

**BY-LAWS OF
THE NEW JERSEY TURNPIKE AUTHORITY**

**Amended and Restated February 28, 2017
and effective March 14, 2017**

These By-Laws are adopted by the Board of Commissioners of the New Jersey Turnpike Authority (the "Authority") pursuant to Section 5 of the New Jersey Turnpike Authority enabling legislation, N.J.S.A. 27:23-1, et seq. (the "Act"), and the Authority regulations promulgated thereunder, N.J.A.C. 19:9-1.1, et seq. (the "Regulations").

ARTICLE I

GENERAL

A. General Powers. The property, affairs and business of the Authority shall be managed by its Board of Commissioners (the "Board") pursuant to the powers and authority granted to the Board pursuant to the Act.

B. Number, Tenure and Qualifications. The Board shall be composed of members (as described in the Act and hereinafter each, a "Commissioner") whose numbers, qualifications, appointments and terms of office shall be as provided for by the Act, N.J.S.A. 27:23-3.

C. Fiscal Year. The fiscal year of the Authority shall commence on the first day of January of each calendar year and conclude on the last day of December of the same calendar year.

D. Ethics. The Authority shall at all times comply with the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12, et seq.

ARTICLE II

OFFICERS

A. Officers of the Authority. The officers of the Authority shall be the Chair, Vice-Chair, Secretary, Treasurer, Executive Director, Deputy Executive Director, Chief Operating Officer, General Counsel, Chief Engineer, Chief Financial Officer, and Chief Information Officer (collectively, the "Officers"). The Board may, by resolution, appoint other officers at its discretion to manage the affairs of the Authority.

B. Delegation. Any Officer may delegate in writing his or her duties to his or her deputy in the absence of the Officer and until the Officer returns to duty or a new Officer is appointed.

ARTICLE III

DUTIES

A. Board of Commissioners. The Board shall be responsible for reviewing and monitoring whether Authority procedures and regulations and executive staff's financial, management, and operational decisions and controls are in compliance with the overall policies of the Authority. The Board shall also be responsible for adopting strategic plans, capital plans, and budgets of the Authority. In serving as a

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Commissioner of the Authority, each Commissioner shall act in a fiduciary capacity with a duty of loyalty and care owed to the Authority.

B. Chair. The Chair shall be a member of the Board and appointed by the Governor, as provided in the Act. The Chair shall be the chief executive officer of the Authority and shall preside at all meetings of the Board and rule on all questions of order. The Chair shall communicate to the Executive Director and, where appropriate, executive staff, the policies of the Authority established by the Board and shall be responsible for advancing the mission and promoting the objectives of the Authority to members of the general public.

C. Vice Chair. The Vice Chair shall be a member of the Board and appointed by the Governor, as provided in the Act. The Vice Chair shall preside over all Board meetings in the absence or disability of the Chair. The Vice Chair shall perform the duties of the Chair as Acting Chair in the event the office of the Chair is vacant and until a new Chair is appointed by the Governor. The Vice Chair shall have such other powers and perform such other duties as the Chair or the Board may from time to time prescribe.

D. Secretary. The Secretary shall be appointed by and serve at the pleasure of the Board and need not be a Commissioner. The Secretary shall prepare accurate minutes of the meetings of the Board, keep the official records and the seal of the Authority, certify, when required to, copies of records, give proper notice of all meetings required by the Open Public Meetings Act, and be responsible for administering the Open Public Meetings Act requirements. The Secretary shall deliver and certify forthwith a true copy of the minutes of every meeting of the Authority to the Governor. The Board may, by resolution, appoint an Assistant Secretary and delegate any and all of the duties and confer any and all of the powers of the Secretary to the Assistant Secretary.

E. Treasurer. The Treasurer shall be appointed by and serve at the pleasure of the Board and need not be a Commissioner. The Treasurer shall have such powers and perform such duties as the Board may prescribe from time to time. In the absence of the Treasurer, or if no Treasurer is appointed by the Board, the Chief Financial Officer shall act as the Treasurer.

F. Executive Director. The Executive Director shall have general administrative control over all activities of the Authority and shall manage the operations of the Authority. In furtherance of these duties, the Executive Director shall organize the Authority into one or more departments and shall hold executive staff responsible and accountable for making financial, managerial, and operational decisions in compliance with the policies established by the Authority, and shall consult with the Board, as necessary, to enable the Board to perform its oversight duties described above. The Executive Director shall be responsible for the management of all employees except the Internal Auditor, who reports to only the Chair, and shall establish work rules for employees, including employee job descriptions and work hours.

1. Additional Powers. The Executive Director shall have the following additional powers:

- (a) To supervise the preparation of and submit to the Board for its approval and adoption a proposed annual budget;
- (b) To sign all deeds of conveyance, legal instruments, and documents in furtherance of the powers granted under these By-Laws, or in furtherance of transactions authorized by the Board;
- (c) To terminate any contract or agreement in accordance with its terms if the Executive Director deems such termination to be in the best interests of the Authority;
- (d) To reject all bids or responses to requests for proposals if deemed to be in the best interests of the Authority;
- (e) To approve procurements in an amount not to exceed \$100,000 of goods and services, including services of a professional or consultative nature pursuant to N.J.S.A. 27:23- 6.1, and to approve changes or supplements to such procurements for goods and services previously approved by the Board, in an aggregate amount not to exceed \$100,000 per procurement;
- (f) To approve the acquisition by the Authority of any real property interest necessary for any Authority transportation project, in an amount not to exceed \$100,000;
- (g) To approve the sale or disposition of any surplus real or personal property owned by the Authority, in accordance with the Authority's policies and regulations regarding surplus property, provided the value of said surplus property does not exceed \$500,000.
- (h) To approve settlements of litigation in which the Authority is a defendant, workers' compensation claims, and contractual disputes, and to approve settlements and release agreements relating to employment matters, in an amount not to exceed \$100,000;
- (i) To approve settlements of toll violations (unpaid tolls and administrative fees), in an amount not to exceed \$35,000;
- (j) To approve settlements of litigation claims or claims for damage to Authority property made by the Authority in an amount not to exceed \$1,000,000;
- (k) To approve work orders directing governmental entities, or their subdivisions, and utilities (as described in N.J.S.A. 27:23-6) to

move utilities (cables, pipes or other infrastructure) to accommodate Authority transportation projects (as defined in N.J.S.A. 27:23-4), including utility orders authorized by the Act, provided the cost of such work does not exceed \$500,000;

(l) To approve and execute licenses to cross and other permissions specified in the Authority's regulations, or to delegate such execution authority to the head of the applicable Authority Department;

(m) To execute any agreement or permit necessary for the Authority or its agents, contractors or consultants to access or occupy any real property outside of the Authority's right-of-way as necessary for a transportation project (as defined in the Act), provided the cost or fee associated with such agreement or permit does not exceed \$25,000;

(n) To execute and enforce Post-Paid Plan Agreements;

(o) To sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

(p) To approve, upon recommendation of the Chief Engineer or Director of Maintenance, change orders to Board-approved contracts relating to capital improvement and major maintenance projects of the Authority to adjust quantities and address unexpected developments. To approve, upon recommendation of the Chief Engineer or Director of Maintenance, changes to the original scope of work of Board-approved contracts relating to capital improvement and major maintenance projects of the Authority; provided such change orders do not exceed in the aggregate for a single contract of 5% of the original contract amount.

2. Emergency Powers: If an emergency arises that may require Authority action that exceeds the authority granted to the Executive Director under this Article III-F, and if the nature and timing of the emergency require, in the reasonable judgment of the Executive Director, that action be taken prior to the date on which Board consideration can occur and become final, then the Executive Director may proceed as follows: consult with the Chair or, if the Chair is not available, consult with the Vice Chair and obtain the consent of one of them to proceed to address the emergency without awaiting Board consideration. If neither the Chair nor the Vice Chair is available, then the Executive Director may proceed without consultation. The

Executive Director will report to the Board at the next succeeding Board meeting regarding any action taken pursuant to this provision.

G. Deputy Executive Director. The Deputy Executive Director shall perform those duties assigned by the Executive Director, including the execution of documents that the Executive Director is authorized to sign as authorized in writing by the Executive Director. In the absence of the Executive Director, the Deputy Executive Director, at and subject to the direction of the Chair, shall assume the duties, responsibilities, and authority of the Executive Director, including the execution of documents, until such time as the Executive Director resumes his or her duties or a new Executive Director is appointed. The Executive Director may, in his or her discretion, assign in writing to the Deputy Executive Director the performance, in whole or in part, of any power, authority or discretion conferred upon the Executive Director by any of the provisions of these By-Laws, or by any resolution heretofore or hereafter adopted by the Board.

In addition to the powers set forth herein, the Deputy Executive Director is authorized to approve settlement of disputes, including but not limited to, disputes involving litigation in which the Authority is plaintiff or defendant, settlement and release agreements relating to employment matters, and settlements of workers compensation claims and toll violations, so long as the amount paid or accepted by the Authority pursuant to such settlement does not exceed \$75,000, and to execute Post-Paid Plan Agreements. The Deputy Executive Director may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

H. Chief Operating Officer. The Chief Operating Officer shall manage and oversee the daily operations of the Authority and perform such other duties as assigned by the Executive Director. The Chief Operating Officer may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

I. General Counsel. The General Counsel shall be the legal adviser of the Authority, shall furnish opinions, advice and counsel, and shall in his or her discretion assign particular legal matters to outside counsel approved by the Board. The General Counsel is authorized to approve settlement of disputes, including but not limited to, disputes involving litigation, so long as the amount pledged or accepted by the Authority pursuant to such settlement does not exceed \$50,000. The General Counsel may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00, and may sign releases and related documents for settlements approved in accordance with these By-laws.

J. Chief Engineer. The Chief Engineer shall be responsible for planning, design and construction supervision of all capital improvement and major maintenance projects of the Authority. The Chief Engineer shall have the following additional powers:

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1. To review and evaluate applications for licenses to cross, subject to the approval of the Executive Director;
2. To sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.
3. For Federal, State, or any other public permitting process, the Chief Engineer is authorized to sign as property owner on behalf of the Authority.

K. Chief Financial Officer. The Chief Financial Officer shall be responsible for implementing adequate internal financial controls in compliance with applicable laws and financial management standards and shall provide for the custody of the funds and other property of the Authority. The Chief Financial Officer shall report on the Authority's financial affairs to the Executive Director and the Board. The Chief Financial Officer may settle claims by the Authority for toll violations where the amount sought in aggregate unpaid tolls and administrative fees is less than \$10,000, and may execute and enforce Post-Paid Plan Agreements. The Chief Financial Officer may settle claims for damage to Authority property caused by others up to an amount of \$10,000. The Chief Financial Officer may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

L. Chief Information Officer. The Chief Information Officer shall be responsible for information technology operations, issues and recommendations relating to technology. The Chief Information Officer may sign documents ancillary to contracts with contractors, consultants and vendors, such as confidentiality agreements, provided that such documents do not impose a fee on the Authority in excess of \$500.00.

M. Director of Internal Audit. The Director of Internal Audit shall be responsible for the internal auditing functions of the Authority and for auditing of financial and operating records of firms doing business with the Authority. The Director of Internal Audit may also serve as the "Internal Auditor" who shall advise the Audit Committee of the Board. When acting operationally as the Director of Internal Audit, he or she may report to the Executive Director with respect to functions other than those of the Internal Auditor.

N. Additional Staff. The Board may name and appoint, from time to time, such additional officers, consultants and employees as it may require, and may designate their general duties and under whose supervision or direction they shall serve.

ARTICLE IV

FINANCIAL MATTERS

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A. Bank Accounts. The Chief Financial Officer is authorized to approve and execute agreements with banks and other financial institutions for accounts established pursuant to bond resolutions to hold Authority funds.

B. Check Signatories. The following officers may sign checks on behalf of the Authority:

1. Executive Director
2. Deputy Executive Director
3. Chief Operating Officer
4. Chief Financial Officer
5. Deputy Chief Financial Officer
6. Treasurer
7. Secretary

Only one signature is required for checks in amounts of \$100,000 or less. Two signatures are required on any check in excess of \$100,000, and no officer may sign in more than one capacity. Facsimile signatures are acceptable.

ARTICLE V

MEETINGS; OPEN PUBLIC MEETINGS POLICY

A. Regular and Special Meetings. Regular meetings of the Board shall be held at such times and places as may be determined by resolution of the Board. In no event shall there be fewer than four Board meetings held per calendar year. Special meetings of the Board may be called by the Chair or, in the Chair's absence, the Vice Chair, and shall be called at the written request of two or more Commissioners. Written notice of each such special meeting shall be given to each Commissioner who does not waive such notice in writing at least 48 hours prior to the time specified for the meeting, and shall specify the time, place and purpose(s) of the meeting. At such meetings, any and all matters may be considered and acted upon by the Board.

B. Open Public Meetings Act; Notice of Meetings of the Authority. All meetings of the Board, whether regular, special, or emergency, in person or by means of telephonic or alternative communications equipment, shall be scheduled and conducted in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-1, et seq., as amended. Public notice of the annual and all regular and special meetings shall be given in accordance with the provisions of the Open Public Meetings Act.

C. Executive Sessions. At any regular or special meeting of the Board, the Authority may, in accordance with the Open Public Meetings Act, close its session to the public.

D. Quorum. Pursuant to Section 3 of the Act, N.J.S.A. 27:23-3, the required quorum for a Board meeting shall be five (5) Commissioners. If a quorum shall not be present at any meeting of the Board, a majority of the Commissioners present shall adjourn the meeting to another time and place.

E. Agenda. An Agenda shall be prepared for each meeting of the Board by the Executive Director with the assistance of the Secretary and Authority staff. The Chair shall approve the Agenda. The approved Agenda and other relevant material shall be delivered to each Commissioner no later than two (2) days prior to each regular meeting, provided that materials relating to emergent matters, as determined by the Chair, may be delivered fewer than two (2) days prior to a meeting. During any regular or special meeting of the Board, any Commissioner may move to add a new resolution to the Agenda in accordance with the Motions Procedure set forth in Article V.H.

F. Participation by Conference Telephone. One or more Commissioners may participate in a meeting of the Board, or any committee thereof, by means of telephonic or alternative communications equipment through which all persons participating in the meeting can hear and speak to one another at the same time. Participation in a meeting by such means shall constitute presence in person at the meeting and therefore shall be counted for the purposes of determining a quorum thereof, and shall entitle such Commissioner to exercise all rights and privileges to which such Commissioner might be entitled were they personally in attendance, including the right to vote and any other rights attendant to presence in person at such meeting.

G. Resolutions. All resolutions shall be in written form as an item of the Agenda (an "agenda item") to be voted upon. All agenda items to be voted on shall be numbered. At the discretion of the Chair, the Board may vote on multiple agenda items by one motion.

H. Motions Procedure. Upon a motion being proposed and seconded, the Chair shall state the question and, after discussion, shall call the question. Discussion of any issue is subject to regulation by the Chair to assure adequate consideration of relevant points of view in the best interests of the Authority. The vote of the Commissioners shall be to adopt or reject the motion; alternatively, before the question is presented for a vote, a motion may be made to postpone consideration of the motion under discussion, which must be seconded and is debatable.

I. Role of the Chair. Authority for conduct of the meeting is assigned to the Chair, who shall be responsible for timely, fair and reasonable conduct of the meeting's business. Decisions of the Chair are final on questions of procedure, except that any ruling can be appealed to a vote of the Board. If a ruling of the Chair is corrected by the Board, the Chair shall amend its ruling to reflect the will of the Board.

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J. Votes. The affirmative vote of five (5) Commissioners shall be necessary for any action taken by the Authority pursuant to the Act, N.J.S.A. 27:23-3. Voting may be, at the discretion of the Chair, by voice vote or by roll call and the “yeas” and “nays” will be entered upon the agenda items and in the minutes of Board meetings. After due discussion, the vote shall be recorded upon all agenda items presented for vote at any meeting of the Board. If five votes are cast in favor of an agenda item, it shall constitute an approved resolution of the Board. If fewer than five (5) votes are cast in favor of an agenda item, the resolution shall be deemed lost.

ARTICLE VI

OPEN PUBLIC RECORDS ACT

The Authority shall conduct its business and activities in the public interest and shall comply with the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1, et seq.

ARTICLE VII

COMMITTEES OF THE BOARD

A. Audit Committee. There is established an Audit Committee in compliance with Executive Order #122 (McGreevey) dated July 23, 2004 (“EO 122”). The Audit Committee shall consist of at least three members, two of whom shall be Commissioners, none of whom shall be staff, all of whom shall be independent, as described in EO 122. The members of the Audit Committee shall include at least one member who, in the determination of the Chair and Executive Director, possesses a high level of financial expertise.

The purpose of the Audit Committee is to assist the Board in its oversight of (1) the financial reporting process; (2) the independent audit process; (3) the independent auditor’s qualifications and independence; (4) the performance of the Authority’s independent auditors; and (5) the process for monitoring compliance with the Authority’s operating policies with an emphasis on compliance with the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12, et seq. In carrying out its duties, the Audit Committee shall proactively assist the Board in overseeing: (1) the integrity and quality of the Authority’s financial statements; (2) the Authority’s compliance with legal, regulatory and ethical requirements; (3) the auditor’s performance and ability to perform; and (4) the performance of the Authority’s own internal audit and internal control functions. The Internal Auditor and Chief Financial Officer shall be available to advise the Audit Committee.

B. Other Committees. The Board may establish other Committees as the Board may deem necessary from time to time to provide for the effective and efficient governance of the Authority, and to make recommendations to, and act on behalf of, the Board.

ARTICLE VIII

DEFENSE AND INDEMNIFICATION OF INDIVIDUALS

A. As used in this Article VIII, the term "indemnified party" shall mean an individual who is a Commissioner, officer, or employee of the Authority. The terms "Commissioner," "officer," and "employee" shall include a former Commissioner, officer, and employee, and the estate or a judicially appointed personal representative of such present or former Commissioner, officer, or employee.

B. Upon compliance by an indemnified party with the provisions of paragraph H of this Article VIII, the Authority shall provide for the defense of the indemnified party in any civil action or proceeding in any state or federal court or administrative tribunal (collectively, "proceeding") arising out of any alleged act or omission that occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Authority employment or duties; or which is brought pursuant to Section 1983 of Title 42 of the United States Code and the act or omission underlying the action occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Authority employment or duties. The Authority shall not provide for a defense where such proceeding is brought by or on behalf of the Authority or to recover Authority funds.

C. Where an individual seeking indemnification delivers process to General Counsel as required by paragraph H of this Article VIII, General Counsel shall take the necessary steps on behalf of the individual in order to avoid entry of a default pending resolution of any question pertaining to the determination whether to provide for a defense. General Counsel shall, in accordance with policies adopted by the Authority, assign outside counsel where General Counsel determines, based upon an investigation and review of the facts and circumstances of the case, that representation by General Counsel would be inappropriate.

D. The Authority shall indemnify and save harmless an indemnified party in the amount of any judgment obtained against such indemnified party in any proceeding, or in the amount of any settlement of a claim, or shall pay such judgment or settlement; provided, however, that the act or omission from which such judgment or settlement arose occurred while the indemnified party was acting within the scope of Authority employment or duties; and provided, further, that the Authority shall not indemnify and save harmless or pay under this Article VIII where the injury or damage resulted from actual fraud, actual malice, willful misconduct or intentional wrongdoing on the part of the party seeking indemnification, or where the Authority has brought the action.

E. Any proposed settlement or final judgment that may be subject to indemnification or payment by the Authority in accordance with these By-Laws, if not inconsistent with the provisions of this Article VIII, shall, as applicable, be

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authorized for payment in accordance with the provisions of these By-Laws; provided, however, that General Counsel has determined that such proposed settlement or final judgment is in the best interest of the Authority. Nothing in this Article VIII shall be construed to authorize the Authority to indemnify and save harmless or pay an indemnified party with respect to a settlement not so reviewed and approved by General Counsel.

F. Nothing in this Article VIII shall require the Authority to indemnify or save harmless an indemnified party with respect to fines or penalties; provided, however, that the Authority shall indemnify and save harmless an indemnified party in the amount of any costs, attorneys' fees, damages, fines, or penalties that may be imposed by reason of an adjudication that an indemnified party, acting within the scope of Authority employment or duties, has, without willfulness or intent, violated a prior order, judgment, consent decree, or stipulation of settlement entered in any proceeding.

G. The Authority may, consistent with applicable law, provide for a defense when punitive damages are sought or criminal charges are asserted, in connection with any alleged act or omission that occurred or is alleged in the complaint to have occurred while the individual was acting within the scope of Authority employment or duties, based upon an investigation and review of the facts and circumstances and a determination by General Counsel that provision of such defense would be in the best interest of the Authority; provided, however, that the Authority shall provide reimbursement of defense costs incurred by or on behalf of an indemnified party in defense of a criminal proceeding arising out of such an act or omission upon acquittal or dismissal of the criminal charges. Furthermore, the Authority may, consistent with applicable law, indemnify or save harmless an indemnified party with respect to fines or penalties, based upon an investigation and review of the facts and circumstances of the case and a determination by General Counsel that to indemnify and save harmless such indemnified party would be in the best interest of the Authority.

H. The benefits of this Article VIII shall be conditioned upon (i) delivery to General Counsel of the original or a copy of any summons, complaint, process, notice, demand or pleading ("process") within five (5) days after receipt or service of such document, such delivery being deemed a request by the party seeking indemnification that the Authority provide for defense pursuant to this Article VIII; (ii) the full cooperation of the indemnified party in the defense of such action or proceeding and in defense of any action or proceeding against the Authority based upon the same act or omission, and in the prosecution of any appeal; and (iii) the agreement of the indemnified party that the Authority shall be entitled to withdraw such defense and demand reimbursement from such party for costs incurred in connection with such defense in the event that, upon further discovery, indemnification is not required or otherwise warranted under this Article VIII.

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I. The benefits of this Article VIII shall inure only to an indemnified party as defined herein and shall not enlarge or diminish the rights of any other party. This Article VIII shall not in any way affect the obligation of any claimant to give any notice otherwise required by any provision of law. The provisions of this Article VIII shall not be construed to impair, alter, limit, or modify the rights and obligations of any insurer under any policy of insurance.

J. Except as otherwise specifically provided herein, the provisions of this Article VIII shall not be construed in any way to impair, alter, limit, modify, abrogate, or restrict any immunity available to or conferred upon any unit, entity, Commissioner, officer, or employee of the Authority, or any right to defense and/or indemnification provided for any governmental officer or employee by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

ARTICLE IX

RESERVATION OF POWERS

The powers not delegated by these By-Laws are reserved to the Board. The powers vested by or pursuant to these By-Laws in the Executive Director or other staff shall not be construed or deemed to limit the authority of the Board to act. If such authority is exercised by the Board of Commissioners, it shall not be construed or deemed to affect the power of the Executive Director or other staff in similar cases thereafter.

ARTICLE X

AMENDMENTS

These By-Laws may be amended by resolution duly adopted at any regular or special meeting of the Board of Commissioners.

New Jersey Turnpike Authority

Certificate as to By-Laws

I, Kim A. Schurman, Secretary to the New Jersey Turnpike Authority (Authority), hereby certify that the foregoing is a true copy of the By-Laws of the Authority, as amended as of February 28, 2017 and approved by the Board of Commissioners of the Authority on said date.

In Witness Whereof, I have hereunto set my hand this 14th day of March, 2017.



Kim A. Schurman
Secretary