

Select Board Meeting  
March 23, 2023, 6:00 pm

In attendance: David Dufresne, Chair; Rich Eichacker, Vice Chair; Derick Veliz, Clerk; James Ferrera, Town Administrator; Karen Dusty, Administrative Assistant  
Call Meeting to order.  
Pledge of Allegiance

1. **Discussion and possible vote to reappoint the Historical Commission for following members for 3-year terms: Sylvia G. Buck, Thomas G. Perkins, and William M. Shoucair for a 2-year term:** Mr. Eichacker made a motion to re-appoint Sylvia G. Buck and Thomas G. Perkins to the Historical Commission for a 3-year term, Appoint William M. Shoucair to the Historical Commission for a 2-year term. 2<sup>nd</sup> by Mr. Veliz AIF Passed unanimously.
2. **Review of the report on the winter storm of March 14-15** Report has been attached to this document.
3. **Discussion and possible vote on trading in the 2010 Ford Explorer to the Colonial Automotive Group:** Mr. Eichacker made a motion to allow the 2010 Ford Explorer to be traded in for \$550 towards the 2023 Silverado. 2<sup>nd</sup> by Mr. Veliz AIF unanimously.
4. **Discussion and vote to purchase 2 Dell Latitude computers using ARPA monies in the amount of \$4,000:** Chief Lavoie stated that in the ambulance the computer that they have is great this one would be a backup, the 2<sup>nd</sup> one will be for programing the radios. Mr. Eichacker made a motion to allow ARPA funds in the amount of \$4,000 to purchase 2 Dell Latitude computers for the use of the Fire Department. 2<sup>nd</sup> by Mr. Veliz AIF Passed Unanimously.
5. **Fire Chief monthly report:** Chief Lavoie presented his report.
6. **Discussion and possible vote on the budget:** After more discussion it was decided that the budget will be voted on next week so it can be finalized with FinCom on Saturday April 1, 2023.
7. **Discussion and possible vote on the warrants:** After the discussion it was determined that the Articles will be closed on April 6, 2023, select board meeting.
8. **Review and possible vote on an engagement letter from Roselli, Clark & Associates for auditing and professional services:** Mr. Ferrera stated that the Auditor that has worked for the town for many years has retired. After reviewing what other companies offer, this is the one he would recommend. Mr. Eichacker made a motion to engage Roselli Clark & Associates for auditing and professional services. 2<sup>nd</sup> by Mr. Veliz AIF Passed unanimously.
9. **Warrants & Bills:**
  - a. Warrants: Mr. Eichacker made a motion to pay the following warrants: 2<sup>nd</sup> by Mr. Veliz, AIF Passed unanimously
    - i. #86 Payroll \$51,774.80
    - ii. #87 Vendor \$105,537.41
  - b. Bills: Mr. Eichacker made a motion to pay the following Bills: 2<sup>nd</sup> by Mr. Veliz, AIF Passed unanimously.
    - i. Tracey Baptiste \$156.00
    - ii. B-G Mechanical Services \$506.34+320.00=\$826.34
    - iii. Warren Electrical Contractor \$227.21
    - iv. Associated Building Wreckers \$585.00
    - v. WB Mason \$199.96
    - vi. EZ True Value \$26.99

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vii. Serv-U Locksmith	\$14.99
viii. Marlin	\$1,107.23

**Minutes:** NO Minutes

**Town Administrator Report:**

- a. Mr. Ferrera stated that he had done the drafts for the where the money was coming out for the Special Town Meeting requests and the Annual Town Meeting requests. One-time expenditures can only come from Free Cash.
- b. He is scheduled to do a walk-thru of the Police station with Ms. Church, the Building Commissioner, this week to get a better idea of what needs to be corrected.
- c. Mr. Ferrer stated that the staff meeting went well.

**New Business:** None

**Old Business:** None

**10. Correspondence:** KP Law Letter, see attached

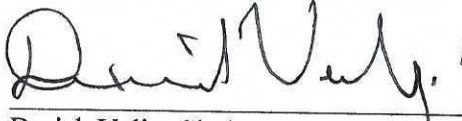
**Comments and Concerns:**

- a. Mr. Veliz asked if we have a formula ready to go that will figure out what the tax rate will be if everything is approved.
- b. Resident Tim asked if the selectmen would please speak with the person that they appointment on the Warren Housing Authority, Mr. Dufresne stated that he left a message, and they were playing phone tag. But he will try again.

**Next meeting** March 30, 2023, 6 PM

**Adjourn:** Mr. Eichacker made a motion to adjourn 2<sup>nd</sup> by Mr. Veliz AIF Passed adjourned 8:10 pm

Respectfully submitted by:  
Karen Dusty, Administrative Assistant

  
Derick Veliz, Clerk

## **FIRE CHIEF REPORT**

### **February 2023**

#### **FIRE CALLS:**

The Fire Department responded to 29 calls in February of 2023.

Motor Vehicle Accident.....	7
Medical Assist.....	6
Oil Burner Issue.....	1
Investigations.....	3
Structure Fires.....	2
Service Call.....	3
Power Line Incident.....	1
Cancelled.....	3
Cooking Fire.....	2
Illegal Burn.....	1

#### **AMBULANCE:**

The ambulance responded to 64 calls in February of 2023, and 10 ALS intercepts were required.

#### **INSPECTIONS:**

The following inspections took place in February of 2023:

- 2 Smoke/CO
- 2 Propane Tank Inspections
- 2 Oil Burner/Tank Inspections

#### **ACTIVITIES/MEETINGS:**

In February, Warren Fire personnel trained in hose line deployment and repacking procedures on all apparatus. Warren EMS did not hold a regular training due to a scheduling conflict.

#### **BUDGET:**

I continue to watch the FY23 budget closely and at this time I don't see any overly concerning shortages in line items. I will update the Board and Town Administrator should any issue become apparent.

Respectfully,  
Adam Lavoie  
Fire Chief



## **Summary of Major Winter storm that occurred March 14 and 15<sup>th</sup> 2023**

Conference call with Mema of pre storm information March 13th  
3 PM

Conference call with national grid March 14, 3 PM storm updates from  
national grid

March 14th Quaboag Regional School District decided to close school  
for 15th They ended up having a two-hour delay on the 16th.

Closings of town offices, senior center and transfer station also  
occurred.

Community liaisons from National Grid were activated March 15  
contacted Warren Emergency Management to priority, tree on  
powerline issues were relayed to their storm desk.

Rep from MEMA called about 10:40 am to check in

During the event, roughly 75 to 100 customers were without power  
from between four and six hours.

Winter storm warnings were in effect from 8 PM and 14th through 8  
PM March 15.

Precipitation started at 2 PM Monday the 14th as rain, rain continued through the evening started to mix around 8pm with snow in elevations from 400 to 600 feet

Snow started to stick to surfaces after 10 PM and then road surfaces by 12 am by 2 AM there was about 2 1/2 inches of snow a heavy wet pasty, snow it continued sticking to all trees powerlines at elevations of 400 to 800' heaviest was on south east side and north Warren coyhill Area of town was receiving the most snow. Between 4 AM and 10 AM was the heaviest part of the storm after 7 AM we started having tree on powerline issues due to the heavy snow load, roughly 6 to 10 inches of snow was on the ground at that time 10 inches on the higher elevations such a Southbridge Road area Cronin, Bragg, Forest, Hawkes, isolated power outages began.

Then we had trees on wires blocking roads Bemis Rd., Cronin Road, Reed Street, North Street police and fire were activated reporting all the tree and powerline issues, power companies worked to get the trees off the lines made repairs as needed. Roads were back open by evening of the 15th snow continued until about 10 PM on the 15th with an additional 2 inches that occurred from 5 PM through 10 PM The storm also had gusty winds at times, so intern elevation, made the big difference in the storm elevations from 400 to 800 feet received between 6 and 9 inches elevations from 800 to above 1000 received 10 to 14 inches.

## Massachusetts Emergency Management Agency

I would encourage all communities to make sure they are tracking costs related to the March 14<sup>th</sup> Nor'Easter. This would include overtime, contract costs and equipment and materials costs directly related to snow removal, de-icing, salting, snow dumps, sanding and related public safety activities. I would also track costs related to shelter and warming center operations.

Thank you

Bonnie

*Bonnie Roy*

*Regional Manager*

*MEMA Region III/IV*

*413-750-1406*

*Cell: 413-230-6073*

*[Bonnie.roy@mass.gov](mailto:Bonnie.roy@mass.gov)*

*Asking Highway, Fire, Police, Sewer, board of selectmen, account, TA*

*any costs related storm, please hang on in your files. just in case any funds come available to this event.*

*Thanks EMD Jim Mckeen*





**ROSELLI, CLARK & ASSOCIATES**  
CERTIFIED PUBLIC ACCOUNTANTS

500 West Cummings Park  
Suite 4900  
Woburn, MA 01801

Telephone: (781) 933-0073

[www.roselliclark.com](http://www.roselliclark.com)

March 1, 2023

Town of Warren, Massachusetts  
Mr. James J. Ferrera  
Town Administrator  
48 High Street  
Warren, MA 01083

Mr. Ferrera:

We are pleased to confirm the understanding of the services we are to provide for the Town of Warren for the years ended June 30, 2023, 2024 and 2025. We will audit the financial statements of the governmental activities, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of, the Town of Warren, as of and for the years ended June 30, 2023, 2024 and 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the Town of Warren's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Warren's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of Proportionate Share of Net Pension Liability
4. Schedule of Contributions to Pension Plan
5. Schedule of Changes in Net OPEB Liability and Related Ratios
6. Schedule of Contributions to OPEB Plan
7. Schedule of Investment Returns – OPEB Plan

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole.



Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the Town of Warren and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Warren's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue a report or may withdraw from this engagement.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and they may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements and related matters.

### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.



## **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Warren's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

## **Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Warren in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information.



You also agree to either (a) include the audited financial statements with any presentation of the supplementary information that includes our report thereon, or (b) make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes as nonaudit services we provide. Furthermore, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations.



If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to perform to complete the engagement within the established deadlines and may result in a delay or inability to complete the engagement within the established deadlines, if such cooperation or assistance is not provided by your key personnel.

We may provide copies of our reports to other governmental entities as requested; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Roselli, Clark & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to your regulating agency(ies) or its designee for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Roselli, Clark & Associates personnel or designee. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by your regulating agency(ies). If we are aware that a federal awarding agency is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tony Roselli, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs, (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$32,000** per year.

In addition, as described above, you may ask us to perform additional nonaudit services as they arise from time to time. We suggest reserving approximately **\$8,000** on an annual basis to complete these services.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We are to provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. A copy of the peer review report can be viewed and obtained on our website at: [www.roselliclark.com](http://www.roselliclark.com).



We appreciate the opportunity to be of service to the Town of Warren and believe that this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Very truly yours,

*Roselli, Clark & Associates*

Roselli, Clark & Associates  
Certified Public Accountants

CERTIFICATION:

Roselli, Clark and Associates hereby certifies that it is familiar with the provisions of M.G.L. c.268A, the Massachusetts Conflict of Interest Law, and it has no relationship that would constitute a violation of c.268A.

Roselli, Clark and Associates is independent with respect to the Town of Warren, in accordance with standards promulgated by the American Institute of Certified Public Accountants and Government Accountability Office.

RESPONSE:

This letter correctly sets forth the understanding of the Town of Warren.

Signature: *MA P L*

Title: Selectman, Chair

Date: 3-23-2023



*The Leader in Public Sector Law*

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Tel: 617.556.0007 | Fax: 617.654.1735  
[www.k-plaw.com](http://www.k-plaw.com)

March 17, 2023

**Lauren F. Goldberg**  
lgoldberg@k-plaw.com

Hon. David P. Dufresne, Sr. and  
Members of the Board of Selectmen  
Warren Town Hall  
48 High Street  
P.O. Box 609  
Warren, MA 01083

Re: Notice of Rate Increases for FY24

Dear Members of the Board of Selectmen:

I am writing on behalf of the Firm's Management Committee to notify you of a rate change for FY24. Effective July 1, 2023, the hourly rate for Town Counsel legal services will increase by \$10.00 to \$220.00. "Specialty Legal Services" rates quoted last year for certain time-intensive complex issues, attached, will continue to apply. Paralegal services will be billed at one-half the quoted attorney hourly rate. We will pass through disbursements and other costs incurred by the firm on behalf of the Town and will continue to absorb all costs for in-house copying and postage.

The firm very much appreciates and values our relationship with the Town. Please call or e-mail me at your convenience with any further questions.

Very truly yours,



Lauren F. Goldberg

LFG/aem  
854472 /KP/0017



*The Leader in Public Sector Law*

**CLIENT SPECIALITY LEGAL SERVICES RATES**  
**FY23 and FY24**

“Specialty Legal Services” rates reflect the high demand for such services and the intensity of the work required to provide such services.

- Comprehensive permit matters, including hearings, and similar matters paid for by third parties such as host community agreement negotiations and the like, and including any administrative or court appeals (\$360/hour if fees are not paid by municipality; or \$330/hour if paid by the municipality);
- Comprehensive general or zoning bylaw revision or review and comprehensive form of government charter or special act adoption or amendment services (\$300);
- Election recounts (\$300);
- Cable television licensing (\$300); and
- Bond counsel work (fees calculated based upon “standard” factors in the field).

Paralegal services are billed at one-half the quoted attorney rate. Disbursements and other costs incurred by the firm are passed through to the City or Town; however, we do not charge for in-house copying and postage.

Please contact Lauren Goldberg at [lgoldberg@k-plaw.com](mailto:lgoldberg@k-plaw.com) or at (617) 654-1753 with questions.

825625/KP/0005





# BOARD OF SELECTMEN MEETING

CHARLES E. SHEPARD MUNICIPAL BUILDING

DATE: \_\_\_\_\_

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