



Memorandum
Town of Mount Pleasant
Engineering Department

ADDENDUM # 1

TO: Bidders for Organic Material Removal & Disposal Contract

FROM: David Smyth, P.E.

SUBJECT: **Bid Error Corrections, New Information and Extended Submission Due Date.**

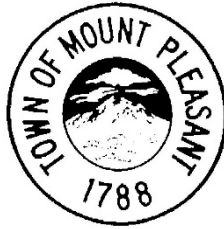
DATE: July 31st, 2026

Attached for your information are revised Information for Bidders Sheet IF-1R1, Bidders Sheet IF-3R1, Proposal Page P-2R1, Proposal Page P-3R1, Non-Collusive Bidding Certification Sheet NC-1R, Hold Harmless Agreement Page 1 and a new Exhibit pertaining to the Performance Bond.

Based on these revisions, the proposal submission due date will be extended to 11 a.m. (local time) on Monday, August 31st, 2026.

Please do not hesitate to contact us if you have any questions or comments regarding this addendum.

**TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NEW YORK**



**ADDENDUM NO. 1
TO
REQUEST FOR PROPOSAL**

**ORGANIC MATERIAL REMOVAL & DISPOSAL CONTRACT
CLAY BIRD LANE BRAIRCLIFF MANOR, NY
MOUNT PLEASANT, NEW YORK**

TMP Engineering

**DAVID SMYTH, P.E.
Town Engineer/Superintendent of Water & Sewer
One Town Hall Plaza
Valhalla, New York 10595
Tel No.: 914-742-2301**

July 31, 2026

**TOWN OF MOUNT PLEASANT
WESTCHESTER COUNTY, NEW YORK**

ADDENDUM No. 1

TO

REQUEST FOR PROPOSAL

ORGANIC MATERIAL REMOVAL & DISPOSAL CONTRACT

CLAY BIRD LANE BRAIRCLIFF MANOR, NY
MOUNT PLEASANT, NEW YORK

To all Perspective Bidders on Town of Mount Pleasant, Westchester County, New York, for Town of Mount Pleasant, Commercial Material Removal & Disposal Contract, the following changes are hereby made part of the Proposal Documents, must be attached to the Proposal Documents.

Modifications/Additions to the Proposal Documents:

Information to Bidders

Refer to Page No. IFB-1 of the Proposal. Delete Page No. IFB – 1 in its entirety and replace with the attached revised Page No. IFB-1R1.

Refer to Page No. IFB-3 of the Proposal. Delete Page No. IFB – 3 in its entirety and replace with the attached revised Page No. IFB-3R1.

Proposal

Refer to Page No. P-2 of the Proposal Sheets. Delete Page No. P-2 in its entirety and replace with the attached revised Page No. P-2R1.

Refer to Page No. P-3 of the Proposal Sheets. Delete Page No. P-3 in its entirety and replace with the attached revised Page No. P-3R1.

Non-Collusive Certification Sheet

Refer to Page No. NC-1 of the Non-Collusive Bidding Certification Sheet. Delete Page No. NC-1 in its entirety and replace with the attached revised Page No. NC-1R1.

Hold Harmless Agreement

Refer to Page No. 1 of the Hold Harmless Agreement. Delete Page No. 1 in its entirety and replace with the attached revised Page No. R1.

New Exhibit - Exhibit F: Performance Bond Details

Insert Exhibit F: Performance Bond Details in its entirety into the RFP.

END OF ADDENDUM NO. 1

REQUEST FOR PROPOSAL

ORGANIC MATERIAL REMOVAL & DISPOSAL CONTRACT

**CLAY BIRD LANE
BRIARCLIFF MANOR, NY**

MOUNT PLEASANT, NEW YORK

ADDENDUM #1



**TOWN OF MOUNT PLEASANT
1 TOWN HALL PLAZA
VALHALLA, NEW YORK 10595**

JULY 2026

**CARL FULGENZI, SUPERVISOR
RICH BENKWITT, SUPERINTENDENT OF HIGHWAYS**

INFORMATION FOR BIDDERS

Proposals are requested for the removal and disposal of organic mulch and related material at The Town of Mt. Pleasant's Clay Bird Lane site. Work completed under this contract will be at Clay Bird Lane site - in accordance with Plans, Specifications and other Contract Documents prepared by the Town of Mount Pleasant.

WORK INCLUDED: *Use of heavy equipment, trailers and related equipment for the processing, removal and disposal of approximately 25,000 cubic **yards** of processed organic material in **different** stages for the processing of material into mulch. The contractor is required to submit a plan that details the work to be completed and length of time required to complete the work.*

WORK HOURS: *Work within the mulch site area can be between 7:00 AM to 6:00 PM. Truck transporting of material off the site is restricted to 8:30 AM to 4:30 PM.*

FORM: Each Proposal shall be made on a form prepared therefore by the Engineer and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the title of the work and the name of the Bidder.

NON-COLLUSIVE BIDDING CERTIFICATION: Bidders shall complete the non-collusive certificate prepared by the Engineer, on pages NC-1 and NC-2, and submit it with their proposal.

DISCREPANCIES: In case of a difference between the stipulated amount of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

MODIFICATIONS: Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

EXAMINATIONS OF CONTRACT DOCUMENTS AND VISIT TO SITE: Before submitting a Proposal, Bidders shall carefully examine the Plans, read the Specifications, and the other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Proposal a sum to cover the cost of all items included in the Contract Documents.

DELIVERY OF PROPOSALS: Proposals shall be delivered by the time and to the place stipulated in the Advertisement. It is the sole responsibility of the Bidder to see that his Proposal is received in proper time. Any Proposal received after the Scheduled closing time for receipt of Proposals shall be returned to the Bidder unopened.

OPENING: Proposals will be opened and publicly read aloud at the time and place set forth in the Advertisement.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND: The successful Bidder, within 10 days of the award of the Contract, will be required to furnish a faithful Performance Bond in an amount equal to one hundred percent (100%) of the Contract Amount and a Labor and Material Payment bond in a sum equal to one hundred percent (100%) of the Contract Amount; said bonds shall be secured from a surety company satisfactory to the Owner. In lieu of a Performance Bond and a Labor and Material payment Bond the Town of Mount Pleasant will accept a suitable Letter of Credit issued by a Banking Institution acceptable to the Town in sums or amounts in U.S. Dollars equal to the amount of these bonds required under these specifications. Any Letter of Credit submitted is subject to and conditioned upon compliance with these specifications and the approval of the Town Attorney of the Town of Mount Pleasant.

SAFETY AND HEALTH REGULATIONS: The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

We also wish to point out to you the provisions of Section 4 (b) (4) of the Occupational Safety and Health Act of 1970, as follows: "Nothing in this Act shall be construed to supersede or in any manner affect any workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment."

SALES AND USE TAX EXEMPTIONS: The Owner is exempt from the payment of sales and compensating use taxes of the State of New York and cities and counties on all materials, equipment and supplies sold to the Owner pursuant to this contract.

Also exempt from such taxes are purchases by the Contractor and his Subcontractors of materials, equipment and supplies to be sold to the Owner pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project. These taxes are not to be included in the Bid.

Successful bidder shall notify regional office of the NYSDEC and shall comply with any rules or regulations that may pertain to this project.

Project Proposal Bid & Goods Amounts

1. The Contractor shall remove **of** all the organic material located at the site by means & methods plan as presented to the Town over a period of _____ days for all existing organic processed, **ground** or screened material out of the designated area of the Town property.
2. The Contractor submits a bid of \$_____ per yard, _____ dollars & cents (written words) for removal all of the material from the site by the time allotted above. The bid price for removal of the material is based on a conservative estimate of up to 25,000 **cubic yards** at the time of bid. Material volumes above this limit will be negotiated.
3. The Contractor shall limit the number of daily truck trips to **10** per day unless approval is granted by the Town Board. The limiting of truck trips **and the use of larger hauling trailers to meet the completion date is required to be factored** within the bid amount.
4. Prior to commencement of work, the Contractor shall perform an asphalt overlay and curb installation within the existing public portion of Clay Bird Lane as shown on plans. The Contractor submits a Lump Sum bid of \$_____ or _____ dollars & cents (written words) for the cost of this work and maintenance responsibilities.
5. **For once ground mulch disposal, the Contractor will send this material to the following NYSDEC Registered Facility:** _____;
Registration No._____. **Facility Contact Person & Number:** _____.
6. Contract does not include the furnishing of water for operations. The town shall secure a water source to be provided.

The Contractor is informed of the following in reference to the Project Proposal:

1. The Contract award will be made to the responsive, responsible bidder submitting the most desirable acceptable bid (Proposed or Alternate). The bid prices, goods and services shall be shown above in both numbers and words.
2. The Contractor shall complete all prices, goods and/or services price bid items on the following proposal pages.
3. The Contractor by submission of the RFP acknowledges that no new material from any source shall be permitted to be accepted at the site under this section of the proposed bid. Should material be found to be brought into the site without the knowledge and approval of the Town Board, the Town Board reserves the right to consider as breach of contract and seek completion of the work through the issued Performance Bond.
4. The Contractor hereby agrees that he shall make no claim on account of the approximate estimate in quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted, except as noted.
5. The Contractor shall not operate the site subjecting the site to any change in use or need to require the site to be permitted by NYSDEC.
6. The Contractor is required to have a minimum of 15 years' experience in the organic recycling operations with a minimum of 10 years of municipal organic recycling in Hudson Valley, furnish 3 municipal references and not have pending court action against them for operating similar facility. Contractor acknowledges that not meeting either of these conditions disqualified them from bidding.
7. The bid payment item will be calculated as the number of yards based on truck hauling volume capacity and inspection of hauling volume present in truck prior to leaving of the project site.

Alternate Project Proposal Bid & Goods:

Alternate proposal is an independent of the Project Proposal and reflects the ALT 1 Terms & Conditions.

1. The Contractor shall process and remove **of all the** organic material presently on site within the designated area of the Town's Clay Bird Lane facility for the submits a bid of \$_____ per yard, _____ dollars & cents (written out) for removal & processing all of the material from the site by the time allotted above.
2. The Contractor shall provide a monthly rental for use of the site of \$_____ per month, _____ dollars & cents (written out). This monthly rental fee will be increased by an annual increase of _____% at the beginning of each new year. These rental
3. Reflected in the above bid amount to remove the existing material onsite, the Contractor will also enter into an agreement with the Town Board to operate the site under conditions described here on for a period of **(10)** ten years.
4. Prior to commencement of work, the Contractor shall perform an asphalt overlay and curb installation within the existing public portion (from Chappaqua Road to the site access gate) of Clay Bird Lane as shown on plans as part of the agreement.
5. Contract does not include the furnishing of water for operations. The town shall secure a water source to be provided for use at the site.
6. This proposal requires the facility to be either _____ with the NYSDEC as mulch processing facility. (select one: unregistered, registered or registered-permitted).
7. **For once ground mulch disposal, the Contractor will send this material to the following NYSDEC Registered Facility:** _____;
Registration No._____. **Facility Contact Person & Number:** _____.
8. This proposal _____(Insert: Includes or Does Not Include) material brought in from outside of the town. This would require the town to permit the site.

The Contractor is informed of the following:

1. The Contract award will be made to the responsive, responsible bidder submitting the most desirable acceptable bid. The bid prices, goods and services shall be shown above in both numbers and words.
2. The Contractor shall complete all prices, goods and/or services price bid items on the following proposal pages.
3. The Contractor hereby agrees that he shall make no claim on account of the approximate estimate in quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted, except as noted.
4. The Contractor shall be required to seek permitted status to operate the site as an organic recycling facility by regulated NYSDEC.
5. The Contractor is required to have a minimum of 15 years' experience in the organic recycling operations and not have pending court action against them for operating similar facility. Contractor acknowledges that not meeting either of these two conditions disqualified them from bidding.

NON-COLLUSIVE BIDDING CERTIFICATION
As Required By
Section 103-D of the General Municipal Law

1. Every bid hereafter made to the municipality or any public department, agency, or official thereof, where competitive bidding is required by **statute**, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.
 - a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;
 - 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The following is contained in Section 103-D of the General Municipal Law:

- b) A bid shall not be considered for award nor shall any award be made where a), 1), 2), and 3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where a), 2), and 3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his

EXHIBIT E

Hold Harmless Agreement

DEFENSE/INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor and/or Licensee agrees to protect, defend, indemnify and hold the Town of Mount Pleasant (the "Town"), their officers, agents and employees free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character, and in any jurisdiction, in connection with or arising directly or indirectly out of this agreement and/or the performance hereof including if a Licensee, its use of Town Property located at: **121 Clay Bird Lane, Briarcliff, NY**

for the following days or time period: **Days Required to Contract Work under the Organic Material Removal & Disposal Contract**

If a Contractor, for the following Project Organic Material Removal & Disposal Contract. Without limiting the generality of the foregoing, and all such claims, etc., relating to personal injury, death, damage to property, defects in material workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, including COVID-19, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.

The Contractor and/or Licensee shall provide the Town of Mt. Pleasant with a Certificate of Insurance and an Endorsement Page of the Insurance Policy providing the necessary and required insurance naming the Town of Mt. Pleasant as an additional insured on all such necessary policies and that this agreement is not an excluded insured contract. The Insurance requirements include as follows: a limit \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the follow: premises and operations liability, broad form property damage, broad form contractual liability, personal injury, and independent contractor's liability, and shall, by endorsement to its primary General Liability shall name the Town of Mt. Pleasant, their respective members, elected officials, agents, board members, employees, successors and assigns as additional insureds on a primary and noncontributory basis, attaching a copy of that endorsement to the certificate. All insurance carriers will be licensed in New York State and shall be rated no lower than A-VII in the most recent version of A.M. Best's Key Rating Guide.

This Agreement embodies the entire agreement between the parties, supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, and may be amended only by an instrument in writing executed by the parties hereto.

This Agreement is being executed and delivered, and is intended to be performed, in the State of New York, and the laws of such state shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of this Agreement.

This Agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

 Signatory Name
 Print Name:
 Company Name:
 Title:

Notary Public

Date

TOWN OF MT. PLEASANT

By: _____

Notary Public

Date _____

EXHIBIT F

PERFORMANCE BOND DETAILS

REQUIRED ATTACHMENTS FOR BONDS

1. CURRENT FINANCIAL STATEMENT OF SURETY COMPANY (NOT MORE THAN ONE YEAR PRIOR TO BOND DATE).
2. RAISED CORPORATE SEALS FOR BOTH THE COMPANY AND THE SURETY COMPANY.
3. BOND SIGNED BY CORPORATE REPRESENTATIVE FOR COMPANY AND SURETY COMPANY.
4. NOTARIZED CORPORATE ACKNOWLEDGEMENTS FOR REPRESENTATIVE OF COMPANY AND SURETY COMPANY.
5. NOTARIZED POWER OF ATTORNEY FOR REPRESENTATIVE OF SURETY COMPANY.

(ABOVE REQUIREMENTS NECESSARY FOR EACH BOND.)

PERFORMANCE BOND BY INSURANCE COMPANY

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, Name or Company Name, of
Address (hereinafter called "Principal"), as
Principal, and Insurance Company Name, a Corporation
organized and existing under the laws of the State of _____ and
authorized to transact business in the State of New York (hereinafter called
"Surety"), as Surety, are held and firmly bound unto the Town of Mount Pleasant
(hereinafter called "Obligee"), as Obligee, in the penal sum of
_____ Dollars (\$_____), good
and lawful money of the United States of America for the payment of which, well
and truly to be made, we bind ourselves, our heirs, administrators, executors,
successors and assigns, jointly and severally firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20__.

WHEREAS, the above bounden Principal has agreed to certain improvements as
set forth in Name of Plan/Project Description
hereinafter to become a part of this bond.

NOW, THEREFORE, the condition of this obligation is such that if the Principal
shall well and faithfully construct the said improvements in a good and workman-
like manner and do and perform the things agreed by it to be done and performed
in accordance with said Name of Plan, or in default thereof shall indemnify the
Town of Mount Pleasant against all loss, cost or expense resulting from its failure
so to do, then this obligation shall be void, otherwise to remain in full force and
effect.

(Company) _____

By _____

(Title)

(Insurance Company) _____

By _____

(Title)

STATE OF NEW YORK

ss:

COUNTY OF _____

On the _____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared _____, 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 individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

(Acknowledgement by principal, if a partnership)

STATE OF NEW YORK

ss:

COUNTY OF _____

On the _____ day of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared _____, member of the firm of _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for and on behalf of said firm.

Notary Public

OF NEW YORK

COUNTY OF NASSAU

On this 13th day of April, 1989, before me personally appeared

Eleanor Doudera to me known who, being by me duly sworn, did depose and say: That he

resides in Suffolk Co., N.Y., that he is Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA, the corporation described in and which executed for foregoing instrument that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Attorney-in-Fact by order of the Board of Directors of said Corporation, and the deponent saith further that the Superintendent of Insurance of the State of New York has, pursuant to Section 327 of the Insurance Law of the State of New York, issued to the INSURANCE COMPANY OF NORTH AMERICA his certificate that said Company is qualified to become and be accepted as surety or guarantor on all bonds, undertakings and other obligations or guarantees, as provided in the Insurance Law of the State of New York and all laws amendatory thereof and supplementary thereto; and that such certificate has not been revoked; and that the assets of said Company, unencumbered and liable to execution exceed its debts and liabilities of every nature whatsoever, by Six Hundred Seventeen Million Dollars (\$617,000,000)

Witness my hand and seal the day and year aforesaid:

DENISE GAMMARATO

(Seal) NOTARY PUBLIC, State of New York
No. 4925421

Qualified in Nassau County 90
Commission Expires May 31, 1990

COPY OF RESOLUTION

BE IT REMEMBERED, that at a meeting of the Board of Directors of the INSURANCE COMPANY OF NORTH AMERICA, duly called and held at the office of the Company, in the City of Philadelphia, State of Pennsylvania, on the 5th day of December, 1983, a quorum being present, the following Resolution was duly adopted:

RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws the following rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, or any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President, or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975, and March 27, 1977.

Financial Statement December 31, 1986

Admitted Assets		Liabilities	
Bonds	\$1,851,743,661	Reserve for Unearned Premiums	\$ 820,883,884
Short-Term Investments	373,320,208	Reserve for Losses	2,554,633,506
Stocks	485,199,037	Reserve for Taxes	15,096,983
Real Estate	16,707,630	Funds Held Under Reinsurance Treaties	34,187,388
Cash on Hand and in Bank	99,657,600	Other Liabilities	426,740,618
Premium in Course of Collection*	200,996,329	TOTAL LIABILITIES	3,851,542,379
Interest Accrued	51,699,160		
Other Assets	1,389,511,820	Capital: 11,357,109 Shares, \$5 par value	56,785,545
		Capital: Paid In	734,148,981
TOTAL ASSETS	\$4,468,835,445	Surplus (Unassigned)	(173,641,461)
		SURPLUS TO POLICYHOLDERS	617,293,065
		TOTAL	\$4,468,835,444

(*Excludes premiums more than 90 days due.)

It is hereby certified that Eleanor Doudera has been appointed Attorney-in-Fact of the INSURANCE COMPANY OF NORTH AMERICA at Philadelphia, PA. that said appointment is in full force and effect as of the date hereof, that said appointment was made under and by authority of the foregoing Resolution, or one of the aforementioned earlier Resolutions, which said Resolution has been compared by me with the original thereof as recorded in the minute book of said Company and is a true and correct transcript thereof and is in full force and effect, and that the foregoing is a true and correct statement of the financial condition of the said Company, as of December 31, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 13th day of April, 1989

James A. Kyllie
Secretary

NEY

IGNA company

IGNA

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

- RESOLVED, That pursuant to Articles I, II and III of the By-Laws, the following Rules shall govern the execution of the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:
- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (appointed or appointed by the Company) and Attorneys-in-Fact to execute or attend to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
 - (2) Any bond, writing, executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
 - (3) The signature of the President, any Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by a certificate or any other instrument, printed pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by a certificate or any other instrument, printed pursuant to this Resolution, and any such power of attorney shall be subject to the discretion of the Board of Directors.
 - (4) The President, any Senior Vice President, any Vice President, any Assistant Vice President and the seal of the Company may be affixed by a certificate or any other instrument, printed pursuant to this Resolution, and any such power of attorney shall be subject to the discretion of the Board of Directors.

Do hereby nominate, constitute and appoint RICHARD F. FERRUCCI, ELEANOR DOUDERA, WM. R. TOWNE, JR., JAMES E. JOYCE, NEEL C. DOHOVAN, A. J. ROMANO, and FRED NICHOLSON, all of the City of Garden City, State of New York:

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

each individually if there be more than one named, his true and lawful attorney-in-fact, to make, execute, seal and deliver on his behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FORTY SIX MILLION DOLLARS (\$46,000,000), each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, so fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said John B. Fitzgerald, Jr., Vice President, has hereunto subscribed his name and affixed the corporate seal of the said INSURANCE COMPANY OF NORTH AMERICA this 28th day of July, 1988.



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

On this 28th day of July, A.D. 1988

Before me, a Notary Public in and for the County of Philadelphia came John B. Fitzgerald, Jr., Vice President of the INSURANCE COMPANY OF NORTH AMERICA to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the City of Philadelphia the day and year first above written.



John Anna Bohana, Notary Public
Philadelphia, Philadelphia County, Pa.
My Commission Expires August 20, 1990

I, the undersigned, Secretary of INSURANCE COMPANY OF NORTH AMERICA, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary and affixed the corporate seal of the Corporation this 13th day of April, 1989.



James S. Walsh, Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER JULY 28, 1990.