

**RESOLUTION  
BOROUGH OF CLAYTON  
APPOINTING PARKER MCCAY  
AS BOND COUNSEL FOR THE BOROUGH OF CLAYTON  
FOR THE YEAR 2017, PURSUANT TO THE LOCAL PUBLIC CONTRACTS  
LAW  
(N.J.S.A. 40A:11-1, ET SEQ.)**

**R-24-17**

**WHEREAS**, there exists a need for a Bond Counsel in the Borough of Clayton for the purpose of providing the Borough with Bond Counsel services and advice; and

**WHEREAS**, funds are or will be available for this purpose; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires the governing body of a contracting unit to public a notice in a newspaper authorized by law to publish its legal advertisements, setting forth the nature, duration, service and amount of the contract where such contract is awarded for "professional services" without competitive bidding;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Clayton as follows:

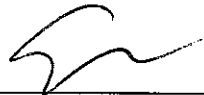
1. That Parker McCay, be hereby appointed as Bond Counsel for the Borough of Clayton, to provide services and advice to the officials of said Borough for the year 2017.
2. That the appropriate officers of the Borough of Clayton are hereby authorized to enter into the contract with the firm of Parker McCay, for Bond Counsel services above specified, for a term of one (1) year, commencing January 7, 2017, and to be paid in accordance with the 2017 budget.
3. This contract is awarded without competitive bidding as a "professional service" under the provision of the Local Public Contracts Law because the specialized training, education, experience and specialized knowledge needed for this position cannot be properly described in specifications which would have to be prepared for competitive bidding, and because the law permits agreements for professional services without public advertising and bidding

therefore.

4. A notice of the award of this contract shall forthwith be printed once in The Sentinel or South Jersey Times, the official newspaper of the Borough of Clayton, authorized by law to publish the legal advertisements of the Borough of Clayton, setting forth the nature, duration, service and amount of the contract, and further stating that this resolution and the annexed contract are on file and available for public inspection in the Office of the Clerk of the Borough of Clayton.

**ADOPTED**, at the reorganization meeting of the Mayor and Council of the Borough of Clayton on January 7, 2017.

**BOROUGH OF CLAYTON**



Thomas Bianco, Mayor

**ATTEST:**



Christine Newcomb  
Municipal Clerk

**CERTIFICATION**

I, Christine Newcomb, Municipal Clerk of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at the reorganization meeting of the Borough of Clayton, held on January 7, 2017.



Christine Newcomb  
Municipal Clerk

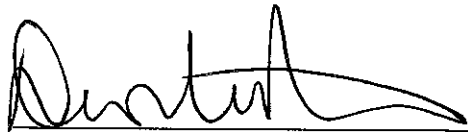
**CERTIFICATE OF AVAILABILITY OF FUNDS**

From: Donna Nestore, Chief Financial Officer, Borough of Clayton

To: Mayor and Council, Borough of Clayton

Re: Parker McCay -2017 – Bond Counsel

I hereby certify that, as of this date, adequate funds have been appropriated in the 2017 Temporary Budget (and then subsequently in the 2017 Adopted Budget) and are available to satisfy the expenditure required for the above referenced contract.

A handwritten signature in black ink, appearing to read 'Donna Nestore', is written over a horizontal line.

DONNA NESTORE  
Chief Financial Officer  
Borough of Clayton

Dated: January 7, 2017

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 7<sup>th</sup> day of January, 2017 ("Agreement") between the borough of Clayton, County of Gloucester, New Jersey and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Lawrenceville and Atlantic City, New Jersey.

## **BACKGROUND**

**WHEREAS**, the Borough of Clayton, in the County of Gloucester, New Jersey ("Borough") is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance of debt; and

**WHEREAS**, Parker McCay P.A., Mount Laurel, Lawrenceville and Atlantic City, New Jersey ("Bond Counsel") has heretofore been appointed by the Borough to provide such legal services; and

**WHEREAS**, the parties desire hereby to set forth the terms and conditions under which Bond Counsel will provide legal service for the Borough.

**NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

**Section 1.** As requested, Bond Counsel will undertake the following tasks:

- A. Bond Counsel will provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Bond Counsel will provide legal services in connection with the issuance of short-term obligations, as set forth in Section 1.D. below.
- C. Bond Counsel will provide legal services in connection with the issuance of long-term obligations, as set forth in Section 1.D. below.
- D. With respect to the issuance of short-term obligations ("Notes") and long-term obligations ("Bonds"), Bond Counsel will undertake the following tasks, as applicable and appropriate.
  1. Bond Counsel will meet with Borough officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.
  2. Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

3. Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
4. Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
5. After the sale of the Bonds or Notes, Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Bond Counsel will attend the closing with appropriate Borough officials, at which time the Bonds or notes will be delivered, payment will be made for the Bonds or Notes and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
  - a. the Bonds or Notes are legal, valid and binding obligations of the Borough enforceable in accordance with the terms thereof; and
  - b. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
    - (i) excluded from gross income for federal income tax purposes; and
    - (ii) exempt from New Jersey income tax.

In rendering the opinion, Bond Counsel will rely upon the certified proceedings and other certifications of Borough officials and other persons furnished to us without undertaking to verify the same by independent investigation.

6. Bond Counsel does not advocate the interests of the Borough or any other party in the transaction. Bond Counsel assumes that the Borough will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.

**Section 2.** The Borough will make payment to Bond Counsel for services rendered in accordance with the following schedule:

- A. For services rendered pursuant to Section 1.A above, the Borough will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$95 to \$290 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in the hourly rates. Invoices for services rendered pursuant to Section 1.A. will be forwarded to the Borough monthly.

- B. Services rendered with respect to the issuance of Notes will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$95 to \$290 per hour depending on the attorney or paralegal involved. The Borough will be advised of any changes in hourly rates. Invoices for services rendered for each transaction described in this section will be submitted after the closing of each transaction.
- C. Services rendered with respect to the issuance of Bonds will be billed at the fees set forth in Exhibit "A" attached hereto.
- D. The Borough will reimburse Bond Counsel for all out of pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing and other necessary office disbursements.
- E. This Agreement will terminate 1 year from the date first written above unless earlier terminated by mutual agreement of the parties hereto.

**Section 3.** Bond Counsel and the Borough hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of this Agreement (See Exhibit "B").

**Section 4.** A copy of Bond Counsel's New Jersey Business Registration Certificate is attached hereto as Exhibit "C" and made a part hereof.

**IN WITNESS WHEREOF**, the Borough and Bond Counsel have caused this Agreement to be duly executed by an authorized representative as of the day and year first above written.

**BOROUGH OF CLAYTON, NEW JERSEY**



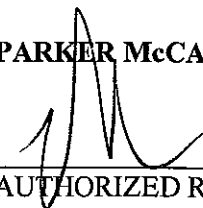
THOMAS BIANCO, Mayor

**ATTEST:**



CHRISTINE NEWCOMB, Clerk

**PARKER McCAY P.A.**



AUTHORIZED REPRESENTATIVE

## **Exhibit "A"**

### **PARKER McCAY P.A.**

#### **Bond Counsel Fee Schedule for Borough of Clayton**

##### **Bonds**

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

##### **Refunding Bonds**

To be established by separate agreement between the Township and Bond Counsel.

##### **General Public Finance and Tax Advice/Official Statement Preparation/Review**

\$95 (paralegals); \$185-\$240 (associates); \$245-\$280 (senior associates/counsel/of counsel) and \$270-\$290 (shareholders)

Below is a listing of the attorneys who are members of the public finance department.

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Susan E. Bacso	Shareholder
Jeffrey D. Winitsky	Shareholder
Stephen J. Mushinski	Of Counsel
Craig A. Gargano	Counsel
Irving G. Finkel	Senior Tax Associate
Alexis B. Batten	Senior Associate
Andrew J. Leahey	Associate

## **Exhibit "B"**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.



The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

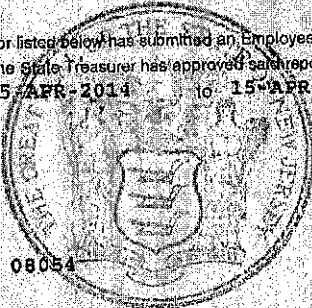
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Certification 4740

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-APR-2014** to **15-APR-2017**

**PARKER MC CAY, PA**  
**9000 MIDLANTIC DRIVE**  
**MT. LAUREL NJ 08054**




  
Andrew P. Sidamon-Eristoff  
State Treasurer

Exhibit "C"



**PARKER McCAY**

Parker McCay P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054-1539

P: 856.596.8900  
F: 856.596.9631  
www.parkermccay.com

To: New Jersey Government Contracting Units

Below please find a copy of Parker McCay's "State of New Jersey Business Registration Certificate" which is required to be kept on file in accordance with the statute P.L. 2004, Chapter 57, Business Registration Act. This law took effect on September 1, 2004.

If you have any questions or need additional information, please contact me at 856-810-5808 or crutsky@parkermccay.com.

Sincerely,



CAROLYN J. RUTSKY



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** PARKER MCCAY P.A.  
**Trade Name:**  
**Address:** 9000 MIDLANTIC DR STE 300  
MOUNT LAUREL, NJ 08054-1539  
**Certificate Number:** 1082583  
**Effective Date:** August 24, 2004  
**Date of Issuance:** January 09, 2013

**For Office Use Only:**  
20130109115631260

COUNSEL WHEN IT MATTERS.<sup>SM</sup>

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey



**PARKER McCAY**

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## **COST PROPOSAL**

**Proposed Fee Schedule for Borough Bond Counsel to the Borough of Clayton:**

### **Amount of Bonds**

### **Base Fee**

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

### **Refunding Bonds**

To be established by separate agreement between the Borough of Clayton and Bond Counsel.

### **General Public Finance and Tax Advice/Official Statement Preparation/Review**

The hourly rate for professional and paraprofessional legal services for the Borough of Clayton will be:

Shareholders (Partners)	\$270-\$290
Counsel, Of Counsel	\$245-\$280
Senior Associates	\$245-\$280
Associates	\$185-\$240
Paralegals/Law Clerks	\$95

### **Additional Fees**

In addition to legal services, our invoices will include any out-of-pocket expenses attributable to a specific client matter. Out-of-pocket expenses generally include, but are not limited to postage, photocopying and complex document production, courier services, online research, travel expenses, filing, recording, certification and registration fees charged by governmental bodies.

Itemized statements showing services rendered and disbursements made by the firm on behalf of the client will be submitted on a monthly basis, together with an appropriate voucher for payment.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** PARKER MCCAY P.A.  
**Trade Name:**  
**Address:** 9000 MIDLANTIC DR STE 300  
MOUNT LAUREL, NJ 08054-1539  
**Certificate Number:** 1082583  
**Effective Date:** August 24, 2004  
**Date of Issuance:** January 12, 2016

**For Office Use Only:**

20160112092624732

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont)

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

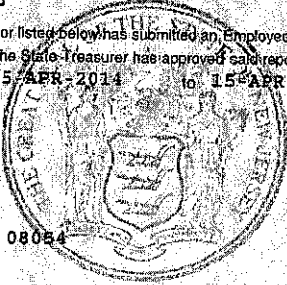
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.


Certification 4740

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 APR 2014 to 15 APR 2017

**PARKER MC CAY, PA**  
**9000 MIDLANTIC DRIVE**  
**MT. LAUREL NJ 08054**



  
Andrew P. Sidamon-Eristoff  
State Treasurer

Client#: 4245

PARKEMCCAY

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Conner Strong &amp; Buckelew Companies, Inc.</b> <b>Two Liberty Place</b> <b>50 S. 16th Street, Suite 3600</b> <b>Philadelphia, PA 19102</b>		<b>CONTACT NAME:</b> Thomas Fazio <b>PHONE (A/C, No, Ext):</b> 267-702-2185 <b>FAX (A/C, No):</b> 856-552-6885 <b>E-MAIL ADDRESS:</b> tfazio@connerstrong.com	
<b>INSURED</b> <b>Parker McCay P.A.</b> <b>9000 Midlantic Drive, Suite 300</b> <b>Mount Laurel, NJ 08054</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hartford Fire Insurance Company <b>INSURER B:</b> Hartford Casualty Insurance Com <b>INSURER C:</b> Twin City Fire Insurance Compan <b>INSURER D:</b> Endurance American Specialty In <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> <b>19682</b> <b>29424</b> <b>29459</b> <b>41718</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PROJECT</b> <input type="checkbox"/> <b>LOC</b>		13UUNJV5478	02/14/2016	02/14/2017	<b>EACH OCCURRENCE</b> \$1,000,000 <b>DAMAGE TO RENTED PREMISES (Ea occurrence)</b> \$300,000 <b>MED EXP (Any one person)</b> \$10,000 <b>PERSONAL &amp; ADV INJURY</b> \$1,000,000 <b>GENERAL AGGREGATE</b> \$2,000,000 <b>PRODUCTS - COMP/OP AGG</b> \$2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>SCHEDULED AUTOS NON-OWNED AUTOS</b>		13UUNJV5478	02/14/2016	02/14/2017	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$1,000,000 <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE (Per accident)</b> \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$10,000</b>		13XHUJV5327	02/14/2016	02/14/2017	<b>EACH OCCURRENCE</b> \$10,000,000 <b>AGGREGATE</b> \$10,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	13WBPU0746	02/14/2016	02/14/2017	<input checked="" type="checkbox"/> <b>WC STATUTORY LIMITS</b> <input type="checkbox"/> <b>OTHER</b> <b>E.L. EACH ACCIDENT</b> \$1,000,000 <b>E.L. DISEASE - EA EMPLOYEE</b> \$1,000,000 <b>E.L. DISEASE - POLICY LIMIT</b> \$1,000,000
D	<b>PROFESSIONAL LIABILITY</b>		SEE BELOW	07/13/2016	07/13/2017	SEE LIMITS BELOW

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**PROFESSIONAL LIABILITY: \$10,000,000 EACH CLAIM; \$10,000,000 AGGREGATE; \$100,000 DEDUCTIBLE PER CLAIM**

## Carriers:

1. Endurance American Specialty Insurance Company / NAIC #41718

Policy #LPL10007431501

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

## EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. Michael Triguera*

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## DESCRIPTIONS (Continued from Page 1)

Limits: \$6,000,000 Per Claim / \$6,000,000 Aggregate Quota Share Part of \$10,000,000 Per Claim / \$10,000,000 Aggregate

2. Underwriters at Lloyds of London / NAIC #AA112

Policy #LDUSA1604726

Limits: \$4,000,000 Per Claim / \$4,000,000 Aggregate Quota Share Part of \$10,000,000 Per Claim / \$10,000,000 Aggregate