

2021-281 Exhibit A

BOND NUMBER: 6072269

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT DENNIS ALBER EXCAVATING, INC., (hereinafter referred to as the PRINCIPAL), and OHIO FARMERS INSURANCE CO., a corporation organized under the laws of the State of OHIO, having its principal place of business in the City of WESTFIELD CENTER, (hereinafter referred to as the SURETY) , are held firmly bound unto the EXECUTIVE OF THE COUNTY OF SUMMIT, OHIO, (hereinafter called the OBLIGEE), in the sum of **One Hundred Twenty Five Thousand Nine Hundred Forty Seven Dollars (\$125,947.00)**, for the payment whereof to the OBLIGEE, the PRINCIPAL binds himself, herself, themselves, itself, his, her, their, its heirs, administrators, executors, successors and assigns and the SURETY binds itself, its successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, said PRINCIPAL has presented the record plat of the **Estates of Bath Phase IIB** located in **Bath Township**, County of Summit, Ohio, to the OBLIGEE for his approval, and for the dedication and establishment of the streets, roads, and public ways shown on said record plat, and for the acceptance of the same and the easements shown thereon for public uses; this bond is for coverage relating to STORM SEWER (X), EARTHWORK (X), RESTORATION (X), PAVING (X), MISCELLANEOUS (X), as itemized and on file with the Summit County Engineer.

WHEREAS, the Summit County Planning Commission did on **January 28, 2021**, give preliminary approval of said allotment and on **February 25, 2021**, did give final approval thereto, subject to the completion of all conditions precedent as described by the Rules and Regulations of the OBLIGEE, adopted by them as made effective on

January 26, 2016, and known as the County of Summit Subdivision Regulations, made a part hereof as though fully written herein; and

WHEREAS, pursuant to Section 711.101 Revised Code, the OBLIGEE did adopt as effective January 26, 2016, certain Rules and Regulations governing the subdivision of lands in the unincorporated area of Summit County, and which did establish, among other things, standards and specifications for the construction of streets, roads, open and closed storm sewer systems, bridges and all appurtenances, and easements to these requirements, and did make the complete construction and installation of said improvements, a condition precedent to the recording of a subdivision plat in said unincorporated area; and did provide that in lieu of actual construction and installation, a performance bond be required therefore; and


WHEREAS, the County Engineer did on September 7, 2021, cause an inspection to be made of said Estates of Bath Phase IIB and did find that the required construction and installation was not complete; and did recommend a Performance Bond in the amount of \$125,947.00 DOLLARS in lieu of said required construction and installation for the said STORM SEWER (X), EARTHWORK (X), RESTORATION (X), PAVING (X), MISCELLANEOUS (X).

NOW THEREFORE, if the said PRINCIPAL shall, on or before twenty four (24) months from date of approval of the Record Plat by the Summit County Executive, construct the said STORM SEWER (X), EARTHWORK (X), RESTORATION (X), PAVING (X), MISCELLANEOUS (X) for the streets and roads shown upon said record plat of the Estates of Bath Phase IIB, whose establishment, dedication and acceptance were a condition precedent to the recording of said allotment; all in accordance with the standards and specifications set forth in the aforementioned Rules and Regulations, and to the complete satisfaction of the County Engineer and the OBLIGEE; and if said PRINCIPAL shall save said OBLIGEE harmless from any and all actions, loss, injury,

damage or liability of whatsoever nature arising by reason of the conditions of said STORM SEWER (X), EARTHWORK (X), RESTORATION (X), PAVING (X), MISCELLANEOUS (X), prior to, or during construction of said improvement, and from any and all actions, loss, injury, damage or liability of whatsoever nature which may arise or grow out of the construction of said improvement, and shall pay just and lawful claims for labor performed upon, and for material, fuel, and machinery furnished for said improvements, it being understood that this undertaking shall be for the use of any laborer, fuel, machinery or material person having a just claim, as aforesaid, as well as for the OBLIGEE; then this obligation shall be void; otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this 8th day of September, AD, 2021.

PRINCIPAL:


Greg Alber (President)

Dennis Alber Excavating, Inc.
1904 Remsen Rd.
Medina, OH 44256
(330) 239-2379

SURETY:


Michael A. McAvinue (Attorney-in-Fact)

Hertvik Insurance Group
2211 Medina Road Suite 300
Medina, OH 44256
(330) 243-2229

Please attach power of attorney and Certificate of Compliance.

General
Power
of Attorney

POWER NO. 3406611 01

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARYLYN JACKSON, MICHAEL A. MCAVINUE, G. SCOTT EWERS, ANDREW RYAN, JACLYN CANIGLIA, SAMANTHA JAKUSZEWSKI, JOINTLY OR SEVERALLY

of MEDINA and State of OH its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed THREE MILLION DOLLARS AND NO CENTS (\$3,000,000)----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 02nd day of JANUARY A.D., 2020 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 02nd day of JANUARY A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of September A.D., 2021.


Frank A. Carrino, Secretary