



Clackamas, Hood River, and Wasco Counties

**Board Meeting
June 16, 2023
9:00 – 10:00 a.m.**

Virtual Only via Zoom: <https://us06web.zoom.us/j/83744138199>
Or call: 253-215-8782, Meeting ID: 837 4413 8199

AGENDA

| Topic | Estimated Time | Item |
|---|-----------------------|-------------|
| Call to Order, Introductions | | |
| Minutes | 5 minutes | Approval |
| Financial Report | 5 minutes | Acceptance |
| FY23 Supplemental Budget Approval | 5 minutes | Decision |
| FY24 Budget Second Reading/ Approval | 5 minutes | Decision |
| MCEDD Contract Renewal | 5 minutes | Decision |
| Opening New Bank Account | 5 minutes | Decision |
| Board Officer Election | 5 minutes | Decision |
| Funded Loan Updates <i>Picture This Framing and Print</i> | 10 minutes | Information |
| <i>Executive Session per ORS 192.660 (f) (Exempt Documents)</i> <i>Regular Session Reconvened</i> | | |
| Loan Actions | 5 minutes | Decision |
| Staff Updates: IGA, Pipeline | 5 minutes | Information |
| Other New Business, Good of the Order | | |
| Adjourn | | |

The meeting location is accessible to persons with disabilities. If you have a disability that requires any special materials, services or assistance please contact MCEDD at (541) 296-2266 at least 48 hours before the meeting so arrangements for appropriate accommodations can be made.

Executive Session Protocol
Mount Hood Economic Alliance (MHEA) Board

After discussion agenda items are presented in open session by MHEA staff, the MHEA Chair will state the following: "Pursuant to ORS 192.660(f), Exempt Documents, I call the Executive session of the Mount Hood Economic Alliance to order"

MHEA Chair asks all non-staff and non MHEA members to leave the meeting, except that representatives of the news media are allowed to attend but cannot disclose any information. Staff will explain to visitors where they can wait and that they will be invited into Executive Session when their agenda item will be discussed.

For each discussion item on the agenda for Executive Session, the MHEA Chair will follow the following procedural steps:

1. Invite the loan applicant (or their representative) into the Executive Session for the presentation of their loan request. MHEA Chair requests a brief presentation from MHEA staff on a summary of the loan proposal or other discussion item.
2. After presentation of information by staff, the MHEA Chair asks if there are any questions for the loan applicant or MHEA staff.
3. Following questions and discussion by the MHEA, the loan applicant (and/or their representative) is asked to leave Executive Session with instruction that they will be invited into the Open session when Executive Session is adjourned.
4. MHEA Chair asks MHEA members if there is any discussion related to loan request that needs to take place before inviting the next loan applicant or other persons in to Executive Session for the next discussion item.
5. Additional discussion between the MHEA members takes place then Steps 1-5 are repeated for each following discussion item for Executive Session.

At the end of discussion, the MHEA chair will close the Executive Session. The MHEA moves back to open session. At this point, the MHEA Chair can ask for a motion of the decision items in open session. Open session is when the MHEA can make decisions on agenda items.

**MOUNT HOOD ECONOMIC ALLIANCE
BOARD MEETING MINUTES
Friday, May 26, 2023 at 9:00am
Virtual Only**

ATTENDANCE

MHEA Members: Mike Wells, Ken Bailey, David Snider, Matt Lorenzen, Steve Kramer, Nate deVol, Ed Weathers, Michael Friend

Staff: Jessica Metta (Executive Director), Ami Beaver (Loan Fund Manager), Jill Brandt (Administrative Assistant)

Guest: Pam Gramenz (Clackamas County rep. not yet formally approved)

CALL TO ORDER / INTRODUCTIONS

Chair Mike Wells called the meeting to order at 9:00 am. There was a quorum present.

MINUTES APPROVAL

Ed Weathers motioned to approve the April 14, 2023 minutes as presented. Michael Friend seconded the motion. All voted in favor, and the motion passed unanimously.

FINANCIAL REPORT

Jessica thanked the board for the approved increase in MCEDD's contract amount. Otherwise, finances were on track with no surprises over the past month.

Discussion: Mike Wells felt that that MCEDD's increased fees were reasonable and justified with the extra work MCEDD has performed over the past year, and he was satisfied with the increase as long as the contract costs do not eat into the MHEA fund's principal.

Ken Bailey motioned to approve the financial report as given. Ed Weathers seconded the motion. All voted in favor, and the motion passed.

FY2024 BUDGET DRAFT/ FIRST READING

Jessica began the discussion on this topic with a recap on the comments from last year's new auditor for MHEA, who asked for details on how the MHEA's budget was developed and approved. MHEA falls under the same ORS 190 statute requirements as MCEDD, and MCEDD's budget process is very different. The rules around ORS 190 require a budget committee with public legal notices sent out to the media in advance, to provide opportunity for public comment. Jessica concluded that there was research to be done to fully determine what the MHEA's legal requirements are so that they can be followed correctly. However, since this whole issue came up too late to be addressed in this year's budgeting process, this year's budget has been prepared using the same process as in previous years.

Today's meeting is the first draft presentation, and the second reading and approval will happen at next month's meeting. In addition to the draft review, today's discussion is to update the Board and request a plan of action to initiate the review process, so that the changes needed for next year's budget process will be in place at the beginning.

Discussion: Ken Bailey stated that he felt comfortable staying with the same process this year

since the MHEA has used this same method successfully for many years. He supported Jessica's plan to be prepared for next year with the proper research to ensure that the MHEA is meeting the required rules and regulations. He added that during his ten to fifteen years on this board he has never participated in a discussion on the budget process. Mary MacArthur, the former administrator, had a set procedure that did not require notices.

Ed Weathers, Nate deVol and Chair Wells all agreed that the budget process should be reviewed to ensure that all legal requirements are met. Mike asked that the budget discussions be done with full Board participation, not by just a few in a subcommittee. Ken agreed, suggesting that the full board be designated as the committee to review the process. Ed asked if ORS legal requirements demand that the MHEA appoint lay people from community as the Budget Committee? Jessica promised to look into the details of the statute and how it applies to the MHEA. She responded to Ed's question with a comparison to MCEDD's budget process, in which 50% of the budget review committee is made up of folks who do not work within or are associated with MCEDD's business. She offered as a suggestion to ask past loan clients or local small business owners to serve. Ed added that he has never been on any board that did not have "outside" Budget members. He also noted that finding outside people who are interested in participating will be the hardest requirement. He also supported having staff investigate and come back with the requirements.

Jessica resumed her summary presentation of the budget, noting that it was built assuming three loans of \$50K will be made over the fiscal year. The budget has taken into consideration all existing balloons, and also assumes that all clients will make their payments. The interest revenue from the LGIP account was projected and added in as revenue, and there were no late fees put into this budget. She noted that right now there was only one client with late fees. Under expenses, the cost of the audit was increased to \$6000.

Discussion: Ken requested that the title of the audit line item be labelled as "financial review" to reflect what it actually is. Jessica recalled a state rule that allowed small entities to waive doing a financial review and made note to change this item to read "financial review."

Ed asked for clarification about the budget item under expenses at \$150,000 for new loans. Will this amount preclude MCEDD from loaning out more than this amount? Jessica responded that this will not preclude staff from loaning out more money. She added that she could ask Dana if a supplemental budget would be required in this instance. Ed said that it would be much cleaner to budget all available funds. Jessica noted that this process is the same one used with both MCEDD and the OIB. The number was calculated using a three- or four- year historical average. If the entire fund was budgeted, then the full interest income would have to be projected and included.

Ed responded that the interest income is relatively small, and if MCEDD is worried about overstating the interest income, just cut that number in half. He added that this is generally how budgets are written. The budget adds on the expense side in order to go forward without a supplemental budget. He has not seen budgets done with this type of format in his other experience. Ken agreed that this should be taken up with Dana to determine the best way to move forward.

Jessica agreed to bring back the final draft with the changes (name of audit and put full amount available for lending in expenditures) to next month's meeting. She thanked the Board for their input.

FUNDED LOAN UPDATES: Picture This Frame and Print

Jessica asked to go into Executive Session to discuss this existing loan client.

EXECUTIVE SESSION

Per ORS 192.660 (f) (Exempt Documents) the Mt. Hood Economic Alliance entered into Executive Session at 9:18 am.

Regular session resumed at 9:30am

LOAN ACTION: Picture This Frame and Print

Mike Wells suggested to talk to the landlord to develop a relationship with him and to get a copy of the lease. He asked if MCEDD's legal counsel could track the landlord down to notify him of the situation. Mike asked staff to send out another demand letter sequence that demands a sizeable payment or the MHEA will call the loan at the end of the year.

STAFF UPDATES: IGA, PIPELINE

Jessica gave an update on the status of the revised IGA with the Clackamas County edits. Wasco County has now approved the final version, as has Hood River County. Clackamas County will approve the final version at their next meeting coming up in June. Once approved, Pam Gramenz and James Graham will then be officially appointed onto the MHEA Board. Their orientations have already been completed.

Ami gave positive progress reports on the MHEA's newest loan clients, Frutas Locas and the Honey Buns Bakery. She informed the Board that the pipeline now has six or seven inquiries in process, so look for another proposal soon!

Steve Kramer gave an update on Honey Buns. The business is on track for its target opening date of June 1st.

OTHER NEW BUSINESS/ GOOD OF THE ORDER

Jill Brandt explained that the calendar invites are how quorum is determined, and that they must be opened up and accepted by scrolling down the invitation and clicking where it asks if you plan to attend. When the calendar invitations are not recorded, it results in last-minute emailing and calling to scramble for quorum.

ADJOURNMENT

Mike Wells adjourned the meeting at 9:35 a.m.

Respectfully submitted by Jill Brandt, Administrative Assistant

**MHEA Financials
May 2023**

| Revenues | | | | | |
|--------------------------------|----------------|----------------|-----------------|-------------|--------------------|
| | Budget | To Date | Balance | % of Budget | Projected Year End |
| 7/1/22 Relending Fund Balance | 567,115 | 587,415 | 0 | | 587,415 |
| Loan Principal Payments | 103,070 | 88,637 | -14,433 | 86% | 103,070 |
| Loan Relending Revenues | 670,185 | 676,052 | 5,867 | 101% | 690,485 |
| Administration Revenues | | | | | |
| Investment Account Interest | 2,500 | 7,940 | 5,440 | 318% | 2,500 |
| Loan Fees | 1,500 | 6,928 | 5,428 | 462% | 1,500 |
| Loan Interest Payments | 29,834 | 19,328 | -10,506 | 65% | 29,834 |
| 2022-2023 Admin Revenue | 33,834 | 34,197 | 363 | 101% | 33,834 |
| Expenditures | | | | | |
| Relending Funds | | | | | |
| New Loans | 150,000 | 380,000 | 230,000 | 253% | 150,000 |
| Total New Loans | 150,000 | 380,000 | 230,000 | 253% | 150,000 |
| Administration Expenses | | | | | |
| Financial Review | 2,820 | 7,000 | 4,180 | 248% | 2,820 |
| Bank Fees | 50 | 55 | 5 | 109% | 50 |
| Legal Fees | 750 | 228 | -522 | 30% | 750 |
| Loan Expenses | 500 | 624 | 124 | 125% | 500 |
| State Ethics Commission | 50 | 44 | -6 | 88% | 50 |
| Website | 20 | 21 | 1 | 106% | 20 |
| Administration | 22,000 | 19,856 | -2,144 | 90% | 22,000 |
| Total Admin Expenses | 26,190 | 27,828 | 1,638 | 106% | 26,190 |
| Ending Cash Balance | 527,829 | 302,421 | -225,408 | 57% | 548,129 |

MHEA FY23 Supplemental Budget

| INCOME | | | | |
|-----------------|--|-----------------------------|---------------------------------|------------------------------------|
| | | FY23 Approved Budget | FY23 Supplemental Budget | NOTES |
| | Opening Loan Relending | 567,115 | 567,115 | |
| | Existing Loans Interest | 10,020 | 10,020 | |
| | New Loans Interest | 19,814 | 19,814 | |
| | Existing Loans Principal | 100,741 | 84,150 | |
| | New Loans Principal | 2,329 | 7,666 | |
| | Investment Account Interest | 2,500 | 8,850 | |
| | Loan Fees | 1,500 | 5,700 | |
| | Late Fees | 0 | 750 | |
| | Total Revenue | 704,019 | 704,065 | |
| | Less Loan Principal | 33,834 | 45,134 | |
| EXPENSES | | | | |
| | | FY23 Approved Budget | FY23 Supplemental Budget | NOTES |
| | Audit | 2,820 | 7,000 | Increase approved |
| | Bank Fees | 50 | 50 | |
| | Legal Fees | 750 | 750 | |
| | Loan Fees | 500 | 650 | |
| | State Ethics Commission | 50 | 50 | |
| | Website | 20 | 20 | |
| | Administration Contract | 18,000 | 22,000 | Increase approved at April meeting |
| | New Loan Expenditures | 150,000 | 380,000 | Increase in new loan activity |
| | Total Expenditures | 172,190 | 410,520 | |
| | Less Loan Principal | 22,190 | 30,520 | |
| | Year End Relending Loan Balance | 531,829 | 293,545 | |

MHEA 2023-2024 Budget

| INCOME | | | | | |
|--|----------------|----------------|-----------------|---|--|
| | FY23 Budget | FY24 Budget | Difference | NOTES | |
| Opening Loan Relending Balance | 567,115 | 311,050 | -256,065 | | |
| Existing Loans Interest | 10,020 | 27,025 | 17,005 | Based on existing terms | |
| New Loans Interest | 19,814 | 19,814 | 0 | 3 each at 50,000, assumes booked throughout year | |
| Existing Loans Principal | 100,741 | 98,808 | -1,933 | Based on existing terms | |
| New Loans Principal | 2,329 | 2,329 | 0 | 3 each at 50,000, assumes booked throughout year | |
| Investment Account Interest | 2,500 | 8,000 | 5,500 | Increased based on FY23 Activity | |
| Loan Fees | 1,500 | 1,500 | 0 | Set same as FY23 | |
| Late Fees | 0 | 0 | 0 | FY23 has \$716 as of 4/30/ 23 | |
| Total Revenue | 704,019 | 468,526 | -235,493 | | |
| Less Loan Principal | 33,834 | 56,339 | 22,505 | Assumes this amount is available to spend on administration | |
| EXPENSES | | | | | |
| | FY23 Budget | FY24 Budget | Difference | NOTES | |
| Financial Review | 2,820 | 6,000 | 3,180 | FY23 Actual \$7000 | |
| Bank Fees | 50 | 75 | 25 | FY23 \$55 @ 4/30/23 | |
| Legal Fees | 750 | 500 | -250 | Reduced based on actuals FY23 - \$ 227.85 @4/30/23 | |
| Loan Expenses (Credit Reports / Filing Fees) | 500 | 700 | 200 | Increased based on actuals FY23 - \$ 624 @ 4/30/23 | |
| State Ethics Commission | 50 | 50 | 0 | Same as FY23 | |
| Website | 20 | 20 | 0 | MCEDD manages, domain registry only | |
| Administration Contract* | 22,000 | 22,000 | 0 | Avg 1830 / mo. Matches increaed amount for FY23 | |
| New Loan Expenditures | 150,000 | 311,050 | 161,050 | Adjusted to include all Opening Loan Relending Balance | |
| Total Expenditures | 176,190 | 340,395 | 164,205 | | |
| Less Loan Principal | 26,190 | 29,345 | 3,155 | Total admin expenses | |
| Year End Relending Loan Balance | 527,829 | 128,131 | -399,698 | | |
| *Administration Time Detail | | | | | |
| 2023-2024 Administrative Budget (Estimate) | | | | | |
| Loan Maintenance (1 hr/loan/month) | | | 7,200 | Currently have 8 loans | |
| New/Refinance Loans/Loan Modifs (4 @ 15/hrs/loan) | | | 5,500 | | |
| Monthly MHEA Financial Accounting (2 hrs/month) | | | 2,000 | | |
| MHEA Board Meetings (4 @ 4.5 hrs/meeting) | | | 1,500 | | |
| Financial Review Preparation | | | 1,750 | | |
| Other Administrative Time (Annual Reports, Loan Marketing/ Outreach, IGA Update) | | | 4,050 | | |
| TOTAL | | | 22,000 | | |

PERSONAL SERVICES CONTRACT

This Personal Services Contract is made by and between MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT hereinafter referred to as "MCEDD" and MOUNT HOOD ECONOMIC ALLIANCE hereinafter referred to as "MHEA." The terms of the Contract are as follows:

1. Services to be Provided by the Parties

- A. The MCEDD will provide the services and personnel to complete in a satisfactory and proper manner as determined by MHEA the workactivities described in the Scope of Work in Exhibit A to this Contract.
- B. The MHEA will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 2 below.

2. Consideration

The MHEA will compensate MCEDD for services performed under this agreement at the rate of \$75/hour, not to exceed a total of twenty-two thousand (\$22,000) Dollars of interest, fee revenue, or other revenue earned by Contractor, during the term of this Contract, on the MHEA revolving loan funds. Payment will not come from MHEA principal available to loan. Payment should be made by MHEA to MCEDD within 30 days of the invoice.

3. Copyright and Document Ownership and Use

No report, maps, or documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the MCEDD. All reports, maps, documents and other materials produced by the MCEDD in association with services provided under this Contract shall become the property of MHEA.

4. Term

Subject to other Contract provisions, the period of performance under this Contract will be from July 1, 2023 to June 30, 2024, unless sooner terminated as provided herein.

5. Insurance Requirements

MCEDD shall obtain and maintain insurance of the types and amounts required by MHEA, as listed in Exhibit B. MCEDD will include MHEA as an additional insured.

6. Relationship

The relationship of the MCEDD to the MHEA shall be that of an independent consultant rendering professional services. The MCEDD shall have no authority to execute contracts or to make commitments on behalf of the MHEA and nothing

contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the MHEA and the MCEDD. The MCEDD shall be and herein declares that MCEDD is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract.

7. Notices

If to MCEDD: Executive Director
Mid-Columbia Economic Development District
802 Chenoweth Loop Road
The Dalles, OR 97058

If to MHEA: Board Chair
Mount Hood Economic Alliance
ADDRESS

8. Personal Services Contract Modifications

The MCEDD and MHEA may, from time to time, request changes to this Contract or its provisions. Any such changes that are mutually agreed to by the MCEDD and MHEA shall be incorporated herein by written amendment to this Contract. It is agreed and understood that no material or substantive alteration or variation in the terms of this Contract shall be valid unless made in writing and signed by all parties to this Contract. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this Contract.

9. Suspension or Termination

This Contract may be suspended or terminated if MCEDD materially fails to comply with any terms of this Contract. This Contract may also be terminated for convenience upon written notification by either party with a minimum notice of 30 calendar days. In the event of Contract termination for convenience, MCEDD shall be due payment for all work completed by the time of termination

10. No Implied Waiver

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Contract or to exercise any right called for in this Contract shall constitute a waiver of the provision of this Contract or the rights of the parties hereto.

11. Attorney's Fees

The prevailing party in any dispute arising from this Contract shall be entitled to recover from the other its reasonable attorney's fees at trial or an appeal.

12. Assignment

No party may assign this Contract without obtaining written consent from the other parties

13. Indemnification

Each party shall be responsible for their own acts and omissions and shall not be responsible for the acts and omissions of the other party in carrying out this Contract. Each party agrees to indemnify and hold harmless the other party against all actions, claims or demands whatsoever including costs, expenses and attorney fees to which the other party may be put out arising out of each party’s negligent acts and omissions during the performance of this Contract.

14. Severability

If one or more of the provisions in this Contract are deemed void by law, then the remaining provisions will continue in full force and effect.

15. Entire Agreement

This Contract constitutes the entire agreement between parties. There are no understandings, agreements or representations, oral or written not specified herein regarding this Contract. Any waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given.

The attachments to this contract are identified as follows:

Exhibit A, Scope of Work, consisting of (1) page(s).

Exhibit B, Insurance, consisting of (1) page(s)

IN WITNESS WHEREOF: MCEDD and the MHEA have signed the above Contract this ___ day of June 2023.

MCEDD:
MID-COLUMBIA ECONOMIC
DEVELOPMENT DISTRICT

MHEA:
MOUNT HOOD ECONOMIC ALLIANCE

By _____
Jessica Metta
Executive Director

By _____
NAME
Board Chair

Date:

Date: _____

Exhibit A
Scope of Work

MCEDD will provide the personnel, resources and tools to successfully complete the following tasks:

1. Management of the MHEA Loan Program:
 - a. Review project proposals, applications, financials, and project feasibility with prospective loan clients.
 - b. Prepare and present credit analysis of prospective loan clients to Alliance Board for their decision-making.
 - c. Prepare and complete loan closing documents.
 - d. Monitor performance of loan clients and work to ensure accounts are kept current.
2. Marketing of MHEA Loan Program throughout Clackamas, Hood River and Wasco Counties through outreach with partners and likely loan referral sources.
3. Management of MHEA finances with quarterly reports, budget development and assistance with the annual audit.
4. Administration of Board meetings on an as-needed basis to address loans or regular Board business, as well as management of Board of Director appointments.
5. Coordination with economic development partners in Clackamas, Hood River and Wasco Counties.

Memorandum

To: Mount Hood Economic Alliance Board of Directors

From: Jessica Metta, MCEDD Executive Director

Date: June 9, 2023

Re: Opening New Bank Account

Request

Approve opening a new bank account in accordance with Business Oregon's requirement to receive a \$250,000 Loan Loss Reserve award.

Overview

In November, MCEDD applied for a Loan Loss Reserve (LLR) program offered through Business Oregon on behalf of MHEA. This is a new program established by 2021 House Bill 2266 to:

- Capitalize loan loss reserves for community-based lenders,
- Mitigate risk of loss for borrowers lacking capital due to:
 - Limited net worth;
 - Lack of personal and/or business assets to adequately secure a loan; and
 - Limited time in business and/or credit history.
- Help borrowers graduate to private lending markets.

Staff submitted separate applications on behalf of both MCEDD and Mount Hood Economic Alliance (MHEA). Business Oregon had previously offered to award the maximum amount available per lender at \$1,000,000 but through only one award to cover both MCEDD and MHEA. We were going to divide it as \$750,000 to MCEDD and \$250,000 to MHEA and MCEDD was going to open a bank account as required.

Business Oregon has since determined to make two awards: one to MCEDD for \$1M and one to MHEA for \$250,000. As MHEA makes new loans, we can enroll the loans against this program to protect against losses. At the end of ten years, whatever is left will roll into the portfolio for lending. MHEA has already approved accepting this award, but now must open a new bank account per Business Oregon's requirements. MHEA must set up a deposit account (DDA/MMA/CD) for where the funds are to be deposited following the below listed guidelines:

1. Interest bearing account(s) to receive funding via ACH or wire – can include instructions (at the recipient's discretion) to receive into a Demand Deposit Account and subsequently transfer a portion to interest bearing CDs.
 - a. For Benefit of MHEA (legal entity name)
 - b. MHEA's EIN
 - c. Signers will be Business Oregon
 1. List of signers will be finalized and provided with the contract
 - d. Bank statements are to be mailed to Business Oregon and MHEA

Memorandum

To: Mount Hood Economic Alliance Board of Directors

From: Jessica Metta, MCEDD Executive Director

Date: June 9, 2023

Re: Board Officer Election

Request

Nominate three Board members to fill the positions for the next year. FY23 positions are held by Chair Mike Wells and Vice-Chair Ken Bailey. Secretary/ Treasurer was Bob Benton and is now vacant.

Overview

June is the annual meeting where the MHEA Board is asked to elect its officers. The Officer positions as outlined in the Bylaws are as follows:

Section 4. Chair: Except as otherwise provided herein, the Chair shall have the duties and powers to:

- A. Call and preside over deliberations of Regional Board meetings;
- B. Direct the preparation and distribution of an agenda for all Board meetings;
- C. Vote on all questions before the Board;
- D. Call special meetings of the Board in accordance with these bylaws;
- E. Sign all resolutions or other documents memorializing Board actions;
- F. Establish Board committees and appoint chairs thereof.

Section 5. Vice-Chair: During the absence, disability or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all the responsibilities of the Chair.

Section 6. Secretary/Treasurer: During the absence, disability or disqualification of the Chair and Vice Chair, the Secretary/Treasurer shall exercise or perform all the duties and be subject to all the responsibilities of the Chair and Vice-Chair. In the absence of the Chair, Vice-Chair and Secretary/Treasurer, the remaining members present shall elect an acting Chair.