

Reading Municipal Light Board of Commissioners

Regular Session

230 Ash Street

Reading, MA 01867

September 11, 2003

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Start Time of Regular Session: 7:37 p.m.
End Time of Regular Session: 10:00 p.m.

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Attendees:

Commissioners: Hughes, Pacino, Soli, Herlihy and Ensminger

RMLD Staff: Messrs. Cameron, Blomley and Fournier
Messrs. Donahoe and Kazanjian
Ms. Antonio

CAB: Mr. Stevenin

Selectmen Liaison Mr. Cummings

Guest: Mr. Robert Shor, Esq.

Chairman Pacino called the meeting to order at 7:37 p.m.

This meeting of the Reading Municipal Light Department (RMLD) Board of Commissioners September 11, 2003 is being broadcast live at the RMLD's office at 230 Ash Street, Reading, MA. Live broadcasts are available only in Reading due to technology constraints. This meeting is being video taped for distribution to the community television stations in North Reading, Wilmington and Lynnfield.

Mr. Pacino took this opportunity to recognize the date noting it was two years ago today that this Country witnessed the horrific terrorist attack that changed our world forever.

Mr. Hughes asked that we all take a minute to remember all the uniformed men and woman serving our country today – "God Bless America."

Minutes

July 9, 2003

Mr. Ensminger made a motion seconded by Mr. Hughes to approve the Regular Session minutes of July 9, 2003 with the recommended changes noted by Commissioners Herlihy and Soli.

Motion carried by a show of hands: 5:0:0.

Report of the Chairman of the Board

Update on the 2003 NEPPA Annual Conference

Mr. Pacino updated the Commission on the 2003 NEPPA Annual Conference noting it was very interesting, informative and helpful. Mr. Pacino stated this conference is a valuable session and highly recommends it to other Commissioners.

Mr. Hughes echoed these comments noting the Conference was very informative and nicely coordinated.

Report of the Chairman of the Board

General Manager's Agreement

Mr. Pacino stated the General Manager Agreement Subcommittee met this evening prior to this Board meeting; however, there is nothing to report as yet. Mr. Pacino hopes to have a final draft by the next RMLD Board meeting.

Selectmen Liaison, Citizen's Advisory Board and Customer Comments

Mr. Pacino polled those in attendance and there were no comments at this time.

Policy Subcommittee

Mr. Herlihy stated the Policy Subcommittee met this evening prior to this Board meeting to discuss the policies in general. The Subcommittee decided to make a motion to abolish RMLD Policy #18, Facsimile Signatures, since this policy is not used.

Mr. Hughes gave a brief history as to why and how the RMLD Policy #18 exists noting his request that facsimile signatures be allowed for payable signing, however, it was never actually implemented.

Policy Subcommittee

Mr. Herlihy made a motion seconded by Mr. Hughes to abolish RMLD Policy #18, Facsimile Signatures.
Motion carried by a show of hands: 5:0:0.

General Manager's Update

July Financials

Mr. Fournier noted on page three the actual versus budget revenues are \$1.8 million lower due to the levelized rates. Mr. Fournier continued reviewing the July Financials.

Brief question and answer period took place at this point.

General Manager's Report

Energy New England (ENE) Update

Mr. Cameron introduced Mr. Robert Shor, Esq., whom he hired as a consultant in order to review the Energy New England (ENE) Operating Agreement.

Mr. Shor began by stating Mr. Cameron asked his office to summarize the preliminary analysis and discussions concerning RMLD's withdrawal from Energy New England, LLC (ENE). Mr. Shor explained his interpretation of the Agreement and informed the Board of a letter he prepared dated September 8, 2003, which he has previously reviewed with Mr. Cameron. This letter is an economical opportunity for RMLD to have a meaningful review of their position without the more costly and time consuming process of requiring extensive external investigation, verifications of the accuracy of corporate, governmental documents and information that are traditionally found in a more formal letter of opinion. Mr. Shor stated he relied upon the validity and accuracy of the oral and documentary material that has been provided to him by Mr. Cameron and Mr. Leo Swift (the CEO of ENE).

ENE provided numerous documents including the current Operating Agreement (OA), all minutes of the Board of Directors since 1998, representative contracts with ENE and its members and other information. Mr. Swift also made an oral representation that he was unaware of any outstanding liens, guarantees, cross collateralizations or other liabilities of any sort that in any significant way that would hinder RMLD's ability to exit from ENE without future liability. Mr. Swift also made assurances that there was adequate insurance in place to handle any possible ordinary course of business liabilities to the date of RMLD's final withdrawal from ENE. Mr. Shor stated in a more formal opinion, he would have obtained the original and certified corporate governmental documents down to the applicable jurisdictional sources such as the Secretary of State's Office, Registry of Deeds, Massachusetts and federal courts and regulatory bodies, town halls and corporate and federal offices. Formal investigations of liens, documents, financial statements and contracts from ENE and all other participants of ENE would also have provided certainty where there has been more than five years of continuous connection between RMLD and ENE. As Mr. Shor continued, he stated in summary, ENE appears to be a valid, existing, and in good standing of Massachusetts Limited Liability Company that was established in 1998. RMLD is one of four initial and continuing members and has a 25% membership in ENE with an initial capital investment of \$500,000.00. ENE's functions through its OA that has terms detailing the basic operating procedures including but not limited to the process of voting, transfer/assignment of interest, withdrawing from membership and dissolution. RMLD made the decision to send a notice of withdrawal from ENE and the notice was unanimously accepted. The OA prescribes the process and details that one year after the notice has been received there is an Effective Withdrawal Date (EWD) where a formula determines what, if any, funds are due to the withdrawing member, when and how they will be paid, and if there is an indemnification of that member from possible liabilities of various sorts. There was a tentative accounting projection done which projected that according to the OA, the RMLD would have had a negative balance upon leaving. Due to the OA and Mr. Swift's assurances RMLD would be able to withdraw without payments of any funds or continued liability of the sorts that RMLD is concerned about. RMLD is unhappy about the formula and application to RMLD because it effectively leaves some of the capital investment of ENE but it is aware that such formulas are often instituted at the beginning of LLC's (limited liability companies) as a means of discouraging members from leaving and rewarding members that stay. RMLD is also unhappy with the projected application of the formula because it includes features that do not seem consistent with equitable accounting procedures considering this circumstance. This discrepancy and disagreement can and should be pursued to maximize any possible disengagement compensation. The primary question asked was whether after RMLD withdraws from ENE, would RMLD have continuing liability to ENE or third parties as a result of its former participation in ENE? Based on the acceptance of all the validity of the information provided to Mr. Shor he believes there would probably not be continued liability other than ordinary direct contracting arrangements that RMLD had with its own direct clients and business relationships. Mr. Shor continued noting in a general sense; LLC's are designed to shield participants from outside liability beyond their capital investment in the LLC. This is further supported by ENE being duly organized in good standing, not doing actions that are incorrect or beyond the power they are authorized in the organizing documents.

General Manager's Report

Energy New England (ENE) Update

Mr. Shor stated he was told that RMLD did not give ENE, or other ENE members, guarantees, liens, cross collateralization agreements or further financial assurances of any sort in connection with ENE and there are no actual or pending law suits, claims or liens. Mr. Shor explained that Mr. Swift's assurances of no known non-ordinary course debts; contracts, situations or promises that would cause likely liability to RMLD are also reassuring. Mr. Shor stated if the RMLD accepts the premise that RMLD has sent a irretrievable notice of withdrawal to ENE and therefore must terminate its participation in ENE then it would be desirable to request a special meeting of ENE members and the Board of Directors to request an additional assurance, release and indemnification of all claims of the participants as well as from ENE. It needs to be emphasized that this would be requested and the members of ENE are in no way required to give this relief. Mr. Shor noted there are several other possible avenues for resolving the present transition:

- a. RMLD could seek to revoke the notice of withdrawal prior to the EWD. This concept is not dealt with in the OA and the other member's are not required to voluntarily allow it and this could be costly and possibly a futile effort if the members or ENE oppose it.
- b. RMLD could seek some sort of revocation and/or allowing RMLD to reinstate or become a new 25% member without the requirement of a new capital investment. Again, not dealt with in the OA or required to be allowed.
- c. RMLD could try to sell, transfer or assign its interest to other members or outside parties. The OA has specific requirements for that and does not have to be allowed especially at this late date with little room to negotiate.
- d. RMLD attempts to undo the withdrawal would be either be to change the scope of ENE to be more RMLD friendly and meaningful to seek a better negotiating position for greater disengagement compensation or to encourage dissolution of ENE so that RMLD could get better terms on exit compensation.

To discuss numerous other options, both cooperative and exiguous, and how RMLD could proceed is not this office's focus at this time. There are risks, costs, and other solid business reasons for each of the options as well as continuing as it is. These are primarily business decisions; this is summary in nature and not designed to be relied upon any outside parties. This office is happy to further investigate research or follow through on more extensive or formal developments of any mentioned or new aspects or approach that RMLD wants to pursue. In short form, Mr. Shor explained the decision on how to proceed is a constructed business decision as to which way the RMLD wants to go.

In review, there is less than \$400,000.00 of RMLD's capital left but it is not as of the date the notice was sent, it is one year later which is the EWD and that figure could be a lot less and that cannot be projected at this point. Mr. Shor then stated the decision to go forward is really a business decision and from what he understands ENE wasn't meeting RMLD needs and it seems a constructed desire on RMLD's part to go forward without being appended to this organization. At that point, Mr. Shor welcomed questions.

Mr. Cameron stated the salient points of Mr. Shor's letter is the fact that when RMLD had a meeting with Mr. Swift he made an oral presentation and he was not unaware of anything outstanding that would be a liability to the RMLD upon terminating ENE. In Section 3 of the OA it outlines how a member withdraws. Mr. Cameron does not believe that when ENE was formed that was the intention of the founding members although he was not involved with that. Mr. Cameron continued noting there does not seem to be any continuing liability other than whatever relationships the RMLD has with its own clients.

Mr. Pacino reiterated the original question that if three years down the road if something goes wrong with one of the power contracts does RMLD have liability?

Mr. Shor stated from assurances he received from Mr. Swift and all the documents, although the documents are not as explicit as he would like, he does not believe there would be future liability. Mr. Shor stated it would be nice to get a release letter from the ENE Board of Directors or from Mr. Swift confirming their promise that RMLD would have no further liability but they are not obligated to do so.

Mr. Pacino stated if something were to go wrong would the RMLD have recourse against ENE? For example would there be recourse that the RMLD relied on Mr. Swift's representations if he falsely gave those representations?

General Manager's Report

Energy New England (ENE) Update

Mr. Shor replied that is one factor but there is also the general corporation law that basically deals with the idea that we should be limited to the initial investment and nothing beyond. Mr. Shor stated if he was the person involved with that deal he wouldn't have formed it as a LLC, he would have formed it as a LLP, or limited liability partnership.

Mr. Cameron noted in Section 3 of the OA where the formula is outlined he believes there is language that says member's exposure is limited to their initial investment. Mr. Cameron asked Mr. Shor what kind of a shield is there for RMLD if it is decided to leave ENE.

Mr. Shor stated this kind of organization is not easily pierced especially because it has been long term and it hasn't been undercapitalized. Mr. Shor noted his involvement with lawsuits in the past that dealt with this type of issue the courts want to honor the sanctity of an LLC, they believe the corporation was formed for a particular purpose and it is well known to others that when dealing with that type of organization there is a limitation of liability. Therefore, because it was not undercapitalized and they didn't go beyond the scope of what they were allowed, the original organization says they can do anything they want as long as it is legal in the Commonwealth of Massachusetts. When there is broad language it is unlikely to find liability based on outside actions. Therefore, unless the RMLD specially signed something guaranteeing something outside the ordinary course of business there is a small likelihood of liability.

Mr. Hughes complimented the Board and the staff for the decision to hire a law firm in order to review the OA in detail. For a long time the involvement RMLD had with ENE was not clear and now feels he is duly informed and impressed with Mr. Shor's representation. At this point, Mr. Hughes thanked Mr. Shor.

Mr. Ensminger asked Chairman Pacino if he interprets this explanation to mean the initial investment is pretty much gone and the best thing to do is get out with a goose egg?

Mr. Pacino replied, no that is not his interpretation. Mr. Pacino stated the question was whether the RMLD would have future liability if something went wrong with ENE. From what Mr. Shor has pointed out, the answer to that question is no but the final decision relative to ENE still needs to be discussed.

Mr. Shor stated there is still a bit of negotiating time without a lot of legal expense before the EWD.

Mr. Cameron informed the Board of his conversations with the other members of ENE with respect to how they value ENE. Mr. Cameron stated he believes this is a wake up call for the other members because they realize unless they dissolve ENE it doesn't appear they will be treated any different from how the RMLD is being treated. Mr. Cameron asked other members if they would like to buy out the RMLD. Mr. Swift was asked in the past if it would be advantageous for the RMLD to come back in as a member and sign a service agreement where the RMLD would put income into ENE. When the OA was drawn up it appears the intention that was all four founding members would actively be funding ENE with the services coming back to the member. Mr. Cameron stated the RMLD does not need energy services from ENE. We use conservation services from them because they have a very good conservation expert but other than that we do not need them. Mr. Cameron told Mr. Swift that he views the RMLD ownership of ENE as purely an investment and Mr. Swift stated that is not how the founding members viewed ENE originally.

At that point, Mr. Hughes asked what Mr. Cameron recommends.

Mr. Cameron replied that it was good to get this opinion from Mr. Shor. Mr. Cameron stated he and Mr. Pacino should have more conversations with Mr. Swift and report back to the Board.

Mr. Pacino asked if the RMLD rescinds the withdrawal letter does ENE have to accept it?

Mr. Shor replied that the OA does not address that issue, it just states what happens when you do go forward relative to the timetable and the formula on the initial investment, etc. Mr. Shor stated there is nothing that says the RMLD can't rescind it nor is there anything that states what would happen if the Board tries to rescind it, therefore, it is possible to try although he doesn't know what the consequences would be.

Mr. Pacino asked Mr. Shor if this issue were to be litigated would this be a big case or a little case?

Mr. Shor stated he doesn't really have the answers and it probably depends upon the amount left of the investment noting if there is only a little left then ENE probably wouldn't fight about it. Mr. Shor then stated if the Board has any other questions they can contact him directly.

General Manager's Report

Energy New England (ENE) Update

Mr. Cameron stated he and Mr. Pacino will continue discussions and thanked Mr. Shor for presenting his opinion to the Board.

Presentation

Municipal Rates in Massachusetts – A Limited Survey

Mr. Soli began his presentation explaining his information came from conversations he had at the NEPPA Conference as well as municipal websites and other data given to the Board from Mr. Cameron during 2002. Mr. Soli stated Policy 19 states the RMLD's rates are via cost of service although other towns have municipal rates with discounts for seniors, various others for farms, schools, etc. Some towns also have residential discounts such as in Middleton whereby the first 200 kWh are cheaper and the price goes up accordingly. Other towns have anti-conservation rates where it starts out at one rate for kWh and when a threshold is met it gets cheaper. Mr. Soli stated municipal rates seem to exist in several bands. The impression is that if the residential rate goes up probably industrial rates goes up but they seem to be grouped in various bands. Mr. Soli continued with his presentation explaining the data on the charts with transparencies.

Brief question and answer period took place.

Mr. Cameron stated as far as the commercial service territory is concerned, the commercial sector in the RMLD service territory is very beneficial to the overall rates if some commercial customers dropped out there would be a big impact on the RMLD rates. The RMLD has customers with high load factors and dropping them out would raise the rates. The sector has an average load factor of 52-53% and will pay about 1.5 cent to 2 cents less than a residential customer who has an average load factor of about 40-42%. Mr. Cameron noted some municipals have had cross subsidization built into their rate structures where the industrials helped out the residential. As far as discounted rates, the RMLD has a farm rate which is law but when you get into school rates, citizen's rates, church rates, etc., those are discounted rates and there hasn't been anything from the DTE or in the MGL that requires discounted rates for those categories. It is up to the Board to decide about discounted rates but even one discounted rate will make the RMLD not cost of service utility. Mr. Cameron stated he is 100% behind Mr. Soli's suggestion that the allocation of costs need to be correct.

Mr. Herlihy asked where the RMLD stands relative to the Vermont Energy Ventures studies.

Mr. Cameron stated he will bring the final draft of the Cost of Service Study to the Board at the next meeting, not for implementation but for review.

Mr. Pacino thanked Mr. Soli for his presentation.

General Manager's Report

RMLD Reorganization Update

Mr. Cameron stated nothing else has been done with the reorganization since the last Board meeting.

Mr. Pacino stated one of the problems in the past was the Chief Accountant being restricted access to the Board. Therefore, the concern of the reorganization is the same situation could occur and it needs to be addressed. The Chief Accountant should not have any restrictions and should feel free to talk to the Board.

Mr. Cameron stated whether the Chief Accountant reports to him or reports to the Business Manager should not restrict his access to the RMLD Board. If Article 7 is passed the Chief Accountant, or the Accounting Services Manager will be hired by the Board. Whether that Chief Accountant or Accounting Services Manager reports to myself or the Business Manager they are being hired and fired by the Board therefore he does not see how that restricts any access to the Board whether they report to him or report to the Business Manager.

Mr. Ensminger noted there is a requirement that states Mr. Cameron be the supervisor.

Mr. Cameron's asked if the Board is going to hire and fire the Accounting Services Manager how can he be threatened if Article 7 passes?

Mr. Pacino explained they are at a lower level, they are not at a level of reporting directly to the General Manager they are at the next level down and there could be the perception not to come forward.

General Manager's Report

RMLD Reorganization Update

Mr. Cameron did not understand this concern and stated quite frankly if he is going to have a Business Manager not manage the Accounting Department he may as well not have a Business Manager and if he doesn't have a Business Manager then he has MIS, Accounting and Customer Service reporting to him. Mr. Cameron continued noting that if they report to him they will all want to be the same level as the Manager or Projects, the Energy Services Manager and the Energy and Operations Manager.

Mr. Ensminger asked if Mr. Cameron can preserve some kind of dotted line reporting relationship and still have the organization the way he wants it and if so can he show an action plan for making the dotted line real?

Mr. Cameron stated the dotted line would be from the Accountant to him. The Business Manager is going to have a very well rounded background in business that includes Accounting, the accounting aspects of MIS and Customer Service. Mr. Cameron also stated if the Board wants a dotted line from the Accountant to him in the organizational chart he does not have a problem with that but if Article 7 goes through there will also be a line to the Board so it does not make sense to make the Accounting Manager a senior line manager. Mr. Cameron stated he will bring the organizational chart back to the Board with a dotted line from the Accountant to him.

Mr. Pacino agreed with this dotted line suggestion and stated he just wants to be sure the Accounting Manager feels free to talk to the Board if the need arises. Due to restrictions with the previous management he was not allowed to come forward because he claims his job was threatened and Mr. Pacino does not want that repeated.

Mr. Cummings stated considering the various policies of the Commission, there were three things that prevented employees from talking to the Commission. The Commissioners themselves had a policy that employees could not speak to them and the Commission had a policy that they could not speak to employees and there was a General Manager who reinforced those policies. Mr. Cummings stated the dotted line direct and/or indirect report between the Accounting Manager and the General Manager is set up that way because the Business Manager position did not exist when Article 7 was passed. Mr. Cummings stated he believes that the way the Commissioners interact with the Accounting Manager sets the tone for how the interaction is going to be. If the Commissioners expect to have ongoing communication then it should and can exist by policy. The question is whether or not, from a business perspective, you need the position.

Mr. Cameron stated this issue will need to be revisited at the next meeting with the reorganization chart.

Municipal Building Sales

Mr. Cameron stated he had Mr. Bilicki, Key Accounts Representative, do an analysis to determine why municipal sales increased in 2003. What Mr. Bilicki found was that the weather in January and February of 2003 was very cold so the heating degree days were above normal for both of those months. Mr. Cameron further explained that compared to last year's sales where the heating degree days were extremely below normal the combination of those two climatic occurrences led to the increase in sales.

Mr. Herlihy stated the Financial Report shows how much income was received from municipal buildings and facilities and stated it is a accumulative figure and not broken up between individual towns and requested the financials indicate the break up in order to show how much each town is spending on its facilities.

Update on the Blackout

Mr. Cameron stated he read a lot and heard a lot about the blackout and his explanation of the possible failure could be the Lake Erie loop. Improvements and/or upgrades in this area is probably in the billions and it is a question of who pays.

Mr. Pacino asked if the blackout could possible happen here?

Mr. Cameron replied the Independent System Operator (ISO) is charged with several different responsibilities one of which is the administration of security for the New England Generation and Transmission System where they do security runs every five minutes and that system flags any weaknesses. The system used in this part of the Country is a good system, a very strong system and the contingencies in place is strictly standard. Mr. Cameron further explained why this area avoided the blackout at this time.

Rotation of Citizen's Advisory Board attendance by RMLD Board of Commissioners

Mr. Ensminger explained this issue was raised at the last meeting as being a good idea if time permits and all five Commissioners are interested. Mr. Ensminger stated it is good to have a Commissioner at the CAB meetings along with staff and his understanding is that the CAB would like to have the Commission attend as participants, not just as an observation role, and asked who on the Board was interested. These meetings take place approximately 15 times per year.

With all Commissioners interested in rotating, Mr. Herlihy will attend the next CAB meeting and Mr. Stevenin will provide the Board with a schedule of the CAB meetings.

Rotation of Citizen's Advisory Board attendance by RMLD Board of Commissioners

Mr. Herlihy stated by the Board rotating attendance at the CAB meetings it will provide first hand communication between the two Boards and believes it is important.

Rate Comparisons, August, 2003

Mr. Cameron stated the residential rates for August are approximately 7.8% above Peabody and Middleton but are below Massachusetts Electric by 15%, Nstar by 44% and Wakefield by 7% and that is because RMLD went to 3.75 cents per kWh. The time of use is 3.3% above Middleton and below everybody else. The Commercial rates are the lowest and Middleton is 1.5% below, RMLD ITOU but everybody else is above RMLD.

Rotation of Warrant Signing

Mr. Cameron explained Mr. Hughes suggestion that it may be healthy to rotate the warrant signers more frequently than once per year so there are fresh eyes reviewing the warrants.

All Commissioners agreed with this suggestion, therefore, Mr. Hughes will replace Mr. Soli as a warrant signer with Mr. Herlihy still being the first back up. The payroll signing will continue as Mr. Herlihy signing and Mr. Pacino as first backup.

Length of the Board Minutes

Mr. Ensminger stated the Board has agreed it makes sense to capture the essential elements of the meeting only.

Mr. Cameron stated he spoke with other General Managers while at the NEPPA conference relative to the phrase "discussion ensued" within the minutes. Mr. Cameron was told if no decisions are made the discussion ensued then the phrase "discussion ensued" can be used in lieu of several paragraphs.

Mr. Ensminger suggested including the salient points of a discussion to be summarized in one paragraph or with a couple of bullets.

Mr. Pacino stated the intent of the minutes is to summarize what was going on without getting into word for word by each Board member.

Mr. Ensminger agreed noting the tapes are always available if anyone has questions rather than getting into a transcript role.

Mr. Pacino stated he likes the minutes as short as possible.

RMLD Policy #5, Overnight Travel

Mr. Hughes stated when he returned from the NEPPA Conference he completed a travel expense form and produced the necessary receipts verifying his expenses. The Accounting Manager presented his expenses to the General Manager for review and everything was approved, however, when the warrants were being signed Commissioners Pacino and Ensminger challenged those expenses. The total being questioned was \$10.00 spent for tips to the housemaids and valet. Mr. Hughes noted the comment on the warrant was to remove the expense item from the warrant in order to get more information. As a result his total expense in the amount of \$610.00 would be held off another two weeks accruing more interest on his credit card. Mr. Hughes stated he had already proven the \$10.00 was valid in complying with Policy #5 and wanted to know why they were questioned.

Mr. Pacino stated he questioned it because he wants to review every expense report that is submitted by an employee and/or Commissioner in depth and he was not sure that was in compliance with Policy #5. Since the Inspector General's Report many things weren't documented properly and we need to be sure everything is documented properly now.

RMLD Policy #5, Overnight Travel

Mr. Ensminger stated after this was brought to his attention he agreed that it needed to be researched for compliance prior to payment.

Mr. Hughes complied with Policy #5.

Miscellaneous

Mr. Herlihy stated he had the opportunity to represent the RMLD at Truck Day, which is becoming one of the biggest social events in this Town for children. Mr. Herlihy noted small handouts were given out to the children promoting electrical safety and was a good time for all and thanked the staff that who participated

Next Meeting

Wednesday, October 1, 2003

Executive Session

At 9:40 p.m. Mr. Ensminger made a motion seconded by Mr. Hughes to enter Executive Session to discuss strategy with respect to litigation, and return to Regular Session for the sole purpose of adjournment.

Mr. Pacino called for a poll of the vote:

Mr. Soli Aye; Mr. Herlihy Aye; Mr. Hughes Aye; Mr. Ensminger Aye; and Mr. Pacino Aye.

Motion carried by show of hands. Motion carried 5:0:0.

Motion to Adjourn

At 10:00 p.m. Mr. Soli made a motion seconded by Mr. Herlihy to adjourn the Regular Session.

Motion carried by show of hands. Motion carried 5:0:0.

A true copy of the RMLD Board of Commissioners minutes as approved by a majority of the Commission.

Daniel A. Ensminger, Secretary
RMLD Board of Commissioners