

**CITY OF MARATHON, FLORIDA
RESOLUTION 2014-102**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CONTRACT FOR WASTEWATER OPERATIONS AND MAINTENANCE SERVICES WITH SEVERN TRENT SERVICES, INC., IN THE AMOUNT OF \$935,153; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT FOR SUCH SERVICES AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the City of Marathon (the “City”) notification of the Award of Bid dated August 13, 2014, Severn Trent Environmental Services, Inc. (Severn Trent), requested negotiation of terms of the Contract for Wastewater Operations and Maintenance Services; and

WHEREAS, the City has accepted terms following negotiations with Severn Trent for a Contract in the form attached as Exhibit “A”; and

WHEREAS, the City Council desires to approve a Contract as attached in Exhibit “A” for Wastewater Operations and Maintenance Services with Severn Trent as required for the operation and maintenance of the City’s Wastewater facilities for service areas 5, 4 and 3, in the amount of \$935,153.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and are incorporated herein.


Section 2. The Contract between the City and Severn Trent for Wastewater Operations and Maintenance Services attached hereto as Exhibit “A” in the amount of \$935,153, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

Section 3. The City Manager is authorized to execute the Contract with Severn Trent and expend budgeted funds on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 26th day of August, 2014.

THE CITY OF MARATHON, FLORIDA



Mayor Dick Ramsay

AYES: Bartus, Bull, Keating, Senmartin, Ramsay
NOES: None
ABSENT: None
ABSTAIN: None

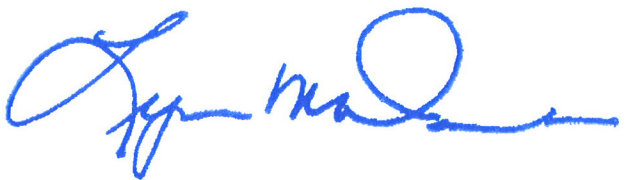
ATTEST:



Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



Lynn M. Dannheisser, City Attorney

CITY OF MARATHON

COPY

**CONTRACT FOR
WASTEWATER FACILITIES OPERATIONS AND MAINTENANCE SERVICES**

THIS CONTRACT (the "Contract") is dated this 26 day of August 2014 by and between the CITY OF MARATHON, FLORIDA (hereinafter called the "CITY") and Severn Trent Environmental Services, Inc. (hereinafter called "OPERATOR") whose corporate offices are located at: 16337 Park Row, Houston, Texas 77084 and whose Florida offices are located at: 4837 Swift Road, Suite 100, Sarasota, FL 34231.

Recitals

WHEREAS, the City is the owner of municipal wastewater treatment facilities which include wastewater treatment plants and vacuum collection systems, herein described as the City of Marathon Wastewater System (the "Facilities"); and

WHEREAS, the City and Operator in consideration of the mutual covenants hereinafter set forth, and subject to the terms and conditions herein stated, the parties agree as follows:

Article 1. Scope of Work. The OPERATOR shall furnish all Work as specified in the Contract Documents. The work is generally described as WASTEWATER OPERATIONS AND MAINTENANCE SERVICES.

Article 2. Compensation/Payment. Operator shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.1 Operator shall submit copies of timesheets, logbooks, reports and all receipts and other documentation supporting invoice Work.

2.2 The Operator shall be compensated on a monthly basis for 1/12th of the Lump Sum price in accordance with the Bid Form specified on Exhibit 1 (Bid Form) and A-1 Bid Tabulation **based upon the actual Work completed for the month.**

2.3 The City shall make payment of said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

Article 3. Term. This Contract shall be effective upon execution by both parties.

3.1 This Contract shall remain in effect for one year from the date of execution unless terminated earlier in accordance with this Contract.

3.2 The City Manager may, at his/her sole option, extend this Contract on the same terms and conditions for three (3) additional one-year term extensions by written notice delivered at least sixty (60) days prior to termination of this Contract. Any such extension shall be subject to Operator's written approval.

Article 4. Operator's Responsibilities. The Operator has carefully examined the Scope of Work; the area for the Work contemplated on the Invitation to Bid (ITB) and has made sufficient investigations to fully satisfy himself as to site conditions, and assumes full responsibility for all related Scope of Work.

4.1 The Operator's Work shall consist of all labor, materials, supplies, supervision, equipment, licenses, insurances and incidentals, required for operating and maintaining three City wastewater facility(ies) as requested herein in strict accordance with all applicable federal, state and local laws, ordinances and regulations.

4.2 The Operator shall perform the Work on the ITB on Monday through Sundays, from 8:00 a.m. to 5:00 p.m. as described on the ITB.

4.3 OPERATOR shall perform all Maintenance and Repair on the Facilities, including activities associated with routine, usual and customary repairs, corrective maintenance and repairs between the hours of 8:00 a.m. and 5:00 p.m., and shall have the capability to perform emergency repairs on components of the treatment and disposal systems at any time, including weekends and holidays.

4.4 OPERATOR shall provide documentation reporting for each incident that occurs with a wastewater treatment facility or the collection system within forty eight (48) hours of such incident.

4.5 The Operator shall notify the City immediately upon change of staffing and seek approval for each change.

4.6 The Operator shall maintain applicable license(s) and provide City with all license renewals within ten (10) calendar days of expiration date. Additionally, licenses shall be posted at the City's facility as required for compliance with State or City laws or regulations.

4.7 The Operator shall maintain registration with the City Building Department and renew registration as applicable.

4.8 Operator shall secure and pay for all training, permits, fees, licenses, and inspections necessary for the execution of the Work. Upon termination of this Contract for any reason, Operator shall transfer such permits, if any, and if allowed by law, to the City.

4.7 The Operator hereby certifies its capability of and license to perform all required Work including clean-up from City premises in a neat and timely manner immediately following completion of Work. Operator agrees to leave City premises in the same or better condition as provided. The Operator agrees that the Work shall be performed in such a manner as to provide a minimum of inconvenience and odors to any neighboring community or resident residing in the area. Any debris or other material spilled shall be immediately removed, cleaned and treated with hydrated lime or other method, including the area and surrounding area as acceptable to the City. Each wastewater facility shall be cleaned daily to the satisfaction of the City.

4.8 The Operator shall continuously maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this contract.

4.9 The Operator shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969,

and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

4.10 The Operator shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work.

4.11 Operator shall assume responsibility for payment of any penalties, fines, damages or recovery costs and the City's expenses, including attorney's fees, expenses and costs, to defend any claim from Federal or State agencies arising out of, related to or resulting from Operator's violations of any laws and permits including permit non-compliance, faulty operation or operation not in conformance with Applicable Law or the Permit.

4.12 In the event that the City is charged with a compliance violation by the FDEP, the Operator shall pay a penalty of \$2,500 for each occurrence.

4.13 Operator shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract.

4.13 The Operator shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights, protective devices and danger signals on or near the Work, signage, barricades, or indication of other hazards and obstructions to traffic, and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work. The Operator shall provide all tools and equipment necessary for maintenance of traffic as required by the Work.

4.14 The Operator shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the City and of any land adjoining any work sites), which may be caused by Operator. The Operator shall, at all times while the Work is in progress, use extraordinary care to see that adjacent property, whether real or personal, is not endangered in any way by reason of fire, water, or sludge, and shall take all necessary or directed steps, to protect all property. The same care shall be exercised by all employees of the Operator and subcontractors.

4.15 Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Operator. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced. The Operator shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to impacting and shall be held strictly liable to the affected utility if any such appurtenances are disturbed, damaged or covered up during the course of the Work.

4.16 The Operator is prohibited from placing advertising on the City's property.

4.17 The Operator shall disclose all existing private contracts within the municipal limits of the City of Marathon. The Operator shall have a continuing obligation to provide notice to the City and seek prior approval by the City for services performed on private property.

Article 5. Performance Measurements. The parties hereby agree to the following performance guidelines.

5.1 Provide completion of preventative maintenance activities on a monthly basis.

5.2 Provide monthly pm activity schedule for each of the City's wastewater facilities.

- 5.3 Inspect 1,429 vacuum pits at a minimum of one time per year (out of 1,429 vacuum pits).
- 5.4 Exercise 670 gate valves at a minimum of one time per year (out of 670 gate valves).
- 5.5 Wastewater Facility Monthly Operating Report on or before the 25th day of the month for the prior month's data. Provide courteous responses to customer calls for service within an average of 45 minutes of initial call.
- 5.6 Provide complete incident reporting identifying actions resolving all customer calls for service within 72 hours of initial call.

Article 6. Operator's Employees. The Operator shall at all times have a competent supervisor on site who thoroughly understands the Work, who shall, as the Operator's agent, supervise, direct and otherwise conduct the Work as directed by the City.

6.1 Operator's employees shall respond to the public in a courteous, helpful, and impartial manner.

6.2 Operator's employees shall wear a clean uniform that provides identification of both the Operator's company and the name of the employee.

6.3 Operator shall, upon receipt of a written request from the City Manager, immediately exclude any employee of Operator from providing Work under this Contract.

6.4 The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

Article 8. Vehicles and Equipment. Operator shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract.

8.1 All vehicles used by Operator to provide services under this Contract shall be painted uniformly with the name of Operator, business telephone number, and the number of the vehicle in letters legible by the public.

8.2 Any temporary or portable equipment which is provided by the Operator during the term of this Contract, and which is not deemed part of the Facilities shall be identified by the Operator by serial number, make and model, and shall remain the property of the Operator upon termination of this Contract. This equipment shall not reside at the City's wastewater facilities.

8.3 The City Manager may require the repair or replacement of equipment as reasonably necessary.

8.4 No other advertising shall be permitted on the vehicles.

Article 9. Proprietary Rights. All facility records, data, software, and information, including, but not limited to, operational procedures, operations reports, laboratory data, and budgetary and financial information shall remain the property of the City. All operating procedures and guidelines, preventative

maintenance programs, and plant evaluation reports shall, upon termination of this Contract, remain the property of the City.

Article 10. Insurance. The Operator shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the City against hazards or risks of loss as specified below.

10.1 The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida.

10.2 The insurance coverage under this Contract shall be primary insurance with respect to the City, its officials, employees, agents and volunteers, and naming the City as an additional insured.

10.3 Operator shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified herein.

10.4 A Certificate(s) of Insurance shall be provided to show the City of Marathon, Florida as a certificate holder and the certificate shall be provided to the City at the time of execution of the Contract. Insurance shall be underwritten by a firm qualified to do business in the State of Florida.

10.5 Operator shall provide copies of commercial driver's license(s) and driver's license(s) for personnel that will be responsible for transportation equipment provided herein. Copies of any changes in personnel shall be supplied to the City within three (3) calendar days.

10.6 Operator shall provide copies of certificates of insurance for Comprehensive General Liability and Business Automobile Liability insurance with limits as follows:

10.6.1 Comprehensive general liability insurance with limits of liability of not less than one million dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability with an aggregate limit of two million dollars (\$2,000,000).

10.6.2 Business Automobile Liability with minimum limits of \$1,000,000.00, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.

10.6.3 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

10.6.4 Contractors Pollution Liability Insurance with minimum limits of \$1,000,000.00 per claim, to cover operations and any resulting pollution incidents.

10.7 Operator shall provide the City Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract.

10.7.1 The City reserves the right to require the Operator to provide a certified copy of such policies, upon written request by the City.

10.7.2 If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished ~~thirty~~ (30) calendar days prior to the date of their policy expiration.

10.7.3 Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

10.7.4 Acceptance of the Certificate(s) is subject to approval of the City Manager.

10.8 The City is to be specifically included as an Additional Insured for the liability of the City resulting from operations performed by or on behalf of Operator in performance of this Contract.

10.9 Operator's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Operator's insurance.

10.10 Operator's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

10.11 All deductibles or self-insured retentions must be declared to and be approved by the City Manager. The Operator shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Article 11. Assignment and Amendment. No assignment by the Operator of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Operator hire a subcontractor to perform its duties under this Contract without prior written approval of the City Manager. This Contract may only be amended by the parties with the same formalities as this Contract.

Article 12. Non-Waiver. The approval, and/or acceptance of any part of the Work by the City shall not operate as a waiver by City of any other terms and conditions of the Contract.

Article 13. Indemnification. Operator hereby agrees to indemnify, defend and hold harmless the City, and City's officers and employees from liabilities, damages, losses and costs (including, but not limited to, reasonable attorney's fees at any level), to the extent same arise out of Operator's negligence or willful misconduct, and which are on account of or relating to the Work, the bid, any resulting contract or acts related thereto.

13.1 The provisions of this INDEMNIFICATION are solely for the benefit of the Operator and City and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13.2 This indemnification obligation shall survive the termination of this Contract.

13.4 Except with regard to third party claims arising out of bodily injury and property damage and for which Operator owes an indemnity obligation hereunder, Operator's total liability to the City for claims arising out of the performance of this Contract shall not exceed \$2,000,000.00. For those third party indemnity obligations due to bodily injury or property damage, Operator's maximum liability shall be \$5,000,000. These limitations of liability shall not apply to claims arising out of Operator's Gross Negligence or willful misconduct. In no event shall either party be liable for any indirect or consequential damages.

Article 14. Access to Public Records. The Operator shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this Contract for the refusal by the Operator to comply with Chapter 119, Florida Statutes. The Operator shall retain all records associated with this Contract for a period of three (3) years from the date of Termination.

Article 15. Inspection and Audit. During the term of this Contract and for three (3) years from the date of Termination, Operator shall allow City representatives access during reasonable business hours to Operator's records related to this Contract for the purposes of inspection or audit of such records.

15.1 If upon audit of such records, the City determines the Operator was paid for services not performed, upon receipt of written demand by the City, the Operator shall remit such payments to the City.

Article 16. No Assignment. Operator shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the City Manager. Any such assignment without prior approval shall be void ab initio.

Article 17. Applicable Law. Operator shall be solely responsible for and shall comply with all federal, state and local laws regarding the Work required hereunder.

Article 18. Termination. Either party may terminate this Contract without cause upon thirty (30) days written notice to the other party.

18.1 Upon notice of such termination, the City shall determine the amounts due to the Operator for services performed up to the date of termination. The Operator shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

18.2 After receipt of a notice of termination, and except as otherwise directed, the Operator shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

18.3 The City may terminate this Contract upon five (5) days written notice if the Operator defaults on any material term of this Contract.

Article 19. Force Majeure. Any cessation of wastewater services and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of either Party, shall not constitute a breach of this Contract and neither party shall be liable to the other or its inhabitants or customers for any damage resulting from such cessation or interruption of wastewater service.

19.1 Force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, fires, earthquakes, landslides, hurricanes, epidemics, explosions or other forces of nature, strikes, lockouts, other industrial disturbances, wars, blockades, acts of terrorism, insurrections, riots, federal, state, county and local governmental restrictions, regulations and restraints, military action, civil disturbances, or conditions in federal, state, county and local permits.

19.2 Neither party shall be liable for its failure to carry out its obligations under the contract during a period when such party is rendered unable, in whole or in part, by force majeure or inevitable accidents or occurrences to carry out such obligations, but the obligations of the party or parties relying on such force majeure shall be suspended only during the continuance of any inability

so caused and for no longer period of an unexpected or uncontrollable event, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

19.3 It is further agreed and stipulated that the right of any party to excuse its failure to perform by reason of force majeure shall be conditioned upon such party giving, to the other party, written notice of its assertion that a force majeure delay has commenced within ten (10) working days after such commencement, unless there exists good cause for failure to give such notice, in which event, failure to give such notice shall not prejudice any party's right to justify any non-performance as caused by force majeure unless the failure to give timely notice causes material prejudice to the other party.

Article 20. Choice of Law. This Contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County. This Contract and all actions thereunder shall in all respects be governed by and interpreted and enforced pursuant to the laws of the State of Florida. Any suit arising out of this Contract shall be brought in Monroe County, Middle Keys Division, Florida or U.S. Southern District Court.

Article 21. Waiver of Jury Trial and Venue. The City and Operator knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon this Contract and arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party.

Article 22. Attorneys' Fees. If either the City or Operator is required to enforce the terms of this Contract by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees together with court costs incurred in any litigation at any trial and appellate proceedings.

Article 23. Severability. Should any provision, paragraph, sentence, word, or phrase contained in this document be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

Article 24. Counterparts. This Contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

Article 25. Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

For City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-0033
Facsimile: (305) 289-4123

For Operator:

Name / Title	<u>Rich Gardner, Regional Manager</u>
Firm	<u>Severn Trent Environmental Services, Inc.</u>
Address	<u>4837 Swift Road, Suite 100</u>
City, State Zip	<u>Sarasota, FL 34231</u>
Telephone:	<u>941-925-3088 X117</u>
Facsimile:	<u>941-924-7203</u>

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

THE CITY OF MARATHON, FLORIDA



Michael Puto, City Manager

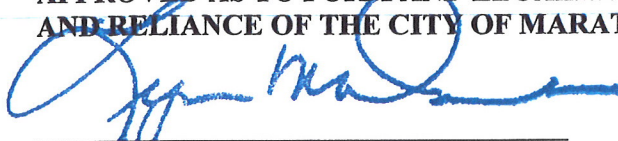
ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



City Attorney, Lynn M. Dannheisser

WITNESSES:

OPERATOR

Severn Trent Services, Inc.

Catherine M. Okerquist
Print Name: Catherine M. Okerquist

By: *[Signature]*
Print Name: Stephane Bouvier
Title: Director

Joanne Bruno
Print Name: Joanne Bruno

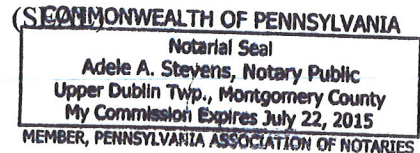
Pennsylvania
STATE OF FLORIDA }
COUNTY OF Montgomery } ss: }

The foregoing instrument was acknowledged before me this 3RD day of SEPTEMBER, 2014 by STEPHANE BOUVIER. He/she is [] personally known to me or [] who has produced _____ as identification.

Adele Stevens
Notary Public, State of ~~Florida~~ Pennsylvania

Printed name of notary public: Adele A. Stevens

Commission #: 1160389



(* In the event that the Operator is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

**UNANIMOUS CONSENT OF THE DIRECTORS
OF SEVERN TRENT ENVIRONMENTAL SERVICES, INC.**

The undersigned, being the directors of Severn Trent Environmental Services, Inc., a Texas corporation (the "**Company**"), hereby consent to the adoption of the following resolutions, such resolutions to have the same force and effect as if adopted at a duly convened meeting of the directors of the Company.

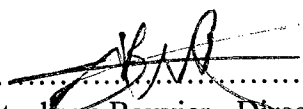
IT IS HEREBY:

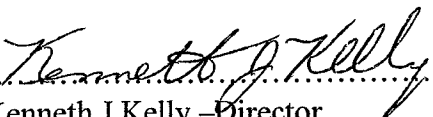
RESOLVED, after due consideration, that it is in the best interests of the Company to enter into the O&M Agreement with the City of Marathon, Florida (the "City") substantially in the form attached hereto as Exhibit A (the "Agreement"), pursuant to which the Company will provide its services to the City.

RESOLVED, that any Director of the Company be, and each of them hereby is, authorized and empowered to execute and deliver the Agreement, in the name and on behalf of the Company with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as the director executing the same shall approve (the execution and delivery thereof by any such Director shall be conclusive evidence of his or her approval of any such additions, deletions or changes).

IN WITNESS WHEREOF, the undersigned have caused this unanimous consent to be executed this *3rd* day of *September* 2014.


.....
Martin Kane - Director


.....
Stephane Bouvier - Director


.....
Kenneth J Kelly - Director