

LPSP-01-2012
Wastewater Treatment
Plant at Lums Pond State
Park

HN ENVIRONMENTAL SERVICES

1/3/2012

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**WASTEWATER TREATMENT PLANT
AT
LUMS POND STATE PARK**

Grant of Contract

The Secretary of the Department of Natural Resources and Environmental Control and the Director of the Division of Parks and Recreation hereinafter referred to as the DIVISION, in consideration of the covenants and representations made herein, hereby grants to:

NAME: HN Environmental Services

TELEPHONE: (302) ²⁶⁶⁻⁶⁷⁴⁷ 369-0944 SD

ADDRESS: 479 Haystack Drive

CITY: Newark

STATE: DE

ZIP CODE: 19711

hereinafter referred to as the CONTRACTOR, hereby accepts from the DIVISION, a contract to operate wastewater treatment plant for the period beginning January 6, 2012 and ending January 5, 2015, both days inclusive.

In consideration of the covenants hereinafter contained but subject to the laws of the State of Delaware and applicable orders, rules and regulations of the DIVISION thereof now in existence or which may hereinafter be enacted, the parties hereto agree as set forth herein.

Section I – Scope of Services and Requirements

Services:

The CONTRACTOR will be granted a contract herein for the provision to operate a wastewater treatment facility at Lums Pond State Park. All technical specifications to be followed are in accordance with National Pollutant Discharge Elimination System (NPDES) permits.

Permits:

The CONTRACTOR shall secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the execution of work. This includes a Delaware Business License and all other individual operator permits and other relevant costs required in the performance of this contract. The cost of NPDES Permits for the facility shall be the responsibility of the Department of Natural Resources and Environmental Control.

CONTRACTOR Responsibilities:

The CONTRACTOR will be granted the right to provide wastewater treatment services at Lums Pond State Park that is approved by the DIVISION. The CONTRACTOR'S responsibilities under this contract shall include the following:

- a) The Contractor shall ensure that the wastewater treatment facilities produce an effluent as permitted by the Delaware Department of Natural Resources and

Environmental Control (DNREC) and U.S. Environmental Protection Agency (EPA), provided that influent conditions are equal to or less than expected.

- b) The Contractor shall also have an operator available 24 hours, 7 days a week for emergency response. Response time by the operator shall be no greater than 1 hour after notification of the emergency.
- c) The Contractor shall be responsible for daily sampling at the facilities to include residual chlorine and pH, settle ability, and other tests needed to ensure National Pollutant Discharge Elimination System (NPDES) compliance.
- d) The Contractor shall utilize proper methods to make weekly flow proportional composite sample, take grab sample, provide proper cooling, and deliver to laboratory within 5 hours. Duplicate analyses are to be made at least once per month as required. All laboratory work should be noted on test form sent with the sample to the lab.
- e) The Contractor shall utilize DNREC laboratory located in Dover for weekly sample analysis and monthly duplicate analyses. Lab will send analysis to the park and submit billing to the DIVISION. Up to three (3) analyses at another lab facility or influent or effluent, in addition to NPDES requirements may be made by the Contractor with a report sent to the park during the contract period.
- f) The Contractor shall be required to maintain and fulfill all necessary operating and reporting requirements to regulatory agencies and to the Park Superintendent for the wastewater treatment facility, prepare and submit all Discharge Monitoring Reports as required by DNREC, including quarterly reports, complete all other regulatory correspondence and requirements including inspection meetings, non-compliance reports and furnish a monthly operating report on each facility detailing the status of operation of the facility during the proceeding.
- g) Contractor shall remain in regular communication with the Park Superintendent regarding the operation of the wastewater treatment facility and system to assure the operation is running according to regulatory standards and without incident or failure.
- h) The Contractor shall prepare orders for chemical inventories, sampling containers, spare parts and supplies and submit them to the Park Superintendent. All orders in excess of \$500.00 must have prior Division approval.
- i) The Contractor shall schedule and monitor services, such as sludge hauling and chemical additives. All mechanical, electrical and contractor services must have DIVISION's approval before scheduling. The Contractor must also receive approval from the Division of Water, Ground Water Discharges Section, and ensure that the sludge hauler and disposal facility are approved by the Department of Natural Resources and Environmental Control.

- j) The Contractor shall spend daily hours as specified during each season, but be responsible for extra hours as required to keep facility within NPDES standards during transition times or when inconsistent weather could cause unexpected flows. Additional work hours may be substituted for specified hours, but all times must be reported.

DIVISION Responsibilities:

The DIVISION'S responsibilities under this contract shall be the following:

- a) Electricity, snow removal, grass cutting and sub-contracted maintenance and repair, including but not limited to generators, computer control systems and instrumentation.
- b) Operation, maintenance and repair of sewer collection system up to the facility boundaries and the discharge system outside the facility boundaries.
- c) Preventative maintenance and repair of the building, grounds and equipment.
- d) Major required testing equipment for each facility, such as pH meter, C12 meter and flow meter.
- e) Perform all maintenance work such as changing oil, greasing/lubricating and repairs.

Inspection:

The CONTRACTOR shall allow free access to authorized representatives of the DIVISION and other county, state or federal officials having jurisdiction for inspection purposes. The CONTRACTOR shall further agree that if notified in writing by the DIVISION or its authorized representatives that any part of the contracted premises or the facilities thereof for which the CONTRACTOR is responsible for services rendered are not in conformance with the contract granted then the CONTRACTOR shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the DIVISION and the CONTRACTOR.

Accounting and Reports:

The CONTRACTOR shall maintain proper and complete books and records of accounts of its operation under the contract granted. All receipts of any nature from wastewater treatment services provided by the CONTRACTOR shall be immediately and properly recorded.

The CONTRACTOR shall permit the DIVISION or its authorized representatives to examine and audit financial records relative to this contract at any reasonable time during normal business hours, after giving the CONTRACTOR twenty-four (24) hours' notice of the date and time of such examination and audit. The CONTRACTOR shall retain these financial records for a period of three (3) years beyond the termination of this contract, unless earlier disposal is approved by the DIVISION in writing.

Fee Not Affected:

The DIVISION reserves the right to enlarge, close and/or reduce the size of any area for purposes of improvement, repair, construction and any other legitimate purpose.

Protection of Property:

The CONTRACTOR shall protect all State property from damage by themselves, their employees, the public or the elements, insofar as it is possible to do so. It is further understood that the State of Delaware, the Department and the DIVISION and any of its employees shall not be responsible for any of the CONTRACTOR's property.

Smoking Prohibited:

Smoking is prohibited in State owned facilities pursuant to 16 Del. C. §2903.

Emergencies:

The CONTRACTOR and the DIVISION or their designated agent(s) shall be available by phone and/or pager twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the contract. Information on how to contact the CONTRACTOR or their designee is to be provided to the Park Superintendent.

Trash Removal:

The CONTRACTOR agrees to fulfill this responsibility in compliance with the spirit and intent of Executive Order No. 18, Leading by Example Towards a Clean Energy Economy & Sustainable Natural Environment, as issued by Governor Markell on February 17, 2010 and which may be reviewed at http://governor.delaware.gov/orders/exec_order_18.shtml.

No Lease:

It is expressly understood and agreed that no building space or building or any part of the contracted area, is leased to the CONTRACTOR, but that during the term of the contract, the CONTRACTOR shall have the use of the area, as herein provided; and that the CONTRACTOR has the right to occupy the space assigned to it and to operate this service herein granted to it and to continue in possession thereof only so long as each and every provision and condition herein contained is properly complied with.

Assignability of Contract:

The CONTRACTOR shall not sell, mortgage, rent, assign or parcel out the contract hereby granted, or any interest herein, or allow or permit any other person or party to use or occupy any part of the premises or spaces covered by the contract for any purpose whatsoever, nor shall the contract be transferred by operation of law, it being the purpose and spirit of this instrument to grant this contract and privilege personally and solely to the CONTRACTOR herein named.

Modifications to Premises:

If any alterations, modifications, additions or improvements of the contracted premises and facilities are desired by the successful applicant, a request first must be submitted to the DIVISION for approval and work shall not commence until receiving the DIVISION'S written approval and consent. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the CONTRACTOR unless the DIVISION consents

to share a portion of said costs or provide necessary materials and/or labor. All applications shall submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation.

Damage to Premises:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of the CONTRACTOR or its employees, the CONTRACTOR shall repair at its own cost and expense the facility or property so damaged. Upon the failure of the CONTRACTOR to make such repairs within five (5) working days or a reasonable time period agreed upon by the DIVISION and the CONTRACTOR, the DIVISION will repair such damage at the cost and expense of the CONTRACTOR and deliver a detailed invoice to CONTRACTOR due and payable within thirty (30) days of the date of the invoice.

Waiver of Damages:

The CONTRACTOR waives any and all claims for compensation of any loss or damage sustained by the CONTRACTOR resulting from fire, water, natural disaster (e.g. hurricane, tornado, etc.), civil commotion or riots.

Section II – Contract Terms and Conditions

Contract Term and Extension:

The initial term of the contract between the successful CONTRACTOR and the DIVISION shall be for three (3) years with the option to renew for another three (3) year period with a final option to renew for no more than four (4) years, based on successful completion of the terms and conditions. Any renewals beyond the initial three (3) years, the contract fee would be at a maximum of \$29,900.00.

The CONTRACTOR shall notify the DIVISION in writing six (6) months prior to the expiration of this contract of its intention to continue operating the wastewater treatment facility at Lums Pond State Park, and the DIVISION shall notify the CONTRACTOR in writing five (5) months prior to the expiration of this contract, if they intend to discontinue or openly bid the facility. Any agreement to renew or renegotiate between the parties shall be mutually agreed upon. The DIVISION may cancel, bid or negotiate with others at the termination thereof unless a new agreement is entered into with the CONTRACTOR.

Collusion or Fraud:

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price or otherwise will render the agreements of such vendor(s) void.

Notice:

Any notice to the State of Delaware required under the contract shall be sent by mail and/or e-mail to:

Kerri Bennett
Department of Natural Resources and Environmental Control
Division of Parks and Recreation

**89 Kings Highway
Dover, Delaware 19904
kerri.bennett@state.de.us**

Any notice to HN Environmental Services required under the contract shall be sent by mail and/or e-mail to:

**Siddhartha Sharma
HN Environmental Services
479 Haystack Drive
Newark, DE 19711
cleanwater@comcast.net**

Indemnification and Hold Harmless

The CONTRACTOR expressly agrees to indemnify and hold the State of Delaware, the Department or any of its employees harmless from any and all claims arising out of any violations by the CONTRACTOR of any law, rule, regulation or order, and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the operation of this contract by the CONTRACTOR or from the negligence or carelessness of employees of the CONTRACTOR while on the job. The CONTRACTOR expressly agrees to indemnify the State of Delaware, the Department or any of its employees to the extent of any recoveries against them individually and/or jointly arising from it.

Insurance:

The CONTRACTOR recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the CONTRACTOR'S negligent performance under this contract and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the CONTRACTOR in their negligent performance under this contract.

The CONTRACTOR shall, as a condition precedent to the agreement taking effect, before assuming any rights hereunder, at their own cost and expense, purchase and maintain product liability, professional liability, comprehensive general liability, automotive liability and property insurance during the term of this contract to protect the CONTRACTOR, the State of Delaware, the DIVISION and their officers and employees from any claims for personal injuries, including death and property damage arising out of or occurring or caused by operation under this contract by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR while on the job, by agents of the CONTRACTOR or otherwise arising out of this contract. Such policies shall be endorsed to cover "occurrences" and not merely "accidents." All required insurance must be in effect and continue so during the term of the contract in not less than the following amounts:

Type	Amount
Comprehensive General Liability	\$1,000,000
Professional Liability/Misc. Error &	\$1,000,000/\$3,000,000

Omissions/Product Liability	
Automotive Liability (Bodily Injury)	\$100,000/\$300,000
Automotive Property Damage (to others)	\$25,000.00

The CONTRACTOR shall provide a certificate of insurance as proof that the CONTRACTOR has the required insurance.

Contract Fee:

The DIVISION, as a fee for the contract herein granted, agrees to pay to HN Environmental Services, an annual contract fee as follows:

2012	\$29,900.00
2013	\$29,900.00
2014	\$29,900.00

The CONTRACTOR shall bill monthly, Lums Pond State Park, 1068 Howell School Road, Bear, DE 19701, Attn: Park Superintendent. The DIVISION will authorize and process for payment of each invoice within thirty (30) days after the date of receipt.

Performance Guarantee:

The CONTRACTOR shall furnish and keep in full force and effect, during the term of the Contract, a performance guarantee made payable to the DIVISION, in the amount of the 10% of the contract fee conditioned for the full performance of all terms and conditions contained in the Contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the DIVISION. Said amount is not subject to increase but shall remain constant throughout the terms of the Contract.

Product Substitution:

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the DIVISION to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

Referenced Specifications:

All work under this contract shall be performed in accordance with the standards and recommended practices promulgated by but not necessarily limited to the following agencies and organizations:

U.S. Environmental Protection Agency
Delaware Department of Natural Resources and Environmental Control

Ordering Procedure:

The Contractor shall provide either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The DIVISION is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer online systems. The DIVISION may elect to pay with the State's authorized procurement (credit)

card. The Contractor must be able to accept the State's credit card for single purchases under \$2,500.00.

Shipping Terms:

F.O.B. destination

Other General Conditions:

Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions as amendments to the contract when it is in the best interest of the State to do so.

Personnel:

The CONTRACTOR will operate and manage said contract and employs such personnel satisfactory to the DIVISION. Any employee left in charge shall be at least 18 years of age. The CONTRACTOR agrees to replace said personnel or any employee, whenever requested by the DIVISION upon satisfactory performance and due cause begin shown. The CONTRACTOR agrees to have a sufficient number of personnel at such contracted area for the proper operation of this contract.

CONTRACTOR shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. CONTRACTOR shall notify the DIVISION if they desire to hire an individual who is on a registry. Written approval by the DIVISION shall be required before the CONTRACTOR can employ said individual to work at the contracted area.

Standards of Employee Performance:

The CONTRACTOR will employ only competent, mature and orderly employees and its employees will keep themselves neat and clean and will be courteous to all guests and patrons of the park. The CONTRACTOR and its employees will not use improper language, behave in a boisterous manner or engage in any unlawful or unbecoming conduct during the course of their employment by the CONTRACTOR.

Section III – Termination

Violations:

Upon failure of the CONTRACTOR to provide adequate service or operate the contract herein granted in a satisfactory manner or to comply with any of the terms and conditions of this contract, federal, state or local laws or any rule, regulation or order of the Department affecting the contract in regard to any and all matters, this contract may be suspended or revoked at any time on thirty (30) days written notice to the CONTRACTOR. Any contract fees accrued at date of revocation shall immediately become due and payable to the DIVISION.

Revocation of Contract:

In addition to the rights of revocation otherwise specifically provided in this contract agreement, the DIVISION shall have the right to revoke this contract at any time on thirty (30) days written notice to the CONTRACTOR if: (1) the CONTRACTOR files a petition in bankruptcy, has adjudicated a bankruptcy, makes an assignment for the benefit of creditors or has a receiver appointed for it; or (2) the CONTRACTOR fails to observe or perform all of the terms and conditions and agreements on its part to be observed or performed pursuant to this contract after notice specifying the details of such breach shall have been given to the CONTRACTOR by the DIVISION, provided, however, that if such breach cannot be remedied with such 30 day period, the CONTRACTOR shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and then diligently pursues such remedy to completion.

In the event the CONTRACTOR should change ownership for any reason whatsoever, the DIVISION shall have the exclusive option of continuing under the terms and conditions of the Contract with the CONTRACTOR or its successors or assigns for such period of time as is necessary to replace materials, programs or services or immediately terminating the Contract.

Termination in Case of Fire or Act of God:

If the facilities or equipment used by the CONTRACTOR shall be damaged or destroyed by fire, Act of God, or otherwise so that same cannot be used for the purposes herein, then in that event, this contract shall terminate and each party shall be released from further obligations hereunder and the contract fee shall be prorated for the period of operation.

Termination for Cause:

If for any reasons, or through any cause, the CONTRACTOR fails to fulfill in a timely and proper manner his obligations under the contract, or if the CONTRACTOR violates any of the covenants, agreements or stipulations of the contract the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of termination.

Termination for Convenience:

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and report or other material prepared by the CONTRACTOR under the contract shall, at the option of the State of Delaware, become its property, and the CONTRACTOR shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the CONTRACTOR will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONTRACTOR as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the CONTRACTOR shall be reimbursed (in addition to the above payment) for that portion of actual documented out of pocket expenses (not otherwise reimbursed under the contract) incurred by

the CONTRACTOR during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

Expiration:

Upon expiration of the contract period, CONTRACTOR shall remove all equipment and inventory furnished by them provided all contract fees have been paid. Any equipment, inventory and/or personal property left on the premises beyond thirty (30) days from the expiration shall become the property of the DIVISION.

Lobbying and Gratuities:

Lobbying or providing gratuities shall be strictly prohibited. CONTRACTORS found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this Contract shall have their contract immediately terminated.

The CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure a Contract resulting from this agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any Contract resulting from this breach without liability or at its discretion recover the full amount of the performance bond.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this Contract shall be conducted in strict accordance with the manner, forum and conditions set forth in this Contract.

Solicitation of State Employees:

CONTRACTOR shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the CONTRACTOR, its affiliates, actual or prospective contractors or any person acting in concert with the CONTRACTOR, without prior approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in termination of this Contract.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. CONTRACTOR may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

No Discrimination:

The CONTRACTOR expressly agrees, under penalty of summary cancellation of this contract, to operate the concession contracted without discrimination as to race, color, national origin, sex, sexual preference, or disability in accordance with all applicable State and Federal laws and regulations and in compliance with the provisions set forth in the Civil Rights Act of 1964, the American Disability Act, and the Laws of the State of Delaware.

Covenant against Contingent Fees:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Compliance with Applicable Laws and Regulations:

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The CONTRACTOR consents to jurisdiction and venue in the State of Delaware.

CONTRACTOR certifies that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government; and
4. Those programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

CONTRACTOR shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes adopted during its performance of the work.

If the CONTRACTOR fails to comply with No. 1 through 4 of this paragraph, the State of Delaware reserves the right to terminate the contract, or consider the CONTRACTOR in default.

IV. Entire Agreement

Scope of Agreement:

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fall, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

This instrument contains the entire agreement of the parties hereto, and no representations, claims, modifications or additions made prior to subsequent to the date of this contract shall be valid and binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument, the day and year above-written.

Original on File

DEPARTMENT OF NATURAL RESOURCES
AND ENVIRONMENTAL CONTROL

Original on File

Collin P. O'Mara, Secretary

Original on File

Charles A. Salkin, Director
Division of Parks and Recreation

Witness

Original on File

I hereby certify that Collin P. O'Mara, Secretary of the Department of Natural Resources and Environmental Control of the State of Delaware and Charles A. Salkin, Director of the Division of Parks and Recreation, personally appeared before me, and acknowledged that they signed and delivered the aforesaid instrument as their own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of January, 2012.



Original on File

Notary Public

My commission expires: 8-22-15

STATE OF DELAWARE)
) SS.
COUNTY OF Sussex)

HN ENVIRONMENTAL SERVICES

Original on File

1/23/2012

Original on File

Witness

Siddhartha Sharma

I hereby certify that Sid Sharma of HN Environmental Services personally appeared before me, and acknowledged that they signed and delivered the aforesaid instrument as their own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of JANUARY, 2012

Original on File

Notary Public

My commission expires: 08-01-2012

STATE OF DELAWARE)
) SS.
COUNTY OF SUSSEX)

BONNIE S. PARSONS
NOTARY - PUBLIC - DELAWARE
MY COMMISSION EXPIRES 8-1-2012

