

Monroe A. Miller Jr.
19 Big Spruce Lane
Waynesville, NC 28786
November 18, 2014

Subject: Public Employees Schedule Bond, The Ohio Casualty Insurance Company.

The following Public Employee Schedule Bond Declaration was obtained with a Request for Public Information, and received on July 24, 2011. Subsequent recent requests for this document show no changes in the Amount of Bonds for Julie Davis or David Francis.

The Mountaineer said (word for word) in an article immediately issued after a closed session of the Board of County Commissioners on November 18, 2014, the following (Comment included)

Matthews salary, bond level set

By Vicki Hyatt | Nov 17, 2014

After a 1 hour and 45 minute closed session to discuss both property acquisition and personnel, the Haywood County Board of Commissioners emerged to pass four motions.

One was to hire David Francis, the current tax collector, for 90 days at his current salary to continue in his duties as supervising the GIS, assessor, appraiser offices and to continue overseeing the Francis Farm landfill remediation (sic) efforts.

Francis will have no supervisory roles over the tax collector's office after Dec. 1 when newly elected tax collector Mike Matthews is sworn into office. However, Francis will be available, upon Matthews request, to help with transition issues.

Matthews defeated Francis for the tax collector position in the November election.

A second motion set the salary of newly elected tax collector Mike Matthews at \$55,831 annually.

A third motion set the bond that will be required for Matthews before he can assume his new duties at \$410,000, the same amount required of the county finance officer.

The fourth motion was to purchase 25.3 acres adjoining the long-closed Francis Farm landfill for \$850,000 from owner Betty Lewis.

The property abuts the landfill where garbage was piled in right up to the county boundary, contrary to the buffer zone that must be maintained. Additionally, monitoring wells have shown the water on the Lewis property contains high levels of volatile organic compounds, Francis told the board.

Commissioners have discussed purchasing the property at previous meetings as a way to comply with state guidelines and handle the required mitigation measures.

Comments (1)

Posted by: Jeremy Blaine Davis | Nov 18, 2014 05:57

As usual the local papers print factual information without pertinent details, which lead we the people to believe that no wrong doing has occurred when Indeed it has. It should be noted that the current bond required by the county financial officer is \$50,000.00 according to the county website. The commissioners voted to raise her bond so that it did not look as if they were unfairly targeting the newly elected tax collector which they were.

All the commissioners should be thrown out of office for working an end around the will of the people. They are trying to price mike matthews out of office by setting a bond level so high it can not be obtained. As best as I can tell the highest bond ever imposed on a NC tax collector has been \$100,000.00, this is a shame and it shows our commissioners true colors. At this point they have acted like a small child pitching a fit because they did not get their way.

Jeremy davis
bethel

The bond required for Mike Mathews should be the same as it has been for David Francis all these years, and not an artificially raised value of \$410,000.

Monroe Miller
Haywood County Taxpayer.



- March -

JUN 24 2011

The Ohio Casualty Insurance Company

136 North Third St., Hamilton, Ohio 45025

PUBLIC EMPLOYERS SCHEDULE BOND

BOND NO. 3 922 663

DECLARATIONS

Item 1. Name of Obligor State of North Carolina through Haywood County
of 215 N. Main Street, Courthouse Annex, Waynesville, NC 28786-3845

Item 2. Bond Period: from the beginning of July 1, 2006
(month, day and year)
to 12:01 A.M. 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:

1. ITEM NO.	2. NAME OR POSITION	3. LOCATION	4. No. of Positions Bonded	5. Amount of Bond For Each	6. PREMIUM
1.	Finance Director		1	\$50,000	\$175.00
2.	Tax Collector		1	\$100,000	\$350.00
3.	Register of Deeds		1	\$10,000	\$50.00
4.	Assistant Register of Deeds		1	\$10,000	\$50.00
				Total Bond Amount	\$170,000.

(If space insufficient, continue on attached sheet)

Total Premium \$ 625.00

Item 4. The Obligor, by the acceptance of this Bond, gives notice to the Surety terminating or canceling prior bond(s) No(s).
Fidelity and Deposit Company of Maryland, Bond #08250347
Such termination or cancellation to be effective as of the time this Bond becomes effective.

SIGNED, SEALED and DATED this 15th day of August, 2006

The Ohio Casualty Insurance Company
By Maryann Dark
Maryann Dark Attorney-in-fact

The Ohio Casualty Insurance Company, hereinafter called 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 Obligor for direct loss through the failure of any person now or hereafter filling any position named in Item 3 of the Declarations, acting alone or in collusion with others, to perform faithfully his duties during the period that this bond is in force. The amount of indemnity on each position is limited to that amount set forth in Column 5 opposite the name of that position in Item 3 of the Declarations.

This bond is executed and accepted subject to the agreements and limitations set forth in Section A hereof, and to the conditions set forth in Section B hereof, which conditions shall be conditions precedent to recovery hereunder.

Section A-

Continuation FIRST: This bond, if written for a definite term, may be continued in force from time to time by continuation certificate executed by the Surety.

Liability Non-Cumulative SECOND: Regardless of the number of years this bond shall continue or be continued in force, and of the number of

annual premiums that shall be payable or paid, the Surety shall not be liable hereunder on account of defaults as aforesaid committed: (a) by any person filling any position covered hereunder for a larger amount in the aggregate than the amount set opposite the name of such position in Item 3 of the Declarations, or for which added thereto; or (b) by any person filling, at the same time or at different times, two or more positions covered hereunder in the same amount, for more in the aggregate than said last mentioned amount; or (c) by any person filling, at the same time or at different times, two or more positions covered hereunder in different amounts, for more in the aggregate than the larger or largest of said last mentioned amounts.

Addition of New Positions THIRD: If the Obligor shall request the Surety to add to Item 3 of the Declarations any position not named therein, and the Surety shall elect so to do, the Surety shall add the name of such position to Item 3 of the Declarations by written acceptance setting forth the amount of suretyship and the time from which effective.

Cancellation FOURTH: Either the Surety or the Obligor may cancel this bond as an entirety or as to any person or position, by written notice served upon the other, and specifying therein the effective date of such cancellation. Such date, if the notice be served by the Surety, shall be not less than twenty-five days after such service. In case of cancellation the Surety shall, on written demand, refund to the Obligor any unearned premium, but any premium refunded on account of any position covered hereunder shall be repaid to the Surety in case of payment of loss on account of such position.

Termination as to Employee FIFTH: This bond shall terminate as to future acts of any person filling any position covered hereunder immediately upon discovery by the obligee of the failure of any such person to faithfully perform his duties.

Obligor Required to Cover all Positions of the Same Designation SIXTH: In case all of the positions of the same designation are not covered hereunder, then the liability of the Surety on account of any person filling any position of such designation shall not exceed in the aggregate the quotient resulting from dividing the sum total of the amounts carried hereunder on such positions by the number of such positions.

SECTION B-

Notice to Surety of Loss FIRST: The Obligor shall notify the Surety of any default hereunder on the part of any person filling any position covered hereunder, within a reasonable time after discovery thereof by the Obligor, or if a corporation, by any director thereof by the Obligor, or if a corporation, by director thereof by any officer thereof not in collusion with such person. Such notice shall set forth the name and address of the person causing such loss and the position filled by such person.

Filing of Claim SECOND: Within ninety days after discovery as aforesaid of any default hereunder, the Obligor shall file with the Surety affirmative proof of loss, itemized and duly sworn to, on proof of loss form in use by the Surety, and shall, if requested by the Surety, produce from time to time, for examination by its representatives, all books, documents and records pertaining to such default.

Filing of Suit THIRD: Any suit to recover against the Surety on account of loss hereunder shall be brought before the expiration of twelve months from the discovery, as aforesaid, of such default.

Statutory Limitations FOURTH: If any limitation herein for giving notice, filing proof of loss or bringing suit is prohibited or made void by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Riders FIFTH: The liability of the Surety hereunder is subject to the terms and conditions of the following riders attached thereto:

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 39-306

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appoint Judie Chisolm or Maryama Dark of Charlotte, North Carolina its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TWO MILLION (\$2,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **21st day of April, 2006**.



Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this **21st day of April, 2006** before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Companies aforesaid, and that the seals affixed to the said instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Cheryl S. Gregory
Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof.

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **15th day of August, 2006**



S-4300 3/99

Mad S. Schmitt
Assistant Secretary