

RESOLUTION NO. 2017-71

A RESOLUTION AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$39,710.00) FOR ROCK SALT PURCHASED THROUGH AN AGREEMENT BETWEEN MORTON SALT INCORPORATED AND THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY FOR THE PURPOSE OF FURNISHING BULK DEICING ROCK SALT TO THE CITY OF HURON AND VARIOUS OTHER POLITICAL SUBDIVISIONS THROUGHOUT ERIE COUNTY DURING THE 2018 CALENDAR YEAR

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

**SECTION 1.** That the Board of County Commissioners of Erie County, Ohio having advertised for bids, awarded such and entered into agreement with Morton Salt, Inc., for \$39.71/ton (delivered) for the purpose of furnishing bulk highway deicing rock salt for the calendar year of 2018 for the Erie County Engineer and various other political subdivisions with the City of Huron being allocated up to 1,000 tons according to the provisions outlined in said agreement to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

**SECTION 2:** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

**SECTION 3:** This Resolution shall be in full force and effect from and immediately following its adoption.

  
Brad Hartung, Mayor

ATTEST:   
Clerk of Council

ADOPTED: OCT 10 2017

RESOLUTION NO. 17-408

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO, FOR THE PURPOSE OF ENTERING INTO AN AGREEMENT WITH MORTON SALT, INC.**

The Board of County Commissioners of Erie County, Ohio, met this 14th day of September, 2017, in regular session with the following members present:

Patrick J. Shenigo, Mathew R. Old, and William J. Monaghan.

Mr. Monaghan introduced the following resolution and moved its adoption.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO:**

**THAT**, this Board hereby enters into an agreement with Morton Salt, Inc., 444 W. Lake Street, Chicago, IL 60606, for the purpose of furnishing rock salt for highway ice control during the 2018 calendar year for the Erie County Engineer and various other political subdivisions throughout Erie County, according to the provisions as outlined in the attached document; and

**THAT**, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Old seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as follows:

**Roll Call:** Mr. Monaghan, Aye; Mr. Old, Aye; Mr. Shenigo, Aye

**Adopted:** September 14, 2017

**CERTIFICATE**

I, Carolyn L. Hauenstein, Clerk of the Board of County Commissioners of Erie County, Ohio, hereby do certify that the above is a true and correct copy of resolution adopted by said Board under said date, and as same appears in Commissioners' Journal Volume #212.

Carolyn L. Hauenstein Clerk  
Board of County Commissioners  
of Erie County, Ohio

Approved by County Administrator

Peter S. Daniel  
Peter S. Daniel



**Dave Yost**  
Ohio Auditor of State

LT

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

**Auditor of State - Unresolved Findings for Recovery Certified Search**

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

**Contractor's Information:**

**Name:** ,  
**Organization:** MORTON SALT, INC.  
**Date:** 8/29/2017 at 10:34 AM

This search produced the following list of possible matches:

11 Possible matches were found

<b>Name/Organization</b>	<b>Address</b>
Ashmore, Michael	4998 Guards Lane Cincinnati OH 45244
Ashmore, Michael	4998 Guards Lane Cincinnati OH 45244
Laptops and More, Inc.	9403 Scottsdale Drive Broadview Heights OH 44147
Moreland, Nellie	
Morell, Tina	OH
Morgan, Angel	4870 Hunt Road, Suite 1 Cincinnati OH 45242
Morgan, Roberta E	6256 Cary Avenue Cincinnati OH 45224
Morgan, Judith A	1716 Gilsey Cincinnati OH 45205
Morris, Sara	4852 Klondike Road Charleston WV 25313
Morris, James	
Morris, Walter	

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an inflated copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

## CONTRACT

This contract made and entered into this 14 day of September, 2017, by and between Morton Salt, Inc., 444 W. Lake Street, Chicago, Illinois 60606, hereafter called the "Supplier" and the Board of Commissioners, Erie County, Ohio hereinafter called "Contracting Authority."

### WITNESSETH:

The Supplier shall furnish 10,125 tons, more or less, of bulk highway deicing rock salt, treated to prevent caking, for highway ice control during the 2018 calendar year (1/01/18 – 12/31/18). Rock salt delivered to and or picked up by Buyer must be treated with sufficient amounts of anti-caking additives/chemicals so the rock salt will remain in a free flowing, usable condition (without the presence of clumping) while stored in the receiving agency's storage facility.

### TO BE ALLOCATED AS FOLLOWS:

	Requested Tons	Cost of Pick-Up	Total	Cost for Delivery	Total
Erie County Engineer, Highway Dept.	3,200	\$34.50/ton	110,400.00	\$39.71/ton	127,072.00
Erie County Facilities Dept.	150	34.50/ton	5,175.00	39.71/ton	5,956.50
Berlin Township	200	34.50/ton	6,900.00	39.71/ton	7,942.00
Florence Township	100	34.50/ton	3,450.00	39.71/ton	3,971.00
Gorton Township	50	34.50/ton	1,725.00	39.71/ton	1,985.50
Huron Township	500	34.50/ton	17,250.00	39.71/ton	19,855.00
Margaretta Township	200	34.50/ton	6,900.00	39.71/ton	7,942.00
Milan Township	600	34.50/ton	20,700.00	39.71/ton	23,826.00
Oxford Township	125	34.50/ton	4,312.50	39.71/ton	4,963.75
Perkins Township	800	34.50/ton	27,600.00	39.71/ton	31,768.00
Village of Berlin Heights	100	34.50/ton	3,450.00	39.71/ton	3,971.00
Village of Castalia	200	34.50/ton	6,900.00	39.71/ton	7,942.00
Village of Milan	400	34.50/ton	13,800.00	39.71/ton	15,884.00
City of Huron	1,000	34.50/ton	34,500.00	39.71/ton	39,710.00
City of Sandusky	2,500	34.50/ton	86,250.00	39.71/ton	99,275.00
Total Estimated Requirements	10,125		\$349,312.50		\$402,063.75

EACH COUNTY AGENCY WILL BE BILLED SEPARATELY. Rock salt to be picked up at a contract price of \$34.50/Ton. Rock salt to be delivered to any bid destination in Erie County Ohio, in minimum truckloads of 20 tons at a contract price of \$39.71/Ton, not to exceed \$133,028.50 (\$127,072.00 – Erie County Engineer, \$5,956.50– Erie County Facilities Department) without prior written authorization. No deliveries will be made without prior written authorization by the Erie County Engineer or Erie County Facilities Department and written concurrence by the Erie County Auditor that the funds are available.

In the event of a conflict between the terms and conditions of this Contract and the terms and conditions of the bid dated AUGUST 8, 2017, the terms and conditions of the Contract shall prevail.

#### **SUPPLIER SERVICE REQUIREMENTS**

The Supplier, upon written authorization of the Commissioners, will complete the work as detailed in the attached Request for Bid titled: TREATED ROCK SALT FOR HIGHWAY ICE CONTROL, along with the bid submitted by Morton Salt, Inc. on August 10, 2017.

#### **SUPPLIER RESPONSIBILITIES**

The Supplier shall submit a detailed invoice for the products picked up or delivered in accordance with the provisions in the original specifications.

#### **TERM**

This contract shall remain in effect from January 1, 2018 through December 31, 2018.

#### **INDEMNITY**

The Supplier shall indemnify, hold harmless and defend the Commissioners and the other political entities in Erie County, Ohio, and their employees, from and against any and all claims, liability, damage or loss to person or property which may arise or grow out of the performance of this contract by Supplier, Supplier's agents, employees, invitees or others acting on behalf of the Supplier.

#### **INSURANCE REQUIREMENTS**

The Supplier agrees to meet all insurance requirements, and workers' compensation requirements, as required by the Ohio Revised Code. This contract shall be governed by and construed in accordance with the laws of the State of Ohio.

#### **MODIFICATION**

This contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this contract shall be binding unless it is in writing and signed by all parties. In the event of cancellation of an executed order due to Commissioners' breach of contract, or for Commissioners' termination for convenience, Supplier will be compensated for product supplied to-date.

#### **NOTICE TO PROCEED**

The Supplier will not provide product until the contract is executed, and purchase order is agreed.

#### **NON-DISCRIMINATION**

The Supplier shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The Supplier shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. Supplier agrees to comply with all pertinent provisions of Section 153.59 of the Ohio Revised Code.

#### **FINDINGS FOR RECOVERY**

The Supplier affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Supplier agrees that, if this representation or warranty is deemed to be false, the contract shall be void *ab initio* as between the parties to this contract, and any funds paid by the State hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

**ROCK SALT CALENDAR YEAR 2018**

**COUNTERPARTS**

This contract may be executed in two or more counterparts, each shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This contract may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

**COMPONENT PARTS OF THIS CONTRACT**


The executed contract documents shall consist of the following:

- a. This Contract
- b. Signed copy of Bid
- c. Bid Specifications
- d. Addendum #1

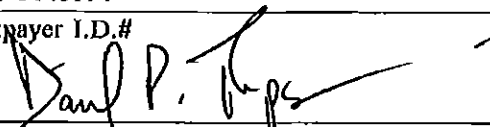
These documents constitute the entire contract between the parties and its provisions shall be construed in accordance with the laws of the State of Ohio. This contract, together with other documents enumerated above, is as fully a part of the contract as if hereto attached or hereln repeated, and forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated above shall govern, except as otherwise specifically stated.

**SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:**

**MORTON SALT, INC.**

  
 Signature  
 Anthony T. Payton  
 Director, U.S. Gov't Bulk Deicing Sales & Marketing  
 Title

27-3146174  
 Taxpayer I.D.#

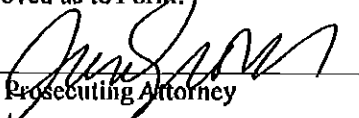
  
 Signature  
 Daniel P. Thompson  
 V.P., Bulk Deicing Sales & Marketing  
 Title

**BOARD OF COUNTY COMMISSIONERS OF ERIE COUNTY, OHIO**

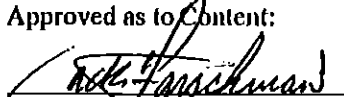
  
 Patrick J. Shenigo

  
 Mathew R. Old  
 William J. Monaghan 9.14.17

Approved as to Form:

  
 Asst. Prosecuting Attorney

Approved as to Content:

  
 Jack Farschman, P.E., P.S., Erie County Engineer

  
 Gary Weilnau, Building & Grounds Superintendent  
 ROCK SALT CALENDAR YEAR 2018

CONTRACT LIMITATION CERTIFICATE

I, Anthony T. Patton, on behalf of **MORTON SALT, INC.**,  
(name of representative of vendor)

do hereby acknowledge that the maximum amount of monetary obligation of Erie County, Ohio, i.e., Board of County Commissioners of Erie County, Ohio, under the hereinbefore attached contract or agreement is **\$133,028.50 UNLESS** the Board of Erie County Commissioners gives **PRIOR APPROVAL** for additional expenditures of money under the contract or agreement and the County Auditor certifies to the availability of such additional funds. Erie County, Ohio, i.e., the Board of County Commissioners of Erie County, Ohio **SHALL NOT BE HELD LIABLE** by **MORTON SALT, INC.** for any monetary obligations under this contract or agreement above the maximum amount of **\$133,028.50, UNLESS** expenditures are approved by the Board.

Anthony T. Patton

Representative of Vendor  
Anthony T. Patton  
Director, U.S. Gov't Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 31st day of August  
2017



Andrew Lorenzini  
(Notary Public)

APPROVED AS TO CONTENT

Jack Farschman  
Jack Farschman, P.E., P.S., Erie County Engineer

Gary Weilnau  
Gary Weilnau, Building & Grounds Superintendent



**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

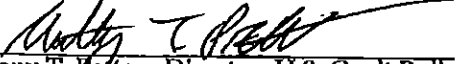
O.R.C. 5719.042

STATE OF ~~OHIO~~: Illinois

SS: 27-3146174

TO: Board of Erie County Commissioners

The undersigned, being first duly sworn, having bid on the following project "ERIE COUNTY, OHIO, ROCK SALT FOR HIGHWAY ICE CONTROL" hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list. In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

  
Anthony T. Patton, Director, U.S. Gov't Bulk Deicing Sales & Marketing

Sworn to before me and subscribed in my presence this 8th day of August, 20 17.

  
Notary Public



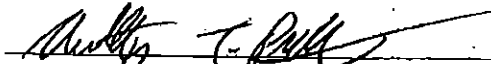
**NON-COLLUSION AFFIDAVIT**

State of Ohio- Illinois  
Eric County Cook County

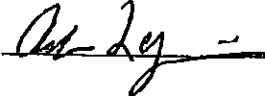
**BID Identification: "ERIE COUNTY, OHIO, ROCK SALT FOR HIGHWAY ICE CONTROL"**

CONTRACTOR Anthony T. Patton, being first duly sworn, deposes and says that he is <sup>Director, U.S. Gov't Bulk Pricing Sales & Marketing</sup> (sole owner, a partner, president, secretary, etc.) of Morton Salt, Inc. the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the CONTRACTING AUTHORITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

  
Anthony T. Patton, Director, U.S. Gov't Bulk Pricing Sales & Marketing  
Subscribed and sworn to before me this 8th day of August, 2017.

Seal of Notary





# Document A310™ - 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.  
444 West Lake Street, Suite 3000  
Chicago, IL 60606

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

Mailing Address for Notices  
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

### OWNER:

(Name, legal status and address)

Board of Erie County Commissioners  
2900 Columbus Ave  
Sandusky, OH 44870

BOND AMOUNT: \$ 500.00

### PROJECT:

(Name, location or address, and Project number, if any)


Furnishing Salt

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8<sup>th</sup> day of August, 2017

  
\_\_\_\_\_  
(Principal)

  
\_\_\_\_\_  
(Surety)

Morton Salt, Inc.  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) Anthony J. Dalton, Director, U.S. Government  
Bulk Delivery Sales & Marketing

Liberty Mutual Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Stacey G. White, Attorney-in-Fact

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

This Power of Attorney limits the acts of those named herein and may have no authority to bind the Company except to the manner and to the extent herein stated.

Certificate No. 7516386

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**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, do hereby name, constitute and appoint Andrew Lorenzini, Anthony L. Patton, Ayanza Jefferson-Williams, Daniel P. Thompson, Evelyn D. Anderson, Joshua Sarlon, Leah Pittacore, Leanne Roll, Marjola Garcia, Nancy Jordan, Na-Tia Douglas, Nalasha Hunt-Mohley, Robert H. George, Blacey Gwill

all of the city of Chicago state of Ill. 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 surely and as its act and deed, any and all undertakings, bonds, recognizances and other surely 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 24th day of October, 2016



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: *David M. Carey*  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA  
COUNTY OF MONTGOMERY

On this 24th day of October, 2016, 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, 2017  
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 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 surely any and all undertakings, bonds, recognizances and other surely 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 of 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. Surely 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 surely any and all undertakings, bonds, recognizances and other surely 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 surely any and all undertakings, bonds, recognizances and other surely 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 surely 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 8th day of August, 2017



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

STATE OF ILLINOIS  
COUNTY OF COOK

On this 8<sup>th</sup> day of August, 2017, before me personally appeared  
Stacy Gwitt, known to me to be the Attorney-in-Fact  
of Liberty Mutual Insurance Company the corporation that executed  
the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid county, the day and year in this certificate first written above.

  
\_\_\_\_\_  
(Notary Public)

