# The Ohio Casualty Insurance Company HAMILTON, OHIO

## PUBLIC EMPLOYEES NAME SCHEDULE BOND **DECLARATIONS**

		Constitution of the Consti	No. 3-	893-026
Item 1. Name of Obligee: State of Indiana for the Use and Benefit of the City of East Chicago, Department of Redevelopment of: 4920 Larkspur Drive, East Chicago, IN 46312				
Item 2. Bond Period: from the beginning of september 1, 2015 and ending on September 1, 2016 to 12 o'clock night on the effective date of the cancellation or termination of this bond as provided in Condition 4.				
Item 3. Employees covered hereunder and limits of liability as to each employee:				
NO.	NAME	POSITION	AMOUNT	PREMIUM
2.	Lyvette Turk	Community Development	30,000.00	105.00
4.	Alfonso G. Espinoza Jr.	Programs Manager Rehabilitation Program Administrator T A T	30,000.00	105.00
6. 7. 8. 9. 10.	1	Executive Director  ocument is unitable property  Lake Sistant Account autreer  Rehab Admin Assistant  Rehab Admin Assistant  Rehab Clerk	middle grouper	\$3050,00 \$100,00 \$100,00 \$300 \$300 \$300 \$300 \$300 \$300 \$300
(If space insufficient, continue on attached sheet)  Premium  \$1,724.00				
Item 4. The Obligee, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s), such termination or cancellation to be effective as of the time this bond becomes effective.  SIGNED, SEALED and DATED this 31st day of August, 2015.  I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law.  By  Vicky VanLear, Attorney-in-fact				

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The Surety, in consideration of the payment of the premium, and subject to the Declarations made a part hereof, and to all the conditions and other terms of this bond, agrees to indemnify the Obligee for direct loss caused to the Obligee through the failure of any of the employees, acting alone or in collusion with others, to perform faithfully his duties during the bond period, the amount of indemnity on each of such employees being the amount set opposite his name in Item 3 of the Declarations.

### SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 1. If the Obligee shall desire to add the names of other employees to the Schedule in Item 3 of the Declarations, or to remove therefrom the names of any employees, or to increase or decrease the suretyship limit in respect to any employees, and shall give written notice to the Surety of such desire, and if the Surety elects to do so, said Schedule shall be deemed to be amended in accordance with the written notice of the Surety.
- 2. The Surety's liability as to any employee shall not exceed the amount set opposite such employee's name in Item 3 of the Declarations, or in any Acceptance Notice or Increase or Decrease Certificate in force, when the failure of the employee to perform faithfully his duties shall have occurred, and shall in no event exceed in the aggregate the largest single amount for which the employee may have, at any time, been bonded hereunder. In no event shall the Surety's liability as to any employee be cumulative, even though this suretyship continue from year to year, more than one premium be paid, increases or decreases be made in the amount of suretyship or such employee occupy more than one position.
- 3. Upon discovery of loss the Obligee shall give written notice to the Surety as soon as practicable and shall within six months from date of discovery of loss file with the Surety at its Home Office in Hamilton, Ohio itemized Statement of Claim with full particulars. The Surety shall have the privilege of examining all records and evidence pertaining to the loss. No suit, action or proceedings shall be brought against the Surety (a) after the expiration of the time in which an action, suit or proceeding could be brought by the Obligee against the Employee for the recovery of such toss, or (b) after the expiration of three years from the cancellation of this bond as to any employee or as an entirety, whichever, (a) or (b), occurs first; provided, however, that if such limitation for bringing suit action or proceeding is prohibited or made void by any law controlling the construction of this Bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law. In any action, suit or proceeding, the Employee causing such loss shall be named as a party defendant and shall be served with process therein, if he can be found within the jurisdiction.
- 4. This insurance shall terminate as to any employee: (a) immediately on discovery by the Obligee of any failure on the part of the employee to perform faithfully his duties; (b) upon the death, resignation or removal of such Employee; or (c) on a date specified in a written notice by the Obligee to the Surety or in a written notice of at least thirty days given by the Surety to the Obligee. The termination of this suretyship as an entirety may be effected as provided in (c) or by mutual agreement. In the event of any termination under (b) or (c), the Surety, on demand, shall refund the unearned premium. If the Obligee requests termination, the earned premium shall be computed in accordance with the customary short rate table and procedure. If the Surety requests termination, the earned premium shall be computed pro rata.

IN WITNESS WHEREOF, The Surety has caused this Bond to be executed on the Declarations page.

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.

Certificate No. 5784216

American Fire and Casualty Company The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company West American Insurance Company

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Donald A. Biesen; Joyce Dolato; Vicky VanLear; Stacy Babich; Randy C. Vale

all of the city of MERRILLVILLE, state of IN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December 2012



STATE OF WASHINGTON COUNTY OF KING

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letter

loan,

Not valid

quarantees

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

Sugar No. Davenport, Assistant Secretary In Diego

On this 1st day of December , 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, 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 contain himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my pame and affixed my notarial seal at Seattle, Washington

KDEILEY This Document is the property of Riley, Notan Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: nerican Fire and Casualty Company, The Ohio Casualty Insurance

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surjety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and effected by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make execute, seal, actnowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, 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 \_ day of









David M. Carey, Assistant Secretary

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