



RECORD OF PROCEEDINGS

Minutes of **NORWICH TOWNSHIP BOARD OF TRUSTEES** *Meeting*

5181 NORTHWEST PARKWAY, HILLIARD, OHIO

Held

July 6, 2010

The meeting was called to order by Chairman Chuck Buck

Roll Call - **Charles Wm. Buck, Chair – Present**
Michael D. Cope, Vice-Chair – Present
Larry Earman, Trustee – Present

Also Present - **Dave Long, Fire Chief**
Bob Kaufman, Asst. Fire Chief
Steve Montgomery, Roads/Cemetery Dept.
Wayne Warner, Township Administrator

PUBLIC PARTICIPATION

Mr. Ryan Wade asked for clarification on the firefighter hiring requirements as it relates to age. Chief Long confirmed the Township has a maximum hiring age of 31 years old without any firefighter experience; and a maximum hiring age of 35 years old with at least five years of previous firefighter experience. Mr. Morgan Gierman, President of Timberbrook's Homeowners Association, addressed the Board about his dissatisfaction with the Franklin County Board of Health's unwillingness to provide the specific location of the recent positive testing of mosquito's carrying the West Nile Virus. Mr. Buck confirmed that the Township's current waste contract expires 12/31/10. Mr. Gierman thanked the police and fire departments for their participation in the bike parade and for their assistance in locating a family member during the July 4th fireworks celebration.

POLICE DEPARTMENT

Chief Francis was unable to attend. In response to Mr. Earman, Mr. Warner confirmed that the Hilliard police department enforces the laws of the Ohio Revised Code in the unincorporated areas of the Township. Furthermore, absent the adoption of a limited home rule government, the Township does not have the authority to impose their own laws, such as a texting ban.

FIRE DEPARTMENT

The Board had some initial discussion about the purchase of a replacement rescue boat and fitness equipment. Mr. Cope requested some additional information and both items were tabled for further review. Chief Long reported that the ISO visit is scheduled for July 26th and will last approximately four to five days. The next senior luncheon is scheduled for July 23rd at 11 am. The Board requested that Chief Long provide a statistical update and committee report during the second meeting of each month.

CEMETERY & ROAD DEPARTMENT

Nothing to report.



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5181 NORTHWEST PARKWAY, HILLIARD, OHIO

Held **July 6, 2010**

FISCAL OFFICE

Mrs. Miles provided the payment and charge register for June 2010. She reported that staff is currently working on creating an approved vendor listing and an updated purchasing policy to reflect the goals established during the June 8th planning meeting.

TOWNSHIP ADMINISTRATION

The Board approved a resolution to mow the grass at 3936 Medford Square. Mr. Warner noted that a number of residents have become compliant with nuisance property complaints. The Board also approved a Settlement Agreement and Release with The Altman Company and Mansfield Cement Flooring on the Township's Station 81 bay floor. The terms of the agreement includes a 5-year warranty and 2-year maintenance bond.

TRUSTEE-OLD BUSINESS

Nothing to report.

TRUSTEE-NEW BUSINESS

Nothing to report.

Approval of Trustee Meeting Minutes for 6/21/10

Motion by Mr. Cope, seconded by Mr. Earman, for the approval of the Norwich Township Trustee meeting minutes for the regular meeting of June 21, 2010. Unanimously approved.

Motion passed. #100706.01

Approval to Table Rescue Boat and Fitness Equipment Items

Motion by Mr. Cope, seconded by Mr. Earman, for approval to table the agenda items for the purchase of a rescue boat and fitness equipment until further review. Unanimously approved. Motion passed.

#100706.02

Approval of Resolution For 3936 Medford Square

Motion by Mr. Cope, seconded by Mr. Earman, for approval of a resolution to proceed with the abatement and removal of grass and weeds constituting a nuisance from the property owned by Michael S. Rupp, located at 3936 Medford Square in Norwich Township, Franklin County, Ohio. Unanimously approved. Motion passed.

#100706.03

Approval of Settlement Agreement and Release With The Altman Company and Mansfield Cement Flooring

Motion by Mr. Earman, seconded by Mr. Cope, to approve the Settlement Agreement and Release between the Board of Trustees of Norwich Township, The Altman Company and Mansfield Cement Flooring. Unanimously approved. Motion passed. (see attached)

#100706.04



RECORD OF PROCEEDINGS

Minutes of **NORWICH TOWNSHIP BOARD OF TRUSTEES** *Meeting*

5181 NORTHWEST PARKWAY, HILLIARD, OHIO

Held **July 6, 2010**

Executive Session

Motion by Mr. Earman, seconded by Mr. Cope, to adjourn into executive session pursuant to Ohio Revised Code Section 121.22(G)(1) for the purpose of disciplinary matters of a public employee. Roll call vote taken. Unanimously approved. Motion passed. No action taken during executive session. Motion by Mr. Earman, seconded by Mr. Cope, to adjourn from executive session at approximately 1:10 pm. Unanimously approved. Motion passed.

#100706.05

Motion by Mr. Earman, seconded by Mr. Cope, to adjourn the regular meeting of July 6th at 1:10 pm.

Handwritten signature of Charles Wm. Buck in cursive.

Charles Wm. Buck, Chairman

Handwritten signature of Jamie Miles in cursive.

Jamie Miles, Fiscal Officer

RESOLUTION NO. 1007de.D2

RESOLUTION TO PROCEED WITH THE ABATEMENT AND REMOVAL OF GRASS AND WEEDS CONSTITUTING A NUISANCE FROM THE PROPERTY OWNED BY MICHAEL S. RUPP, LOCATED AT 3936 MEDFORD SQUARE IN NORWICH TOWNSHIP, FRANKLIN COUNTY, OHIO

PREAMBLE

WHEREAS, the Board of Trustees of Norwich Township (the "Board") has found that the grass and weeds on the property at 3936 Medford Square in need of cutting and removal constitutes a nuisance pursuant to the provisions of Section 505.87 of the Ohio Revised Code;

WHEREAS, pursuant to Section 505.87 of the Ohio Revised Code, the Board is authorized to abate, control, or remove the nuisance after notice to the property's owners and lienholders of record of the Board's intention to remove such structure if the owner fails to abate, control, or remove the vegetation, garbage, refuse, or debris or make arrangements for such corrective measures within seven (7) days; and

WHEREAS, pursuant to Ohio Revised Code Section 505.87, the Board is also authorized to order a property owner to remove such vegetation, garbage, refuse, or debris that constitutes a nuisance, and if the owner fails to remove the nuisance or make arrangements within an allotted time period, the Board may proceed to remove the debris and enter the costs on the tax duplicate for the property; and

WHEREAS, on or about June 15, 2010, the Norwich Township Administrator attempted to notify the owner and lienholder of record via certified mail of the Board's intention to remove the nuisance from the property if the condition of the property was not corrected, but to the Board's knowledge, no corrective actions have been taken or arrangements made at this time with respect to the abatement, control, or removal of the nuisance; and

WHEREAS, it is in the best interests of Norwich Township (the "Township") and its residents to proceed under Section 505.87 of the Ohio Revised Code in order to remove the nuisance located on the Property.

RESOLUTION

NOW THEREFORE, be it resolved by the Board of Trustees of Norwich Township, Franklin County, Ohio, that the following Resolution be, and it hereby is, adopted:

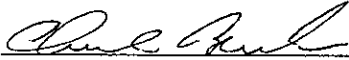
RESOLVED, that the Board hereby determines that the nuisance located on the Property must be removed pursuant to Ohio Revised Code Section 505.87 and authorizes and directs the Township Administrator Wayne Warner to either (1) order Township employees, materials and equipment to be used to remove the nuisance at a rate of \$150.00 per hour or (2) enter into a contract, to be paid from the Township's general fund, with a suitable person or persons in order to have the nuisance removed; and all costs and expenses incurred in such work shall be reported to the Franklin County Auditor for collection as provided in Ohio Revised Code Section 505.87.

BE IT FURTHER RESOLVED, this Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in open meetings of this Board, and that all deliberations of this Board that resulted in formal actions were taken in meetings open to the public, in compliance with all legal requirements, including but not limited to, Ohio Revised Code Section 121.22, except as otherwise permitted thereby.

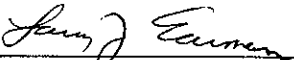
This Resolution # 100716.05 shall take effect and be in force from and after the date of enactment.

**NORWICH TOWNSHIP BOARD OF
TRUSTEES, FRANKLIN COUNTY, OHIO**

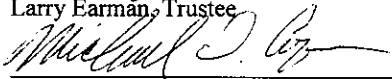
Adopted: July 6, 2010



Chuck Buck, Trustee




Larry Earman, Trustee



Mike Cope, Trustee

Attest and Certified



Jamie Miles, Township Fiscal Officer

RES# 100706.04
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made as of this 10th day of July 2010, by and between the **BOARD OF TRUSTEES OF NORWICH TOWNSHIP**, the legislative authority of and for Norwich Township, Franklin County, Ohio, a political subdivision duly organized and validly existing under the laws of the State of Ohio (the "Township"), **THE ALTMAN COMPANY**, an Ohio corporation ("Altman"), and **MANSFIELD CEMENT FLOORING JACK JUNG AND ANDY WALKER, INC.**, an Ohio Corporation ("Mansfield"), (on occasion hereinafter referred to collectively as the "Parties") who hereby agree as follows:

RECITALS

A. On September 25, 2007, the Township and Altman entered into a contract pursuant to which Altman was hired to serve as the General Construction Contractor with respect to the construction of the Norwich Township Fire Department / Hilliard Police Department Safety Services Building (the "Building"), located at 5171 and 5181 Northwest Parkway, Hilliard, Ohio 43026 (hereinafter referred to as the "Contract," which term includes all associated contract documents).

B. As the General Construction Contractor for the Building, Altman's scope of work, as set forth in the Contract, included the installation of cast-in-place concrete slabs in the Building's five-bay apparatus space, two-bay accessory space, and exterior approaches (hereinafter referred to collectively as the "Bay Floor").

C. Rather than install the Bay Floor itself, Altman hired Mansfield to perform the work pursuant to a sub-contract. Mansfield subsequently installed the Bay Floor pursuant to its agreement with Altman.

D. Since Mansfield installed the Bay Floor, it has exhibited surface defects and imperfections, including, without limitation, de-lamination, mottled discoloration, craze cracking at varying depths, shrinkage cracking, scaling, abrasions, surface tears, and isolated aggregate popouts, as described in Report No. P-278 prepared by Concrete Research and Testing, LLC ("CRT"), in connection with CRT's petrographic examination of concrete cores removed from the Bay Floor.

E. A dispute has arisen between the Parties as to whether the Bay Floor was installed in accordance with the specifications set forth in the Contract and to the standards referenced therein, including whether the Curecrete Company's Ashford Formula (the "Ashford Formula") was applied in accordance with the manufacturer's recommended instructions, and whether the Ashford formula, as selected by the Township, functions as an adequate curing product. As a result of this dispute, the Township's consideration of Altman's final payment request, in the amount of Twenty Thousand Seven Hundred Fifty Dollars (\$20,750), has been delayed.

F. Recently, the Parties have negotiated the terms of a comprehensive settlement of all claims that the Township might have against the Altman and Mansfield, known and unknown, asserted and unasserted, relating to, concerning, or involving the Bay Floor and of all claims that Altman might have against the Township, known and unknown, asserted and unasserted, relating to, concerning, or involving the Township's obligations pursuant to the Contract. The Parties wish to memorialize the terms of their settlement agreement by this instrument.

AGREEMENTS

NOW THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for good and valuable consideration, the sufficiency of which each party acknowledges, the Parties agree as follows:

Section 1. Re-Application of Ashford Formula

Mansfield shall, at its sole cost and expense, furnish all materials and provide all labor required to: (a) mechanically clean and prepare the Bay Floor with a neutral cleaner; (b) apply a coat of the Ashford Formula to the Bay Floor in accordance the manufacturer's recommended instructions; and (c) burnish the Bay Floor utilizing a high speed burnishing machine with diamond impregnated twister pads (hereinafter referred to as the "Process"). This Process has

been applied to a test area on the Bay Floor and all Parties have examined the results of the test area performed by Mansfield and agree that the Process is accepted and will be applied as set forth above. Altman shall coordinate and supervise the Process. The Process shall be promptly undertaken and completed in a neat, orderly, and workmanlike manner.

Altman and Mansfield represent that the Process will harden, densify, and polish the surface of the Bay Floor. The Parties shall, in good faith, coordinate the time and date of the Process so as to interfere as little as possible with the regular operations of the Norwich Township Fire Department, provided that the Process shall be completed no later than July 1, 2010. Final approval of the time and date of the Process shall rest with the Norwich Township Fire Chief, which approval shall not be unreasonably withheld.

Section 2. Five-Year Warranty & Two-Year Maintenance Bond

Upon the completion of the Process specified in Section 1 of this Agreement, Mansfield shall provide the Township with a five-year express warranty guaranteeing the structural integrity of the Bay Floor and a two-year maintenance bond in the amount of One Hundred Thousand Dollars (\$100,000). Mansfield warrants that the Bay Floor will remain structurally sound, provided that Mansfield assumes no responsibility for ordinary wear and tear to the Bay Floor, as might be expected, or for damage caused to the Bay Floor as the result of negligence on the part of the Township or any of its employees, agents, representatives, licensees, or invitees. Mansfield agrees to repair or otherwise remedy any warrantable defect or condition detected or occurring during the warranty period in a workmanlike manner and in accordance with generally accepted industry standards. For purposes of this warranty, structural failure shall include, but not be limited to, de-lamination affecting eight percent (8%) or more of the total surface area of the Bay Floor, as determined by an independent third-party jointly selected by the Township and Mansfield, whose determination shall be binding, subject, of course, to reconsideration upon evidence of further deterioration. For purposes of this Agreement, and by way of illustration, the Parties agree that the portions of the Bay Floor depicted in the photographs attached hereto, labeled "Exhibit A," and hereby made a part hereof, show evidence of de-lamination. Upon structural failure of the Bay Floor, Mansfield shall, at its sole cost and expense, completely remove the Bay Floor and replace the Bay Floor in accordance with the specifications set forth in the Contract.

Section 3. Final Payment

Within ten (10) business days of the last of the following to occur: (a) the execution of this Agreement; (b) the completion of the Process specified in Section 1 of this Agreement; and (c) the issuance of a two-year maintenance bond, as required pursuant to Section 2 of this Agreement, the Township shall grant Altman's final payment request and deliver to Altman the sum of Twenty Thousand Seven Hundred Fifty Dollars (\$20,750), which sum represents all remaining funds due and owing under the Contract.

Section 4. Release by Township

In consideration of the completion of the Process described in Section 1 of this Agreement, the Township hereby releases, acquits, and forever discharges Altman and Mansfield, all predecessor corporations, successor corporations, affiliate corporations, subcontractors, each of their respective shareholders, directors, officers, employees, and representatives, and all of their respective heirs, successors and assigns, from and against any and all claims, demands, obligations, liabilities, damages, actions, causes of action of any kind or description whatsoever, administrative actions, administrative claims, and all other claims, demands, and liabilities of any description whatsoever, known or unknown, past or present, accrued or not accrued, including all claims for damages, costs, compensation, and reimbursement of any nature whatsoever, which the Township has or may have regarding or in any way growing out of or arising in connection with the Bay Floor. It is the intent of the Parties that this release be comprehensive, and fully replace and supersede any and all claims against Altman and/or Mansfield in existence prior to the date of this Agreement relating to the Bay Floor, provided that this release shall not release or discharge Altman's or Mansfield's obligations under this Agreement. This release shall be effective and binding immediately upon the execution of this Agreement.

Section 5. Release by Altman

In consideration of the payment described in Section 3 of this Agreement, Altman, for itself and its shareholders, directors, officers, employees, agents, insurers, representatives, and any other person or entity that may possess the capacity to bring claims on its behalf, and all of their respective heirs, successors and assigns, releases, acquits, and forever discharges the Township from and against any and all claims, demands, obligations, liabilities, damages, actions, causes of action of any kind or description whatsoever, administrative actions, administrative claims, and all other claims, demands, and liabilities of any description whatsoever, known or unknown, past or present, accrued or not accrued, including all claims for damages, costs, compensation, and reimbursement of any nature whatsoever, which Altman has or may have regarding or in any way growing out of or arising in connection the Township's obligations pursuant to the Contract, provided that this release shall not release or discharge the Township's obligations under this Agreement. This release shall be effective and binding immediately upon the execution of this Agreement.

Section 6. Entire Agreement

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes and cancels any and all prior agreements between them, whether written, oral, or implied. No modification, amendment, or waiver of this Agreement or any of its provisions, shall be binding on any party unless evidenced by a written instrument duly executed by the Parties.

Section 7. Severability

If any term or condition of this Agreement or its application to any person, entity, or circumstance shall to any extent be found to be in violation of or unenforceable under any law, rule, regulation or order (including any court order) now existing or enacted in the future by any governmental entity having jurisdiction, this Agreement, or the application of the challenged or affected term or condition to persons, entities, or circumstances other than those as to which it is found invalid or unenforceable, shall not be affected, and shall be enforceable to the extent permitted by law.

Section 8. Miscellaneous

The Parties and each representative thereof certify that they are of legal age, and have the legal capacity and authority to execute and enter into this Agreement on behalf of their respective principals. Each party also represents that its execution of this Agreement is voluntary, and made with full knowledge of the consequences and the legal effects of this Agreement. The Parties stipulate and agree that the settlement described in this instrument represents a compromise of disputed claims, and shall not be considered or be construed to be an admission of fault on the part of any party. The Parties represent that they have read, examined, and consulted with counsel of their choosing with respect to this Agreement, that they have had adequate time to review the Agreement and obtain advice with respect hereto, and that they fully understand the Agreement and the releases contained herein.

All Parties to this Agreement warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or other entity, any claim, demand, or cause of action (or any portion thereof or any interest therein) that is subject to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The Parties further agree that this Agreement may be enforced in any court of competent jurisdiction in Ohio and the Parties hereby subject themselves to the jurisdiction of such courts in any such enforcement action.

Section 9. Execution and Copies

For the convenience of the Parties, this Agreement may be executed in several counterparts, each of which shall constitute a complete original, and each of which may be

introduced in evidence or used for any other purpose without any requirement of production of, or any accounting of, any counterparts.

THE PARTIES SIGNING THIS INSTRUMENT EACH ACKNOWLEDGE AND AGREE THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, AND THAT HE OR SHE OR IT HAS SIGNED THIS AGREEMENT VOLUNTARILY.

IN TESTIMONY WHEREOF, the undersigned have executed, entered into, and become bound by this Agreement this 6th day of July, 2010.

THE ALTMAN COMPANY,
an Ohio corporation

BOARD OF TRUSTEES OF NORWICH TOWNSHIP, FRANKLIN COUNTY, OHIO

By: Jon J. Altman

By: Charles W. Buck

Title: Pres.

Title: Chair Norwich Trustees

MANSFIELD CEMENT FLOORING JACK JUNG AND ANDY WALKER, INC.,
an Ohio Corporation

By: [Signature]

Title: Pres

STATE OF OHIO
COUNTY OF Jayette, SS:

Before me a notary public in and for said County and State, personally appeared Jon J. Altman, President of The Altman Company, an Ohio corporation, who acknowledges the signing of the foregoing Agreement to be his/her free act and deed on behalf of said corporation this 23 day of June, 2010.

Sally E. Greenwood
Notary Public



SALLY E GREENWOOD
Notary Public State of Ohio
My Commission Expires 4-9-13

STATE OF OHIO
COUNTY OF Franklin, SS:

Before me a notary public in and for said County and State, personally appeared Charles W. Buck, Member of the Board of Trustees of Norwich Township, Franklin County, Ohio, who acknowledges the signing of the foregoing Agreement to be his/her free act and deed on behalf of the Township this 6th day of July, 2010.

Mildred L. Brooks
Notary Public



MILDRED L. BROOKS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-23-2014

STATE OF OHIO
COUNTY OF Richland, SS:

Before me a notary public in and for said County and State, personally appeared Edwin E. Boops, President of Mansfield Cement Flooring Jack Jung and Andy Walker, Inc., an Ohio corporation, who acknowledges the signing of the foregoing Agreement to be his/her free act and deed on behalf of said corporation this 18 day of June, 2010.

Deborah Kay Blaising
Notary Public

DEBORAH KAY BLAISING
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires May 14, 2011



International Fidelity
INSURANCE COMPANY

One Newark Center, 20th fl. Newark, New Jersey 07102-5207 1-800-333-4167 / (973) 624-7200 / WWW.IFIC.COM

MAINTENANCE BOND

BOND NO. 529062

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Mansfield Cement Flooring Jack Jung and Andy Walker, Inc.
_____ as Principal, and
INTERNATIONAL FIDELITY INSURANCE COMPANY, a New Jersey Corporation of One Newark Center, 20th
Floor, Newark, New Jersey, licensed to do business in the State of New Jersey and
as Surety, are held and firmly bound unto Board of Trustees of Norwich Township
as Obligee, in the full and just sum of One Hundred Thousand and 00/100
_____ (\$ 100,000.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made,
the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these
presents.

SIGNED, SEALED AND DATED THIS 10th day of June, 20 10

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the
Obligee for Maintenance on Bay Floor at Norwich Township Fire Department/Hilliard Police Department Safety Services

AND WHEREAS, the Obligee requires a guarantee from the Principal against defective materials and workmanship
in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during
the period of 06/10/2010 thru 06/10/2012 because of defective materials or workmanship in connection with
said contract of which defectiveness the Obligee shall give the Principal and Surety written notice within (30)
thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the
expiration of the maintenance period provided for herein.

Witness Deborah Blasing

Witness Paula K Eby

MANSFIELD CEMENT FLOORING JACK JUNG AND ANDY WALKER, INC.

[Signature]

INTERNATIONAL FIDELITY INSURANCE COMPANY

Amy M. Perdue
Amy M. Perdue
Attorney-in-Fact

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

PAULA M. EBY, WILLIAM D. MUSIC, JR., AMY M. PERDUE, JACK E. KEHL, JR., DAVID N. DOUB,
MARY K. CRIST

Columbus, OH.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



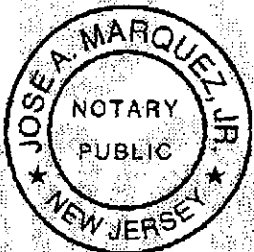
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of June 2010

Assistant Secretary

INTERNATIONAL FIDELITY INSURANCE COMPANY
 ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2009

ASSETS

Bonds (Amortized Value)	\$55,044,308
Common Stocks (Market Value)	52,514,550
Mortgage Loans on Real Estate	183,000
Cash & Bank Deposits	100,651,263
Short Term Investments	33,926
Other Invested Assets	4,000,000
Unpaid Premiums & Assumed Balances	5,820,812
Reinsurance Recoverable from Reinsurers	385,409
Electronic Data Processing Equipment	227,201
Investment Income Due and Accrued	479,074
Current Federal & Foreign Income Tax Recoverable & Interest Thereon	1,331,490
Net Deferred Tax Assets	5,100,000
Other Assets	<u>2,151,913</u>
TOTAL ASSETS	<u>\$227,922,945</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$19,061,512
Loss Adjustment Expenses	4,934,305
Contingent Commissions & Other Similar Charges	3,494,103
Other Expenses (Excluding Taxes, Licenses and Fees)	3,790,080
Taxes, Licenses & Fees (Excluding Federal Income Tax)	864,178
Unearned Premiums	30,125,567
Dividends Declared & Unpaid: Policyholders	484,708
Ceded Reinsurance Premiums Payable	2,340,573
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	73,268,661
Provisions for Reinsurance	4,173
Other Liabilities	<u>3,816</u>
TOTAL LIABILITIES	<u>\$138,372,707</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	<u>71,675,639</u>
Surplus as Regards Policyholders	<u>\$89,550,239</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$227,922,946</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2009, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2010.

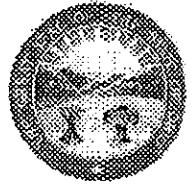
INTERNATIONAL FIDELITY INSURANCE COMPANY

Office of Financial
Regulation Services
50 West Town Street
Third Floor- Suite 300
Columbus, Ohio 43215
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

Ted Strickland - Governor
Mary Jo Hudson - Director

Certificate of Compliance



Issued	03/22/10
Effective	04/02/10
Expires	04/01/11

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

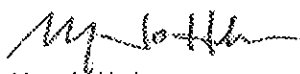
INTERNATIONAL FIDELITY INSURANCE

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)
Fidelity
Surety

INTERNATIONAL FIDELITY INSURANCE certified in its annual statement to this Department as of December 31, 2009 that it has admitted assets in the amount of \$227,922,945, liabilities in the amount of \$138,372,707, and surplus of at least \$89,550,239.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.


Mary Jo Hudson
Director

