

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Agenda Item No. ADD-ON

6F2

AGENDA ITEM SUMMARY

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Meeting Date: June 8, 2010 [] Consent [X] Regular
[] Ordinance [] Public Hearing
Department: Palm Tran
Submitted By: Palm Tran
Submitted for: Palm Tran
=====

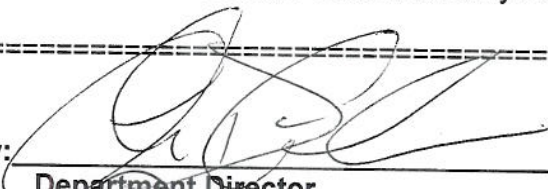

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) receive and file** Palm Beach Metro Transportation, LLC's (PBMT) Waiver and Release of claims it may have against the County related to the County's demand for full payment, in the amount of \$750,000, against the Letter of Credit (LOC) furnished under PBMT's Contract for Supply of Paratransit Services (R-2004-2447), as amended, and the County's retention of all interest earned on the \$750,000; and **B) authorize** a payment in the amount of \$750,000 to PBMT, which sum represents the proceeds derived from the County's demand against the LOC.

Summary: On October 28, 2008, the Board authorized a demand for full payment, in the amount of \$750,000, against the LOC issued for PBMT, by the Bank of Montreal, Chicago (Bank) to the County, which LOC was required under the County's Contract for Supply of Paratransit Services with PBMT. The proceeds (\$750,000) derived from the demand were received by the County on November 4, 2008, and deposited into an interest bearing account. The proceeds have been in the possession of the County since. PBMT has recently provided a Performance Bond that complies with its contract with the County, and has requested that the \$750,000 being held by the County be paid to it. PBMT has agreed to forfeit any rights it may have to the interest earned on the \$750,000 and to waive and release the County from claims related to the County's demand against the LOC, and to indemnify the County against claims by the Bank of Montreal. As a result of the efforts taken by County to mitigate its damages arising out of PBMT's default and the partial termination of its contract, the County's damages were minimal and are less than the interest earned on the \$750,000.
Countywide (DR)

Background and Justification: PBMT is one of the two major contractors providing paratransit services to Palm Beach County. Under its paratransit contract with the County, PBMT could provide either an annually renewable Performance Bond or LOC in the amount of \$750,000. PBMT chose to provide a LOC. In October of 2008, PBMT was notified that the County intended to partially terminate its contract with PBMT as a result of PBMT's default, and that PBMT had failed to provide a "renewed" LOC within the time period established under the contract. At the time, Palm Tran was concerned that a "new" LOC would not be received before the current LOC expired. To protect the County from that risk and to ensure that the County could recover its damages arising out of the partial termination, the County demanded payment for the full face amount (\$750,000) of the existing LOC. The Bank honored the County's demand and paid the \$750,000 to the County. The County deposited the funds into an interest bearing account. The damages sustained by County, as a result of PBMT's breach, were less than anticipated. PBMT has agreed to waive any claims it may have related to the County's demand against the LOC, and further agreed that the County is entitled to all of the interest earned on the LOC proceeds. In return, the County will not deduct from the LOC proceeds, its damages arising out of PBMT's breach. The County's damages were less than the interest earned on the LOC.

- Attachment(s):**
1. Palm Beach Metro Transportation, LLC's Waiver and Release
 2. BCC Item R-2008-1983 - Authorizing Demand for Payment Against Letter of Credit
 3. Contract Performance Bond issued by Hanover Insurance Company, as Surety

=====
Recommended By:  _____ Date: June 3, 2010
Department Director
Approved By:  _____ Date: 6/3/10
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	200-	200-
Grant Expenditures					
Operating Costs	\$750,000				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$750,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

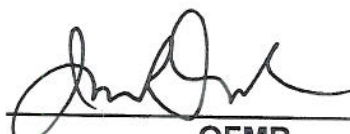
Is Item Included In Current Budget? Yes ⁴⁰ No
 Budget Account No.: Fund 1342 Dep't. 540 Unit 5180 Object 3401
 Program _____ Reporting Category _____


B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 
 John Murphy, Finance Manager

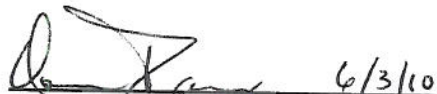
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 OFMB
 8/3/10
 7D


 Contract Dev. and Control
 At the time of our review, the waiver and release were not executed.

B. Legal Sufficiency:


 Assistant County Attorney
 Waiver Release has not been executed at the time of legal review

C. Other Department Review:

 Department Director

Palm Beach Metro Transportation, LLC
Waiver and Release

In consideration of the Board of County Commissioners of Palm Beach County's (County) return to Palm Beach Metro Transportation, LLC (PBMT) of the proceeds derived from County's demand against the Irrevocable Standby letter of Credit No. BMCH202563OS, dated January 8, 2008, as amended (referred to herein as the "LOC"), in the total amount of \$750,000.00, PBMT does hereby rescind, waive, acquit, relinquish, release and forever discharge the County and Palm Tran, Inc., including all of their respective officers, servants, agents and employees, from any and all causes of actions, claims or demands, of any kind or nature, whether legal or equitable, that PBMT and its principals, estate, successors, legal representatives, assigns or any other person or entity had, have or may have arising out of or related in any manner whatsoever to the County's demand for payment against or under the LOC, the presentment of County's demand for payment to the Bank of Montreal, Chicago, the County's receipt and acceptance of the proceeds derived from the LOC, and the County's possession, retention, investment and use of the proceeds derived from the LOC, including all interest, earnings, income or other advantage, of any kind or nature, which County received, is receiving or may receive.

PBMT affirmatively represents that there is no other agreement, duty, right or interest vested in a third party that would preclude or interfere with the County's payment of the LOC proceeds, in the total amount of \$750,000.00, to PBMT or PBMT's receipt of the proceeds from County. PBMT agrees that the County's demand for payment against or under the LOC was in compliance with the terms and conditions of the LOC and PBMT's Paratransit Contract with the County (No. 04-029R/DP), as amended (also referred to herein as "the Contract"). PBMT agrees that the County is entitled to and shall retain all interest, earnings and income derived from the County's receipt, possession, and use of the proceeds derived from the LOC.

PBMT further agrees to save, defend, indemnify and hold harmless the County and Palm Tran, Inc., and all of their respective officers, employees, servants and agents, from and against any claim by any person or entity, including but not limited to the Bank of Montreal, Chicago, its assignees, nominees or legal representatives, of any kind or nature, asserting a right to the proceeds derived from the LOC or any interest, income or earnings thereon.

PBMT acknowledges that it has been adequately and fully compensated for the release, waiver, and indemnification obligations described herein, and understands that the County will not offset or deduct from the LOC proceeds, any damages arising out of County's partial termination of the Contract effective as of November 24, 2008, or any other charge or administrative expense related to the County's demand against the LOC or County's receipt and possession of the proceeds of the LCO.

Palm Beach Metro Transportation, LLC

By: _____
Cullen F. Meathe, President of Yellow Cab Service Corporation of Florida, Inc.,
the Managing Member of Palm Beach Metro Transportation, LLC

Date

Witnesses:

Signature

Signature

Print Name

Print Name

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*see below				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes No
 Budget Account No.: Fund Dep't. Unit Object
 Program Reporting Category

Recommended Sources of Funds/Summary of Fiscal Impact: funds from the Letter of Credit will be used to off-set the increased service costs. The increased service costs does not include all damages that may be incurred by the County

B. Departmental Fiscal Review: Lorraine Synnlar
 John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

*In the event of total default by PBMT for the remainder of the contract, Palm Beach County will experience an increase in service costs that will exceed \$4.5 million. This amount does not include any other recoverable damages allowed by law.

10/24/08
 OFMB
 MM
 10-24-08

10/24/08
 Contract Dev. and Control

B. Legal Sufficiency:

10/24/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

Page 3 continued

Background and Policy Issues: Palm Tran, through the Director of Purchasing, has notified PBMT on four (4) occasions (January 24, 2006, September 13, 2006, March 25, 2008 and September 8, 2008) of failures that constitute service failures and performance defaults. PBMT has in each instance promised to correct all deficiencies, but has failed to do so and to come into compliance with the Contract requirements. PBMT, County and Purchasing staff met on September 29, 2008, to discuss PBMT's failures and a partial termination of the Contract, but were unable to agree upon a mutually acceptable resolution of the issues. PBMT failed to provide a written response to the County's suggestion that the Contract be partially terminated on the 1st of October as it had represented it would do. Thereafter, on the 9th of October, the Director of Purchasing notified PBMT that PBMT was in default of the Contract and demanded that PBMT cure all defaults within 10 days after receipt of the notice. The Director also notified PBMT that it had not provided a compliant Letter of Credit (LOC) and directed PBMT to furnish a compliant LOC within 10 days. PBMT has not cured the default nor has it furnished a compliant LOC. Despite PBMT's ongoing promises to improve performance, PBMT has not provided the scheduled resources so as to meet the Contract's vehicle composition requirements since January 24, 2006.



DEMAND FOR PAYMENT

P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2001
FAX: (561) 355-3990
www.pbcgov.com

October 28, 2008

TO: Bank of Montreal, Chicago
c/o 234 Simcoe Street
3rd Floor
Toronto, Ontario, Canada M5T 1T4

Attn: Standby Letters of Credit Unit

NOTICE TO BANK OF MONTREAL, CHICAGO: PAYMENT PAYABLE IN UNITED STATES DOLLARS IS DUE UPON PRESENTMENT OF THIS DEMAND.

Pursuant to your Irrevocable Standby Letter of Credit No. BMCH202563OS, issued on January 8, 2008 and Amendment No. 1 issued on April 16, 2008 and Amendment No. 2 issued on July 15, 2008 (hereinafter the "Letter of Credit"), established by Palm Beach Metro Transportation, LLC, as Applicant, in favor of Palm Beach County Board of County Commissioners, as beneficiary, demand is hereby made that Seven Hundred Fifty Thousand United States Dollars (\$750,000.00) at your Bank be transferred via wire transfer in immediately available funds to:

WACHOVIA BANK, N.A.
VIA JACKSONVILLE OFFICE
ABA #063000021
CONSOLIDATED ACCT. # 2155001070034
FOR CREDIT TO BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FL

R2008 1983
OCT 28 2008

SHARON R. BOCK CLERK &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: *Sharon R. Bock*
Deputy Clerk

By: *Addie L. Greene*
Addie L. Greene, Chairperson



0372

R2008 1983

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2001

FAX: (561) 355-3990

www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper



Bank of Montreal, Chicago, Illinois

STANDBY LETTERS OF CREDIT
C/O 234 Simcoe Street
3rd Floor
Toronto, Ontario M5T 1T4
Canada
Tel: 1-877-801-0414
Fax: 1-877-801-7787
SWIFT: BCFMUS4X

ATTACHMENT 2
Page 5 of 8

**Irrevocable
Standby Letter of Credit
No. BMCH202563OS**

Amendment no. 2
Dated July 15, 2008

Beneficiary:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FL 33415, United States

Applicant:
PALM BEACH METRO
TRANSPORTATION,
LLC
24957 BREST ROAD
TAYLOR, MI 48180 United States

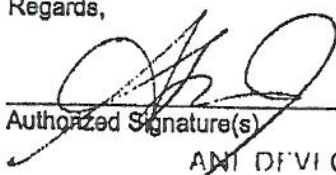
We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

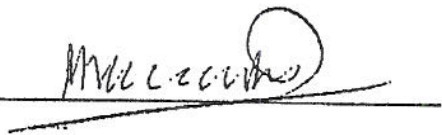
Amended Terms:

Expiry date has been amended to: October 31, 2008

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: 1-877-801-0414. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,


Authorized Signature(s)

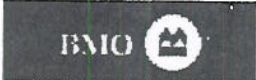


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STANDBY LETTERS OF CREDIT
C/O 234 Simcoe Street
3rd Floor
Toronto, Ontario M5T 1T4
Canada
Tel: 1-877-801-0414
Fax: 1-877-801-7787
SWIFT: BOPMUS4X

**Irrevocable
Standby Letter of Credit
No. BMCH2025630S**

Amendment no. 1
Dated April 16, 2008

Beneficiary:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FL 33415, United States

Applicant:
PALM BEACH METRO
TRANSPORTATION,
LLC
24957 BREST ROAD
TAYLOR, MI 48180 United States

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

Expiry date has been amended to: July 15, 2008

Attn: Kathleen M. Scarlett, Director, Palm Beach County Purchasing

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: 1-877-801-0414. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,




Authorized Signature(s)

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Bank of Montreal, Chicago, Illinois

STANDBY LETTERS OF CREDIT
C/O 234 Simcoe Street
3rd Floor
Toronto, Ontario M5T 1T4
Canada
Tel: 1-877-801-0414
Fax: 1-877-801-7787
SWIFT: BOMUS4X

PUR 08.JAN 9 AM 9:55

**Irrevocable
Standby Letter of Credit No.: BMCH202563OS**

Date Issued: January 8, 2008

Beneficiary:
Palm Beach County
Board of County Commissioners
Attn: Kathleen M. Scarlett, Director
Purchasing Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

Applicant:
Palm Beach Metro Transportation, LLC
24957 Brest Road
Taylor, MI 48180

Amount: Seven Hundred Fifty Thousand and 00/100's United States Dollars (USD750,000.00)

Expiry Date: April 15, 2008

We hereby open our Clean Irrevocable Letter of Credit No. BMCH202563OS in favor of Palm Beach County Board of County Commissioners ("County") for the amount of Seven Hundred Fifty Thousand and 00/100's United States Dollars (USD750,000.00) effective immediately.

This Letter of Credit is issued pursuant to that certain Contract No. 04-029R/DP between Palm Beach Metro Transportation, LLC, as Contractor, and Palm Beach County, Florida dated November 23, 2004 (the "Contract") however, this Letter of Credit is independent of that contract and reference herein is for information only.

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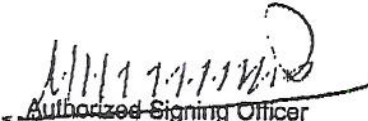
Funds under this Letter of Credit are available to the County hereunder not exceeding in aggregate the amount of this Letter of Credit against the County's demand for payment on us mentioning our Letter of Credit No. BMCH202563OS.

We hereby engage with you that demand for payment presented under and in compliance with the terms of this Letter of Credit on or prior to the expiration date will be duly honoured upon presentation to Bank of Montreal, Chicago c/o 234 Simcoe Street, 3rd Floor, Toronto, Ontario, Canada M5T 1T4, Attn: Standby Letters of Credit Unit.

Kindly address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department, mentioning specifically our Letter of Credit No. BMCH202563OS. Venue for any and all legal action necessary to enforce the terms of this Letter of Credit shall be Palm Beach County, Florida.

Except as is inconsistent with the express provisions hereof, this Letter of Credit is subject to the Uniform Customs and Practices for Documentary Credits (2007 Revisions) International Chamber of Commerce Publication No. 600.


Signing Officer
BMCH202563OS


~~Authorized Signing Officer~~

ORIGINAL

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4 B 1

CONTRACT PERFORMANCE BOND

Bond #1823283

BY THIS BOND, WE, Palm Beach Metro Transportation, LLC, as Principal, and The Hanover Insurance Company, a Corporation, as Surety, whose address is 440 Lincoln Street, Worcester, MA 01653, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$750,000.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated November 23, 2004 between Principal and COUNTY, Contract No. R2004-2447, as amended by Amendments 1 through 3 dated April 5, 2005, April 10, 2006 and November 20, 2007, respectively, the Contract being made a part of this bond by reference, in the time and manner prescribed in the Contract; and
2. Pays COUNTY all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the duration of the Contract;

Then this bond is void; otherwise it remains in full force.

Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY's obligation relating to the notice of default under the Contract, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or Contracts for completion arranged under this paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to the Principal.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract, or other changes to the Contract shall not affect Surety's obligation under this bond. The Principal shall be responsible for notification to Surety of all changes.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract.

Dated on April 26, 2010

PRINCIPAL: Palm Beach Metro Transportation, LLC



By: 

Attestation to Signature of Principal

Cuffan F. Meathe, Managing Member

ANTHONY J FAINELLA
Print or Type Name

(SEAL)

Address: 1635 Meathe Drive
West Palm Beach, FL 33411

SURETY: The Hanover Insurance Company



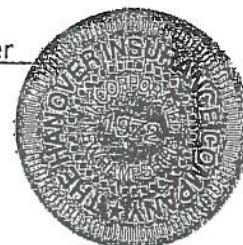
By: 

Attestation as to Signature of Surety

Elizabeth Case Account Manager
Print Name and Title

Karen Brode
Print or Type Name

(SEAL)



Address: Ralph C Wilson Agency
26026 Telegraph Rd., Suite 100
Southfield, MI 49033

Surety and Principal agree that the Surety must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during the period the Contract Performance Bond is in effect, and be authorized to transact business in the State of Florida.

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

S.A. Vannelli, David B. Palmeri, Steven P. Howard John T. Poplawski, Elizabeth Case, John J. Barry and/or Victoria L. Galper

of Southfield, MI and each is a true and lawful Attorney(s)-in-fact to sign, execute; seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed One Million dollars and No/100 (\$1,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 24th day of March, 2010.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY.
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 24th day of March 2010., before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____, 20____

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault
Stephen L. Brault, Assistant Vice President