

RESOLUTION # 17-11

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR

FIRE AND EXTENDED COVERAGE INSURANCE FOR:

- **DEPTFORD PARK APARTMENTS**
- **CARINO PARK APARTMENTS**
- **PROJECT 204-1, SINGLE FAMILY DWELLING UNITS**

WHEREAS, the Housing Authority of Gloucester County has need for Fire and Extended Coverage Insurance; and

WHEREAS, the Housing Authority of Gloucester County has solicited bids for Fire and Extended Coverage Insurance through public advertisement; and

WHEREAS, the Housing Authority of Gloucester County has received and reviewed the bids received; and

WHEREAS, the lowest responsive bidder for such services is **NATHAN LANE AGENCY** at a premium of **\$52,190.00** and is proper and responsive to the specifications; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the contract bid received from **NATHAN LANE AGENCY** be and is hereby approved; and

IT IS FURTHER RESOLVED that the Executive Director be and is hereby authorized to execute a contract for Fire and Extended Coverage Insurance, in accordance with the proposal received and the bid tabulation attached hereto for the contract amount of **\$52,190.00** from **March 1, 2017 to March 1st, 2018**, subject to counsel review and verification; and

BE IT FURTHER RESOLVED that a brief notice stating the nature, duration, service and amount of the contract and that this resolution and the contract are on file and available for public inspection in the office of the Executive Director and shall be published once in the Gloucester County Times pursuant to the requirements of the local Public Contracts Law.

ADOPTED at a Regular Meeting of the Housing Authority of Gloucester County, held on the 25TH day of JANUARY, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: FEBRUARY 22ND, 2017

HOUSING AUTHORITY OF GLOUCESTER COUNTY
IFB 17-002

Submitted By: Nathan Lane Agency, Inc.

BY: Robert Lane - President [Signature]
Name and Title (Signature)

Address: 545 Goffle Road, Wyckoff, N.J. 07481

Phone No: 201-444-5700

DATE: 2/7/2017

PROPOSAL FOR FIRE AND EXTENDED COVERAGE INSURANCE

Fire and Extended Coverage insurance shall be written on a Blanket basis, with an Agreed Amount Clause and without a Pro Rata Distribution Clause; the policy to cover all property of the Housing Authority of Gloucester County in the amounts and at the locations specified in the attached "Statement of Locations" form.

Bid Item 1 to include cost of Coverage for "Loss of rents".

I (We) hereby propose to provide Fire & Extended insurance coverage for the Housing Authority of Gloucester County

MUST DESIGNATE PREMIUM FOR EACH PROJECT

1.	<u>Gross Premium</u>	<u>Deductible</u>
One Year Premium		
• 62 Houses	\$ <u>31,906.00</u>	\$ <u>5,000.00</u>
• Carino Park Apts	\$ <u>8,700.00</u>	\$ <u>5,000.00</u>
• Deptford Park Apts	\$ <u>8,624.00</u>	\$ <u>5,000.00</u>
• Office Space Rental	\$ <u>1,909.00</u>	\$ <u>5,000.00</u>
Terrorism*	\$ <u>N/C</u>	\$ <u></u>
Boiler & Machinery*	\$ <u>1,051.00</u>	\$ <u>5,000.00</u>
TOTAL	\$ <u>52,190.00</u>	(INCLUDE TOTAL ON PROPOSAL COVERSHEET)
(Also on Blue cover sheet)		WITH RENT LOSS COVERAGE

*Must indicate what items the Terrorism insurance covers.

*Must indicate what sites the Boiler and Machinery insurance covers.

Terrorism coverage applicable to all locations

Boiler & Machinery coverage applicable to Carino Park Apartments and Deptford Park Apartments.



RESOLUTION # 17- 12

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY *and*
DELSEA HOUSING ASSOCIATES URBAN RENEWAL, LLC for the**

CAMP SALUTE AFFORDABLE HOUSING PROJECT

WHEREAS, pursuant to Resolution #15-54, the Housing Authority of Gloucester County is committed to providing 19 Project Based Vouchers (PBV) for the **Camp Salute Affordable Housing Project**; and

WHEREAS, the HAGC realizes there is a need to create and/or expand Affordable Housing for Veterans, Disabled Veterans and Homeless Veterans; and

THEREFORE, in accordance with the attached Agreement, the Executive Director be and is hereby authorized to execute any necessary or required documentation that may be required; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director be and hereby is authorized to enter into and execute an Affordable Housing Assistance Program (AHAP), subject to approval of the Subsidy Layering Review by the Department of Housing and Urban Development (HUD).

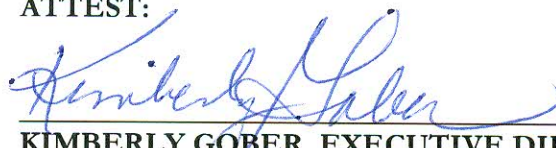
ADOPTED at a Meeting of the Housing Authority of Gloucester County
Held on February 22nd, 2017.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

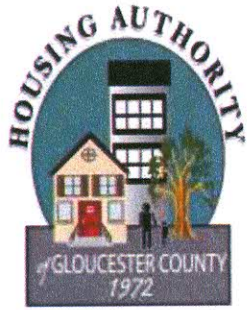
BY: 

WILLIAM W BAIN JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: FEBRUARY 22ND, 2017



WILLIAM W. BAIN JR • Chairman
BETTY JANE PURNELL • Commissioner
BRENDEN GAROZZO • Commissioner
SCOTT H KINTZING • Treasurer

DANIEL REED • Vice Chairman
FRANK SMITH • Commissioner
JOHN GIOVANNITTI • Commissioner
KIMBERLY GOBER • Secretary-Executive Director

AGREEMENT TO PROVIDE PROJECT BASED VOUCHERS TO THE CAMP SALUTE PROJECT IN CLAYTON NEW JERSEY

This Agreement/Commitment between The Housing Authority of Gloucester County and Delsea Housing Associates Urban Renewal, LLC is authorized pursuant to Resolution # 17-12 as approved at the Regular Board Meeting held on February 22nd, 2017

The terms of this Agreement/ Commitment are as follows:

- The type of vouchers : Housing Choice Voucher (HCV) Project Based
- The number of vouchers : 19
- The term of vouchers : 15 years
- The Subsidy Amount : the Fair Market Rate (FMR)
- The Tenant Population: The vouchers shall be used for units that are rented to households that contain veterans, homeless veterans, or disabled veterans.
- No replacement of parties without the consent of the Housing Authority of Gloucester County (HAGC).
- This commitment is issued to Delsea Housing Associates Urban Renewal, LLC
- Compliance with 24 CFR 983.154 and all other applicable state or federal requirements

Kimberly Gober, Executive Director
The Housing Authority of GC

Date

Charles Lewis, Senior Vice President
Conifer Realty, LLC

Date

Bernadette Blackstock, President
People for People Foundation of GC, Inc.

Date



RESOLUTION #17-13

**RESOLUTION AWARDING
PROFESSIONAL CONSULTING SERVICES
FOR THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BDO PHA FINANCE

WHEREAS, there exists a need for the designation of a PROFESSIONAL CONSULTING SERVICE to provide financial services for the Housing Authority of Gloucester County; and

WHEREAS, the Housing Authority of Gloucester County has expressed that need to include the following services;

- Provide general technical assistance to implement GAAP, GASB and HUD regulations
- Assist with the general ledger analysis
- Other assistance as requested

WHEREAS, BDO PHA FINANCE has supplied a proposal and pursuant to the directions of the Department of Housing and Urban Development, the Housing Authority of Gloucester County has found it to be in their best interest to retain the services of BDO PHA FINANCE.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County, that the Executive Director is hereby authorized to negotiate, execute and sign the agreement attached and to require BDO PHA FINANCE to provide these Services for a fee not to exceed \$12,000.00

ADOPTED at the Regular Meeting of the Board of Commissioners held on the 22nd of February, 2017.

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:



KIMBERLY GOBER, EXECUTIVE DIRECTOR

DATED: FEBRUARY 22ND, 2017

2/13/2017

Ms. Kimberly Gober
Executive Director
Housing Authority of Gloucester County
100 Pop Moylan Blvd.
Deptford NJ 08096

Dear Ms. Gober,

Thank you for allowing us to propose on this very important work for the Housing Authority of Gloucester County (HAGC). The purpose of this letter is to briefly summarize our understanding of the professional consulting services for which we are being engaged. In addition, we would like to confirm our billing rates and payment terms.

Proposed Services

We anticipate that our professional consulting services will include the following based on the information provided by the HAGC:

- Provide general technical assistance to implement GAAP, GASB and HUD regulations
- Assist with general ledger analysis
- Other assistance as requested

E-mail Communication

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed or otherwise used or communicated by an unintended third party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity, resulting from the use of e-mail transmissions, including any consequential, incidental, direct or indirect or special damages, such as loss of sales or anticipated profits or disclosure or communication of confidential or proprietary information.



Ms. Kimberly Gober
Housing Authority of Gloucester County
2/13/2017
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Fees

Our fees in connection with the above services will be as follows:

Any work required outside the scope of this engagement will be billed at standard firm rates as noted below, plus travel and out-of-pocket costs.

Service

	Hourly Rate
Partner	\$200-\$205
Director	\$190-\$195
Manager	\$155-\$185
Senior	\$100-\$150
Associate	\$85-\$95

Charges for our professional services, including expenses, will be billed monthly and are payable upon receipt. You shall also pay any collection costs incurred by BDO to collect the account balance, including court costs, collection fees, or attorney fees.

We have the right to stop working at any time in which our fees become past due. Amounts outstanding for more than 60 days are subject to interest at 12% per annum.

Any dispute with respect to the hours, rates, or expenses contained in our invoices must be registered within 30 days of receipt. If no dispute is registered within 30 days, the invoice will be deemed undisputed.

For the term of the contract or for a period of six months following any termination, The HAGC shall not directly or indirectly hire, solicit or encourage any employee to leave BDO's employment or hire away such employee who has left BDO's employment within six months of such employment. In the event The HAGC does directly or indirectly hire, solicit or encourage an employee to leave BDO or hire away such employee who has left BDO employment within one year of such employment, The HAGC shall pay to BDO 100% of the current or most recent compensation package being paid or had been being paid to that employee of BDO. Such payment would be due immediately.

Any controversy or claim arising out of, or relating to, this agreement or the services provided by BDO pursuant thereto (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of the parties to this agreement) shall be submitted first to voluntary mediation, and if mediation is not successful, then to binding arbitration, in accordance with the dispute resolution procedures set forth in Attachment I to this agreement. Judgment on any arbitration award may be entered in any court having proper jurisdiction.



Ms. Kimberly Gober
Housing Authority of Gloucester County
2/13/2017
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You should be aware that professional services under this agreement may be provided to you by a non-licensee owner, that is, by an owner of the firm who, because of his or her specialty, is not individually licensed as a Certified Public Accountant.

Conflicts of Interest

We are not aware of any conflicts of interest with respect to performance of the aforementioned services. We are not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform you promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us that, in our judgment, would impair our ability to perform objectively. Additionally, our engagement by you on this matter will in no way preclude us from being engaged by any other party in the future.

Indemnification and Limitation of Liability

BDO will not be liable for punitive, exemplary, special, incidental, consequential or similar damages, even if we have been advised of the possibility of such damages. Furthermore, in no event whatsoever shall BDO's total liability pursuant to this agreement exceed the fees received by BDO pursuant to this agreement.

Miscellaneous

If any portion of this agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the agreement shall be revised to the minimum extent required to make such void, invalid or otherwise unenforceable portion of the agreement enforceable and the revised agreement shall remain in effect.

* * * * *



BDO PHA FINANCE

Tel: 215-564-1900
Fax: 215-564-3940
www.bdophafinance.com

1801 Market Street, 17th Floor
Philadelphia, PA 19103

Ms. Kimberly Gober
Housing Authority of Gloucester County
2/13/2017
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We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Please sign below and return one copy to us. We look forward to working with you.

Very truly yours,

Brian D. Alten, CPA, Partner
BDO USA, LLP

ACKNOWLEDGED:

Housing Authority of Gloucester County

By: _____
Housing Authority of Gloucester County

Date: _____

DISPUTE RESOLUTION PROCEDURE

If any dispute, controversy, or claim arises out of, relates to, or results from the performance or breach of this agreement, excluding claims for non-monetary or equitable relief (collectively, the "Dispute"), either party may, upon written notice to the other party, request non-binding mediation. A recipient party of such notice may waive its option to resolve such Dispute by non-binding mediation by providing written notice to the party requesting mediation and then such parties hereto shall resolve such Dispute by binding arbitration as described below. Such mediation shall be assisted by a neutral mediator acceptable to both parties and shall require the commercially reasonable efforts of the parties to discuss with each other in good faith their respective positions and different interests to finally resolve such Dispute. If the parties are unable to agree on a mediator within twenty (20) days from delivery of the written notice, either party may invoke the mediation service of the American Arbitration Association (the "AAA").

Each party may disclose any facts to the other party or to the mediator that it, in good faith, considers reasonably necessary to resolve the Dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties.

Unless waived, such mediation shall conclude after the parties have engaged in good faith settlement negotiations, but nonetheless are unable to resolve the Dispute through the mediation process. The attorneys' fees and costs incurred by each party in such mediation shall be borne solely by such party, except that the fees and expenses of the mediator, if any, shall be borne equally by the parties.

Any Dispute not resolved first by mediation between the parties (or if the mediation process is waived as provided herein) shall be decided by binding arbitration. The arbitration proceeding shall take place in New York, NY, unless the parties agree in writing to a different locale. The arbitration shall be governed by the provisions of the laws of the state in which the arbitration is to take place (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of such state shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that the Arbitration Panel (as defined below) shall permit discovery that is consistent with the scope of discovery typically permitted by the Federal Rules of Civil Procedure and/or is otherwise customary in light of the complexity of the Dispute and the amount in controversy. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below).

The arbitration shall be conducted before a panel of three persons, one selected by each party, and the third selected by the two party-selected arbitrators (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The

ATTACHMENT I

parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue in writing findings of fact and conclusions of law. The Arbitration Panel shall not have authority to grant an award that is not supported by substantial evidence or that is based on an error of law, and such absence of substantial evidence or such error of law may be reviewed on appeal to vacate an award based on the standard of review otherwise applicable in the Federal Appellate Court responsible for the jurisdiction in which the arbitration is venued, and without regard to any heightened standard of review otherwise applicable to an arbitration decision rendered by the AAA. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. No payment of any award or posting of any bond of any kind whatsoever is required to be made or posted until such Dispute is finally determined.

In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same Dispute would be barred by the applicable statute of limitations or repose. For the purposes of applying the statute of limitations or repose, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such Dispute.

RESOLUTION #17-14

**RESOLUTION AUTHORIZING APPLICATION FOR FUNDS
ADVERTISED IN HUD NOFA**

FAMILY SELF SUFFICIENCY (FSS) PROGRAM COORDINATOR FUNDING

WHEREAS, the Housing Authority of Gloucester County has heretofore participated in a Family Self Sufficiency (FSS) Program in its Rental Certificate/Housing Choice Voucher and Public Housing Programs; and

WHEREAS, the Housing Authority of Gloucester County has previously applied for and received funding to pay the salaries of the FSS Program Coordinator; and

WHEREAS, the United States Department for Housing and Urban Development has indicated that funding to pay the salary of the FSS Program Coordinator may be available upon response to a HUD Notification of Fund Availability (NOFA), and filing of an application by the Housing Authority of Gloucester County; and

WHEREAS, in order to continue to provide FSS services to our very low income citizens, the Housing Authority of Gloucester County has determined to further participate in said programs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to prepare and file with the Department of HUD an application to continue funding the salary for one (1) renewal position *and* one (1) new position of Housing Choice Vouchers FSS Program Coordinators for one year; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to arrange for "Memoranda of Understanding" or other programmatic required documents as may be necessary.

ADOPTED at a Meeting of the Housing Authority of Gloucester County, held on the 22ND day of February, 2017.

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:


KIMBERLY GOBER, SECRETARY

DATED: FEBRUARY 22ND, 2017

**RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS
TO THE OPEN PUBLIC MEETINGS ACT**

WHEREAS, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in “Executive Session”, i.e. without the public being permitted to attend and:

WHEREAS, the Housing Authority of Gloucester County has determined that _____issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on January 25th, 2017 at 4:30 P.M. and;

WHEREAS, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **“Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion”** the legal citation to the provision at issue
is _____ and the nature of the matter described as specifically as possible without undermining the need for confidentiality
is _____

- 2) **“Any matter in which the release of information would impair a right to receive funds from the federal government.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality
is _____

- 3) **“Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual’s personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality
is _____

- 4) **“Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body.”** The collective bargaining contract(s) discussed are between the Board
and _____

- 5) **“Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.”**The nature of the matter, described as specifically as possible without undermining the need for confidentiality
is _____

- 6) **“Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.”** The nature of the matter, described as specifically as possible without undermining the need for confidentiality
is _____

- 7) **“Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.”** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are _____

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is _____

- 8) **“ Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.”**

Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are

- 9) **“ Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.”**

The nature of the matter, described as specifically as possible without undermining the need for confidentiality
is _____

WHEREAS, the length of the Executive Session is estimated to be _____ minutes after which the public meeting of the Housing Authority of Gloucester County shall (circle one) reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED that the Secretary, at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this , shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT IT'S PUBLIC MEETING HELD ON FEBRUARY 22ND, 2017

ADOPTED at the Regular Meeting of the Board of Commissioners held on the 22TH of February, 2017

THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:


WILLIAM W BAIN, JR. , CHAIRMAN

ATTEST:

KIMBERLY GOBER, SECRETARY

DATED: FEBRUARY 22ND, 2017