electric Inc.
140 11th St.
Piscataway, NJ 08854

Address:

BY:



Thomas Fair, Pres.

Subscribed and sworn to before me this 6TH

day of SEPT. 2011

Notary Public:

Francisco J. DeSousa Jr.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/28/2016

My Commission Expires:



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

ATTACHMENT 4

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**

AIA Document G706

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO (Owner)

Borough of New Providence
360 Elkwood Ave.
New Providence, NJ 07974

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

Lieder Field Lighting

CONTRACT DATE: 3/11/11

PROJECT: Lieder Field Lighting
(name, address)

State of: NJ
County of: Middlesex

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes) (no).

The following supporting documents should be attached hereto if required by the Owner:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR:

FAI-GON Electric Inc.
140 11th St.
Piscataway, NJ 08854

Address:

BY:

Thomas Fair, Pres.

Subscribed and sworn to before me this 6th

day of SEPT. 2011

Notary Public:

Francisco J. DeSousa Jr.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/29/2016

My Commission Expires:



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

ATTACHMENT 5

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we,
FAIGON ELECTRIC, INC.

of 140 ELEVENTH STREET, PISCATAWAY, NJ 08854

as Principal (s) and FIRST NATIONAL INSURANCE COMPANY OF AMERICA Corporation,
having an office and place of business at 1200 MACARTHUR BLVD., MAWHWAH, NJ 07430 as
Surety, are hereby held firmly bound unto the BOROUGH OF NEW PROVIDENCE
360 ELKWOOD AVENUE, NEW PROVIDENCE, NJ 07974

in the penal sum of **TWO HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED NINETY SIX AND 24/100 **
DOLLARS (\$ 231,896.24), for the payment of which well and truly to be made, we
hereby jointly and severally bind our successors and assigns.

SEALED with our seals and dated this 13TH day of OCTOBER, 2011 .

WHEREAS, the above named Principal (s) entered into a contract on the 11TH day
of MARCH, 2011 with BOROUGH OF NEW PROVIDENCE

for LIEDER FIELD LIGHTING PROJECT

and has agreed therein to repair and make good any defects due to faulty
workmanship or material which may appear within 2 year(s) from date of
acceptance.

NOW, THEREFORE THE CONDITION OF THE OBLIGATION IS SUCH, that if the above
named Principal(s) shall indemnify the OBLIGEE.

against loss by reason of its failure to repair and make good any defects which
may appear within 2 year(s) from 9/1/11 , then this obligation shall
be void; otherwise to remain in full force and effect.

FAIGON ELECTRIC, INC.

BY



FIRST NATIONAL INSURANCE COMPANY OF AMERICA

BY



Attorney in Fact

GLENN G. GLUBIAK, ATTORNEY-IN-FACT

Bond No. 015032140

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

BOND NO: 015032140 4380514

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.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **GLENN G. GLUBIAK, JENNIFER SPADARO, DAVID A. GOLDSTEIN, ALL OF THE CITY OF SMITHTOWN, STATE OF NEW YORK**.....

.....
.....
, 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 the penal sum not exceeding **TWO HUNDRED FIFTY MILLION AND 00/100**** ***** DOLLARS (\$ 250,000,000***** *****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation 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 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 executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to 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.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 7th day of February, 2011.



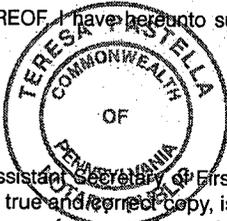
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of February, 2011, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the 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.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of October, 2011.



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

Not valid for mortgage, note, loan, letter of credit, bank deposit, bank guarantee, 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.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	177,709,820		177,709,820	147,899,318
2. Stocks (Schedule D):				
2.1 Preferred stocks	8,583,700		8,583,700	8,770,471
2.2 Common stocks	21,244		21,244	21,244
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens				
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)				
4.2 Properties held for the production of income (less \$ 0 encumbrances)				
4.3 Properties held for sale (less \$ 0 encumbrances)				
6. Cash (\$ 12,107,047, Schedule E - Part 1), cash equivalents (\$ 4,685,207, Schedule E - Part 2), and short-term investments (\$ 5,815,653, Schedule DA)	22,407,807		22,407,807	31,332,704
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	1		1	
8. Receivables for securities	3,707		3,707	53,276
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	208,726,379		208,726,379	188,077,013
11. Title plants less \$ 0 charged off (for Title Insurers only)				
12. Investment income due and accrued	2,047,664		2,047,664	2,024,130
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	3,672,572	503,027	3,169,545	9,953,105
13.2 Deferred premiums, agents' balances and instalments booked but deferred and not yet due (including \$ (567,444) earned but unbilled premiums)	22,491,357	(13,865)	22,505,322	16,737,440
13.3 Accrued retrospective premiums	148,497	17,859	130,638	46,704
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	13,478,482		13,478,482	15,502,801
14.2 Funds held by or deposited with reinsured companies				
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans				
16.1 Current federal and foreign income tax recoverable and interest thereon				1,142,465
16.2 Net deferred tax asset	5,914,650	1,434,200	4,480,450	4,480,790
17. Guaranty funds receivable or on deposit	148,110		148,110	155,809
18. Electronic data processing equipment and software				
19. Furniture and equipment, including health care delivery assets (\$ 0)				
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	7,557,123		7,557,123	5,389,799
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	871,369	188,150	673,219	88,726
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	265,056,213	2,139,271	262,916,942	243,578,782
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	265,056,213	2,139,271	262,916,942	243,578,782

DETAILS OF WRITE-IN LINES				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 9 above)				
2301. Cash Surrender Value Life Insurance	453,349		453,349	
2302. Other assets	228,108	188,150	29,858	88,726
2303. Equities and deposits in pools and associations	189,912		189,912	
2398. Summary of remaining write-ins for Line 23 from overflow page				
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	871,369	188,150	673,219	88,726

LIABILITIES, SURPLUS AND OTHER FUNDS

	1	2
	Current Year	Prior Year
1. Losses (Part 2A, Line 35, Column 8)	75,202,385	77,545,504
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 5)	4,848,246	5,331,056
3. Loss adjustment expenses (Part 2A, Line 35, Column 9)	17,904,385	18,076,788
4. Commissions payable, contingent commissions and other similar charges	2,131,004	2,872,234
5. Other expenses (excluding taxes, licenses and fees)	2,529,800	5,098,956
6. Taxes, licenses and fees (excluding federal and foreign income taxes)	785,584	1,445,552
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))	571,096	
7.2 Net deferred tax liability		
8. Borrowed money \$ 0 and interest thereon \$ 0		
9. Unearned premiums (Part 1A, Line 38, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 117,620,608 and including warranty reserves of \$ 0)	35,809,073	40,403,893
10. Advance premium	282,010	634,779
11. Dividends declared and unpaid:		
11.1 Stockholders		
11.2 Policyholders	67,520	131,211
12. Ceded reinsurance premiums payable (net of ceding commissions)	18,208,516	20,482,285
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 18)		
14. Amounts withheld or retained by company for account of others	(29,510)	366,981
15. Remittances and items not allocated		
16. Provision for reinsurance (Schedule F, Part 7)		
17. Net adjustments in assets and liabilities due to foreign exchange rates		
18. Drafts outstanding	2,628,741	
19. Payable to parent, subsidiaries and affiliates	1,359,103	971,870
20. Payable for securities		102
21. Liability for amounts held under uninsured plans		
22. Capital notes \$ 0 and interest thereon \$ 0		
23. Aggregate write-ins for liabilities	19,000,849	435,051
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)	182,251,462	173,783,074
25. Protected cell liabilities		
26. Total liabilities (Lines 24 and 25)	182,251,462	173,783,074
27. Aggregate write-ins for special surplus funds	654,001	
28. Common capital stock	5,000,000	5,000,000
29. Preferred capital stock		
30. Aggregate write-ins for other than special surplus funds		
31. Surplus notes		
32. Gross paid in and contributed surplus	581,838	581,838
33. Unassigned funds (surplus)	74,429,623	64,213,872
34. Less treasury stock, at cost:		
34.1 0 shares common (value included in Line 28 \$ 0)		
34.2 0 shares preferred (value included in Line 29 \$ 0)		
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 39)	80,655,460	69,795,708
36. Totals (Page 2, Line 26, Col. 3)	262,916,942	243,578,782

DETAILS OF WRITE-IN LINES		
2301. Collateral held for securities loaned	16,987,188	
2302. Retroactive reinsurance reserves	720,648	
2303. Other liabilities	640,790	395,376
2398. Summary of remaining write-ins for Line 23 from overflow page	692,345	39,573
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	19,000,849	435,051
2701. SSAP /OR incremental charge	494,613	
2702. Special surplus from retroactive reinsurance	159,458	
2703.		
2798. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2798) (Line 27 above)	654,001	
3001.		
3002.		
3003.		
3098. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)		

State of Massachusetts

County of Suffolk ss

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute assets of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations herein contained, answered or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period covered, and has been compiled in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that (1) state law requires, or (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief at the time of their execution. The scope of this statement by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

Gary Richard Gross
 (Signature)
 Gary Richard Gross
 (Printed Name)
 1.
 President and Chief Executive Officer
 (Title)

Robert L. Lepp
 (Signature)
 Robert L. Lepp
 (Printed Name)
 2.
 Secretary
 (Title)

Michael Joseph Fallon
 (Signature)
 Michael Joseph Fallon
 (Printed Name)
 3.
 Chief Financial Officer and Treasurer
 (Title)

Subscribed and sworn to (or affirmed) before me on this
 1st day of February, 2019, at



a. Is this an original filing? (X) Yes () No
 b. If not:
 1. State the amendment number
 2. Date filed
 3. Number of pages attached



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

FIRST NATIONAL INSURANCE COMPANY OF AMERICA, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of First National Insurance Company of America as determined in accordance with the applicable laws of this State, totals \$80,665,460.00 as of the calendar year ended December 31, 2009, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) First National Insurance Company of America has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2009 in the amount of \$6,980,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$ \$231,896.24.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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(Not Applicable) and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Garnet W. Elliott, as Assistant Secretary for First National Insurance Company of America, a stock insurance company domiciled in Washington, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of First National Insurance Company of America are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of First National Insurance Company of America are false, this bond is VOIDABLE.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By: *Garnet W. Elliott*
Garnet W. Elliott, Assistant Secretary

Dated: OCTOBER 13, 2011

ATTACHMENT 6

AFFIDAVIT

STATE OF NEW JERSEY :
COUNTY OF Middlesex : SS

I, Frank Gonnella, being duly sworn, according to law, on his oath say that I am V.P., of the firm of **Fai-Gon Electric, Inc.**, which entered into contract with the Borough of New Providence, County of Union, **March 24, 2011** and entitled

Lieder Field Lighting Project

Deponent further swears that he has paid in full at the prevailing rate, and in accordance with the specifications and contract obligations on claims for all labor supplied in the performance of the contract and that he has paid or provided for the payment of all claims for materials and equipment used in the performance of the contract work and has paid all applicable taxes, including among others, Social Security Insurance, sales and use taxes, applicable thereto, and owes no one for any labor or materials in connection with the performance of said work or any of the said taxes nor have any claims been made against the said contractor for any unpaid material or labor.

This Affidavit is made for the purpose of inducing the Borough of New Providence, Union County, State of New Jersey, to make final payment relying upon the truth of the statement contained herein.

FAI-GON ELECTRIC INC.

Name of Firm

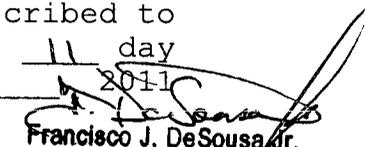


Signature

Frank Gonnella

Typed or Printed Name

Sworn and Subscribed to
before me this 11 day
of OCT. 2011


Francisco J. DeSousa, Jr.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/29/2016

ATTACHMENT 7

RELEASE

KNOW ALL MEN BY THESE PRESENTS: THAT

Fai-Gon Electric Inc., hereinafter known as the Releasor, for and in consideration of the sum of **\$231,896.24** dollars lawful money of the United States of America, to the Releasor in hand paid by the Borough of New Providence in the County of Union, a Municipal Corporation hereinafter designated as the Releasee, the receipt whereof is acknowledged, has remised, released, and forever discharged, and by these Presents does remise, release, and forever discharge the said Releasee of and from all debts, obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties, controversies, suits, actions, causes of actions, trespasses, variances, judgements, extents, executions, damages, claims or demands, in law or in equity, which against the said Releasee, the Releasor ever had, now has or hereinafter can, shall, or may have, for upon or by reason of any matter, cause or think, whatsoever, from the beginning of the world to the day of date of these Presents.

More particularly, this release is given and accepted with specific reference to all matters of whatsoever kind and character in any undertaking whatsoever relating to or arising out of the work of construction under a contract dated **March 24, 2011** between the Borough of New Providence, in the County of Union, as party of the first part, and **Fai-Gon Electric Inc.**, as contractor pursuant to plans and specifications for **Lieder Field Lighting Project**.

This acknowledges the following statement between the parties,

Total Construction Cost	\$231,896.24
Partial Payment #1	\$182,612.42
Partial Payment #2	\$ 37,510.28
Retainage	\$ 11,773.54

Wherever in this instrument any Party shall be designated or referred to by name of general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each any every designation, and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, and administrators, personal and legal representatives, successors and assigns respectfully.

In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural of singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

IN WITNESS WHEREOF, the said Releasor has hereunto set his hand and caused these presents to be signed by its proper officer this 11 day of OCT, 2011.

attest:



Francisco J. DeSouza Jr.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/29/2016