Environmental Risk

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Project-Specific Contractor's Pollution Liability Insurance

By
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A key consideration in any construction project is the breadth and scope of a proper insurance program to protectcontractors, subcontractors and the project owner from loss associated with that project. While all contracts focus on the need for coverages such as general liability, workers' compensation and auto liability, with increasing frequency, project owners are now requiring contractors to maintain separate pollution liability coverage. This is an important consideration since the United States Environmental Protection Agency (US EPA) has targeted the construction industry as a sector with "high polluting" potential.

In general, a Contractor's Pollution Liability(CPL) policy covers the contractor for loss associated with pollution conditions from operations at a job site performed by or on the contractor's behalf. Loss includes thirdparty claims for bodily injury and property damage, as well as clean-up or remediation expense coverage. Legal defense expense associated with these claims is also covered. In addition, CPL policies may include coverage for mold, natural resource damages, civil fines and penalties, transportation of materials or wastes to or from the job site, non-owned disposal sites (so-called "superfund liability" protection) and completed operations.

Construction Exposures

Construction projects do not generally experience a high frequency of pollution conditions. When pollution conditions occur, however, they can be catastrophic. Consider the following potential exposures.

- Disturbance of asbestos or lead-based paint
- Alleged liability for water infiltration (leading to the formation of mold)
- Site demolition/excavation through pre-existing soil contamination
- Disturbance of pre-existing contamination during site grading activities
- Impact of underground utility lines or unknown underground storage tanks
- Inadequate erosion control, stormwater run-off
- Fumes, emissions, dusts and spills from chemicals used or applied during the project (finishers, sealants, curing compounds, floor coatings, adhesives, etc.)
- Offgassing of construction materials
- Spills of fuel from site equipment or above-ground storage tanks used to fuel equipment

Contents:

- Fumes, emissions and dusts, including silica, caused by abrasive blasting, welding, concrete cutting or internal combustion engines
- Transportation of materials or wastes to or from the job site
- Disposal of construction debris

Clearly, many aspects of a construction project have the potential to create a pollution condition, as demonstrated in the examples that follow.

- A demolition contractor was performing tear-out work at a building scheduled for major renovation. As a result of the demolition work, asbestos materials were unknowingly disturbed and released into the building. Work stopped until the contamination was cleaned up.

- A contractor installed new carpet in a recently completed office building. After a short time, the building owner called the contractor to inform him that tenants were complaining of headaches, dizziness and similar symptoms. Testing by an industrial hygienist determined that the source of the problem was the new carpet and adhesive. Claims for bodily injury were filed against the contractor.

- An excavation and grading contractor was hired to dig out an area of a high-rise construction project for an underground parking garage. Although environmental data indicated that the soil was "clean", a pocket of contamination that was not detected during the sampling procedure was excavated and spread across other portions of the site during grading. A small "hot spot" remediation need turned into a much more expensive clean-up when the contamination was later detected over a larger area.

Note: Contractors are subject to mold claims if their operations or work lead to water problems at a facility. As an example, a plumbing contractor was hired to install the water systems in a residential, high-rise building. After completion of the project, mold was discovered by one of the residents. An engineer, hired to evaluate the cause, determined that the potable water pipes were not installed correctly. After fixing the potable water pipes, the existing mold had to be remediated.

These claim examples show that pollution conditions can occur during the on-site work as well as after the work is completed (i.e., the completed operations hazard).

Note: Problems can occur in many different types of projects including commercial building construction, residential home building, various design/build contracts, heavy industrial construction, municipal and utility construction, specialty trades, and environmental projects.

The good news is that the above claims were covered by CPL policies.

Practice vs. Project-Specific Coverage

CPL policies can be written on either a practice or project-specific basis. **Practice policies** are written with the contractor as first named insured, usually subject to a one-year term. Both occurrence and claims made forms are available, depending on the type of work to be performed. While such coverage is a prudent portion of a contractor's risk management portfolio, the policy limits will apply to all contracts during that policy period. So, if there is a loss on one project, the policy limits will be depleted for other projects. If there is a full limit loss on any one job, the remaining projects may be left bare.

It might therefore be preferable to write coverage on a **project-specific** basis where the policy applies to loss as a result of pollution conditions from that project only. The clear advantage is that a dedicated set of limits is available for the project. In addition – and equally important – the policy terms and conditions can be customized to the contract and project work. For example, if a project will be completed over a three-year period, the policy term can be set to match the project schedule. An additional period of coverage for completed operations can be added.

Many project owners are now requiring project-specific CPL policies to ensure that insurance limits are dedicated to their project and that coverage terms are tailored to fit the work being done.

On any project, it is possible to include as named insured not only the GC, but also the subcontractors. This project wrap-up approach helps ensure that all contractors maintain adequate pollution coverage for the project. CPL policies covering the GC and all subcontractors are typically part of Contractor's Controlled Insurance Program, or CCIP.

For some projects, the project owner may desire to be the firstnamed insured on the policy, with the GC and all subcontractors then scheduled as additional named insureds. This is another project wrap-up approach referred to as an Owner's Controlled Insurance Program, or OCIP. Under a CPLOCIP approach, the project owner has the ability to "control its insurance destiny". Since the first named insured is responsible for paying premium or retention amounts, complying with policy terms and conditions, giving and receiving notice, etc., the project owner would not be relying on the GC's performance with these requirements to ensure coverage. In other words, if the GC was first named insured and it failed in these policy requirements, coverage could be denied or cancelled. The project owner, as first named insured, would control these requirements.

This is not to say that an OCIP approach is necessarily preferred over a CCIP approach. Risk management perspectives, appetites and related controls are assuredly different from one project to another. Due to the unique nature and requirements of each project, one approach may be more favorable than the other.

How to Obtain Coverage

Obtaining coverage, or at least a quote for coverage, is a straightforward process. Indeed, many of the documents or information used to obtain a quote for other lines of insurance can be used for CPL coverage. Typically, the underwriters would like to see:

- A copy of the construction contract
- A detailed review of project costs by task
- A project duration estimate
- A statement of qualifications for the GC and/or others to be covered by the policy
- Financial statements of the first named insured
- A completed application

If mold coverage is desired, the insured will also need to provide a copy of the water intrusion/mold management plan and evidence of appropriate training received by the GC and possibly their subcontractors. Fortunately, if the project participants don't have such plans prepared, the insurance carriers can provide technical assistance and guidance to put such plans in place so coverage can be incepted.

Once the above information is provided to the underwriter, a quote may be ready in as little as one week.

Final Thoughts

Without CPL coverage, many environmental exposures on a construction project would not be covered because of pollution exclusions on general liability policies. This gap can result in financial exposure for all parties on the project, including the project owner, GC and subcontractors. Indeed, the costs to remediate pollution conditions, pay related claims and provide legal defense can be significant. Today, environmental underwriters are becoming increasingly adamant in their desire to write CPL coverage on a project-specific basis. Broad terms and conditions can be obtained at favorable rates to protect against this financial exposure.

CERCLA and Successor Liability

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The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)[1], enacted in 1980 and commonly known as Superfund, created a powerful system to force liable persons to pay for the costs of investigating and remediating contaminated sites. CERCLA imposes liability on a broad range of parties regardless of fault and does so retroactively, thus exposing corporations and individuals to potential liability for events that occurred decades ago. CERCLA's broad sweep of liability has created some degree of concern and debate as well as numerous legal challenges regarding the circumstances under which a successor corporation has liability under CERCLA for the environmental obligations and liabilities caused by its predecessors. Corporations are well aware that the costs to manage, mitigate and remediate environmental conditions can be enormous. Directors and officers of US corporations are placing ever greater importance on identifying, managing and avoiding these liabilities and risks. In this article, we discuss successor liability under CERCLA and the practical considerations for managing the risks of such liability.

Liability Under CERCLA

When CERCLA was passed, Congress wanted to ensure that those who benefited from an activity that caused contamination would be the ones to pay, rather than the innocent public. With this in mind, CERCLA imposed liability for contaminated sites on four classes of responsible parties.

i current owners or operators of the site
ii owners or operators at the time contamination occurred
iii anyone who arranged for disposal of hazardous substances at the site
iv transporters who took hazardous substances to a site.[2] Responsible parties are jointly and severally liable, regardless of fault, for costs incurred in investigating or remediating the site[3]

CERCLA imposes liability retroactively and a claim need not be brought until some time after response actions begin.[4] Often contamination is discovered from activities conducted decades ago by corporations that no longer exist today and the question becomes whether the those corporations' successors should be liable for the activities of their predecessors. CERCLA does not specifically address successor liability and therefore the courts have had to balance traditional principles of corporate law against CERCLA's goal that those who benefited from the activity should pay.

What is Successor Liability?

Successor liability addresses the following question: Under what circumstances will one corporation that acquires the assets and/or business of another corporation also acquire all of the debts and liabilities of that corporation? Under well established principles of corporate law, in the event of a merger or consolidation, where one company disappears and the other continues to exist, the successor corporation is responsible for all of the liabilities of the former company. Likewise, when one corporation buys the stock of another, the buyer assumes all of the liabilities of the seller. However, if one corporation buys only the assets of another corporation, generally, the purchaser does not assume the liabilities of the seller. Because of this protection from past liabilities, many corporate transactions are structured as asset sales even if essentially all of the assets and the entire business are being acquired. To address the potential for abuse inherent in these transactions, courts have developed some exceptions to the general principle of corporate law in order to hold an asset purchaser liable as a successor corporation. Thus a purchaser of assets can be held responsible for environmental liability relating to the acquired assets, even if "the corporation" did not agree to assume the liability under contract.

Typically in the due diligence process, corporations take greatcare in structuring sale and purchase agreements, common law states that a corporation acquiring the assets of another only takes on its liabilities if one of four exceptions are made.

1. The buyer expressly or by implication agrees to assume the liabilities at the time of purchase
2. The transaction amounts to a de facto merger or consolidation of the entities
3. The transaction is a fraudulent attempt to avoid liability
4. The buyer is merely a continuation of the seller[5]

Successor Liability Under CERCLA

It is exception 4, "mere continuation," which interests and stimulates the greatest discussion in the environmental context. In determining successor liability under CERCLA, some courts have looked to Federal common law in order to fulfill the broad goals of CERCLA. These courts have expanded the fourth exception to include a "substantial continuity" test.

To evaluate whether a purchasing corporation is the mere continuation of the prior corporation, courts traditionally look for common identity of officers, directors and stock holders, as well as continuity of employees, assets and products.[6] In CERCLA cases, if a court is applying the more relaxed substantial continuity exception, there need not be continuity of shareholders. The following factors may suffice to trigger asuccessor's liability, but not all have to be present at once to create a potential liability.

1. The business is a continuation of the predecessor's business
2. Continuity of assets (including location, production facilities, and buildings / structures)
3. Retention of the name of the prior company
4. Retention of the same employees or supervisors
5. Retention of the same product[7]

The Federal Courts of Appeals are split over application of this fifth exception in CERCLA cases.[8] The substantial continuity exception is not recognized under common law in most states[9], and some courts are reluctant to create federal common law specific to CERCLA. The Supreme Court's 1998 decision in *United States v. Best Foods*[10] has served to support this reluctance. *Best Foods* was not a successor liability case but dealt with a parent corporation's liability under CERCLA for the acts of a subsidiary.[11] The Supreme Court held that a parent could be held liable for a subsidiary's acts only if piercing the corporate veil was justified.[12] The court further stated that courts should not ignore well established common law principles to create special veil piercing rules for CERCLA cases.[13] This statement by the Supreme Court calls into question the courts' ability to expand traditional successor liability law in order to apply substantial continuity exception in CERCLA successor liability cases.[14] EPA, however, has historically pressed for application of the exception in CERCLA cases.

Practical Considerations

Although the trend in the courts seems to be away from applying the substantial continuity exception, the concept still deserves consideration in structuring transactions and conducting due diligence. Many acquisitions are simply other companies in the same line of business and, therefore, there would be a degree of continuation of the acquired business. Willis is seeing more and more cases where corporations are undertaking appropriate due diligence and trying to structure the contract to avoid successor liability for environmental issues, and yet find that the liability has followed them regardless of the contractual terms.

The purchase of a going business is often, but not always, structured as a purchase of the business assets, instead of as a purchase of the shares of the company, based upon the belief that such a structure will shield the purchaser from unknown taxes and other liabilities of the acquired business. However, a company that purchases the assets of a corporation that had previously disposed of or released hazardous wastes on property it owned or at an off-site disposal site can nevertheless be liable for the environmental contamination of its predecessor where the purchaser continues the business formerly operated, even when the successor company discontinues the environmentally harmful practices of its predecessor.

Buyers should beware when considering the purchase of assets associated with environmental liability because of the possibility of successor liability. This is of particular concern when purchasing distressed assets with existing or potential Superfund designations. Environmental due diligence needs to be vigorous, in particular for those seeking to continue the operational activities of the seller once the corporate transaction has taken place.

Although the trend in the courts seems to be away from applying the substantial continuity exception, the concept still deserves consideration in structuring transactions and conducting due diligence.

Generally speaking, a correctly negotiated and drafted sale or purchase agreement should effectually manage these liabilities. However, in the case of bankrupt assets or companies entering bankruptcy, agreements and commitments may be difficult to obtain, even if the company or site has a parent corporation. Merely purchasing manufacturing assets through a subsidiary specifically created for that purpose (*Best Foods*) or purchasing distressed assets, (corporate transactions in general) either entering bankruptcy or emerging from bankruptcy (corporate raiding), may potentially result in corporate successor liability under CERCLA.

Depending on the circumstances of the transaction, the buyer may be able to negotiate protection in the form of corporate guarantees or escrows that specifically address potential environmental risks. Although getting the seller to provide a financial covenant to the buyer to manage costs related to historic conditions is always useful, where this cannot be readily obtained, other alternatives such as insurance may bridge that gap and provide additional cover for legacy management issues when the quality of the information is limited but where liability still may exist.

Successor corporations should be vigilant in their diligence and contractual efforts to avoid CERCLA successor liability, particularly when they will retain the employees, managers or facilities. Be aware that something seemingly as innocuous as retaining management and employees can result in retention of environmental liabilities. It is important to specifically address these issues during the negotiations, because, even if the courts ultimately would not impose successor liability, it may be possible to take steps to insulate the purchasing company from having to defend against such claims.

To fully understand and manage potential liabilities, it is essential to undertake robust environmental due diligence at the outset of each deal and engage experienced and seasoned professionals from a variety of disciplines. These could include but are not limited to environmental:

1. Lawyers
2. Consultants
3. Risk management specialists from the insurance arena
4. Risk management specialists from the management consultant arena
5. Underwriters via the appointed broker

These entities, either solely or in combination, will be able to provide the corporation with an enhanced road map of the process, what data will be required, what legal language best fits the project specifics and what negotiations will be required to achieve the best result for the corporation.

That said, and as a cautionary note, it is also vitally important that the above group of professionals work to the same deadlines, scope of work and understanding of the client's needs. Otherwise the potential exists for each party to approach the same subject, but from a slightly different angle, resulting in an important element of the project being overlooked or the ramifications of a management position not being understood, any of which can be costly.

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1 42 U.S.C. §§9601-9675.
2 42 U.S.C. §9607(a)(1)-(4).
3 See *United States v. R.W. Meyer, Inc.*, 889 F.2d 1497(6th Cir. 1989), cert. denied 494 U.S. 1057 (1990) (strict, joint and several liability); *New York v. Shore Realty Corp.*, 759 F.2d 1042 (2d Cir. 1985) (strict liability).
4 *Franklin County Convention Facilities Auth. v. American Premier Underwriters*, 240 F.3d 534, (6th cir. 2001); *United States v. Northeastern Pharm. & Chem. Co.*, 810 F.2d 726, (8th Cir. 1986), cert. denied, 484 U.S. 848 (1987); 42 U.S.C. §9613(g).
5 15 William M. Fletcher, Fletcher Cyclopedia of the Law of Private Corporations, §7122 (perm. Ed.Rev. Vol. 1990 & Supp. 1994)(hereafter Fletcher).
6 *United States v. Mexico Feed Co.*, 980 F.2d 478, 487 (8th Cir. 1992); *United States v. Carolina Transformer Co.*, 978 F.2d 832, 838 (4th Cir. 1992).
7 *United States v. Davis*, 261 F.3d 1, 53 (1st Cir. 2001); *Carolina Transformer*, 978 F.2d @ 838.
8 Circuits applying the "substantial continuity" exception, See *Carolina Transformer C.*, 978 F.2d 832 (4th Cir. 1992); *Mexico Seed*, 980 F.2d 478 (8thCir. 1992). Circuits rejecting the "substantial continuity" exception, See *Davis*, 261 F.3d 1(1st Cir. 2001), *New York v. Nat'l Serv. Indus. Inc.*, 352 F.3d 682 (2d. Cir. 2003); *City Mgmt. Corp. v. United States Chemical Co.*, 43 F.3d 244 (6th Cir. 1994); *Atchison, Topeka and Santa Fe Ry. v. Brown & Bryant, Inc.*, 159 F.3d 358 (9th Cir. 1998); *United States v. General Battery Corp.*, 423 F.3d 294 (3d Cir. 2005).
9 A minority of states apply the "substantial continuity" exception in the context of product liability and labor cases. See *Fletcher* at §4892.75.
10 524 U.S. 51 (1998).
11 Id. at 63-72.
12 Id. at 63-64.
13 Id. at 62-63.
14 See *Nat'l Serv. Indus. Inc.*, 352 F. 3d at 685 (2d Cir. reverses its earlier adoption of the "substantial continuity" test based on the statements in *Best Foods*).

All Appropriate Inquiry

By
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On November 1, 2006, the United States Environmental Protection Agency's final rule for "All Appropriate Inquiry" went into effect. The rule describes the investigation a prospective purchaser of real estate must perform in order to take advantage of three liability exemptions under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

Depending on favorable findings in the required investigation, liability exemptions accrue to the:

i innocent landowner,
ii bona fide prospective purchaser and
iii contiguous property owner.

The new AAI rule is applicable to purchasers that take title to property on or after November 1, 2006.

AAI is intended to identify conditions indicative of releases and threatened releases of hazardous substances impacting the subject property. Thus, while AAI's goal is in large part the same as that of the current ASTM standards organization's Phase I investigation protocol, there are some differences. Key aspects of AAI, including differences where they exist, are addressed below.

Educational or experience requirements for the environmental consultant. AAI has introduced new requirements stating that the environmental consultant performing the AAI investigation must meet certain licensing requirements, hold a bachelor's or higher degree in engineering or science, and/or have requisite experience. The new provisions, however, do allow that a consultant who does not meet the requirements may still perform an AAI investigation under the supervision of a consultant who does possess the qualifications.

Interviews with current and past owners, operators, and neighbors. The former ASTM standard recommends, but does not require, that the environmental consultant interview the current owner/operator of the subject property. AAI requires that the environmental consultant interview one or more current and former property owners, operators, managers and employees. If the property has been abandoned and there is evidence that it may have been used for unauthorized purposes or that access has not been controlled, then the environmental consultant must interview one or more occupants of neighboring properties.

Purchaser responsibilities. AAI divides its prescribed tasks into those that the environmental consultant **must** fulfill and those that, at the discretion of the property's purchaser, the environmental consultant **may** fulfill. Inquiries that are not completed by the consultant must be performed by the purchaser or by other professionals. These inquiries include: 1) determining the existence of engineering and/or institutional controls, and environmental liens; 2) considering whether there is a discrepancy between the purchase price and the fair market value of the property uncontaminated, and if there is a discrepancy, whether the differential is due to known or potential contamination; and 3) accounting for any specialized knowledge the purchaser might have regarding actual or threatened releases of hazardous substances that have or may have impacted the property.

Data gaps. AAI requires that gaps in data be identified and their impact on assessing the likelihood of releases or threatened release of hazardous substances at the subject site evaluated. Any information not furnished to the environmental consultant may be identified by the consultant as a data gap. Parties other than environmental consultants charged with completing portions of the AAI investigation must also identify and evaluate the impact of data gaps.

Timeliness of information. Like the former ASTM Phase I, AAI requires that its inquiries occur within a certain time before title is transferred. Most aspects of the investigation must be performed within one year before the property is purchased. Interviews with past and present owners, operators, and occupants; environmental lien searches; governmental record reviews; visual inspection; and the declaration of the consultant regarding his qualifications must be performed within 180 days prior to property transfer. Already existing information may be relied upon so long as it is updated within the required time frames.

Best Practices

- Unless there are reasons to keep information confidential from your environmental consultant, release all information to the consultant. This will simplify the AAI process and allow the consultant to do a comprehensive review that will maximize your protection under AAI.

- Retain your AAI report. Liability may arise many years after acquiring title to property; you should maintain the evidence that entitles you to CERCLA's safe harbors.

Impact on Risk Management

AAI will likely impact insurance and risk management. Although the specific nature and full scope of impact will not be clear for some time, both environmental service firms and property owners should anticipate certain trends.

Environmental professionals performing such assessments might see their pollution-professional liability insurance costs increase because:

- The increased cost of performing assessments in accordance with the new standards should lead to higher revenues which are key in the determination of insurance premiums (insurance rates rise with revenues, since damages awarded for negligent work often are tied to the monetary value of the work performed).

- The AAI standard's direct correlation to the granting of specific legal protections creates potentially new and stronger connections between the quality of the environmental professional's work product and anticipated benefits to the customer. Such connections might increase the likelihood of customer claims of negligence, an increase in insured errors and omissions claims, and a resulting increase in premiums.

The impact of AAI rules on property owners will likely vary depending upon their circumstances. For current owners, the increased due diligence should improve the chances that problems are identified before a potential future sale of the asset. Therefore, existing rates for site pollution policies could see upward pressure on renewal. The increased due diligence, however, should also contribute to lower risks and lower site pollution insurance rates for either prospective purchasers of properties or first-time buyers of pollution insurance who have recently completed AAI assessments. In any event, such changes to pollution insurance rates are likely to be small, incremental and occurring after experience is gained in how the new protocols impact the scope of environmental issues of concern typically found during assessments.

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Practice Announcements

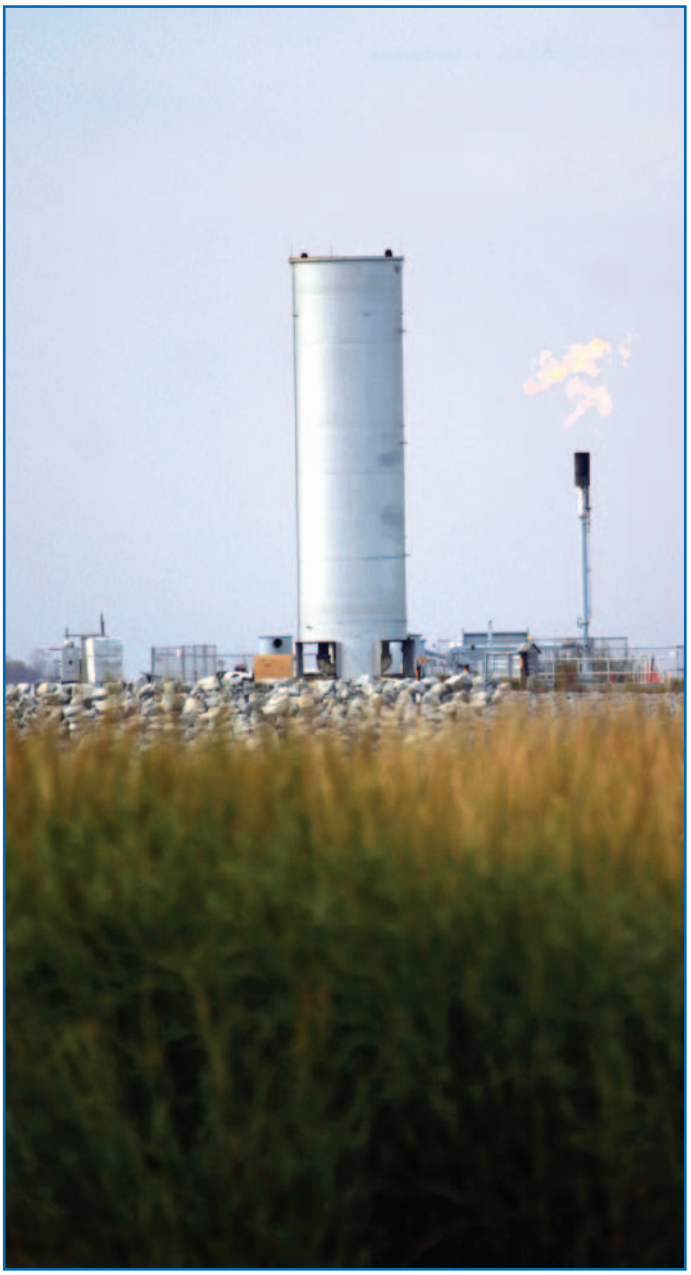
Beverly McCoy, in our Houston office has accepted the role of Environmental Team Leader for our South Central offices.

Upcoming Events

Rick Craig, in our San Francisco office will be a speaker on the "Environmental Insurance Forum: Emerging Issues/State of the Market" at the Association of Defense Communities 2007 Winter Forum to be held in Newport Beach, CA, February 4 – 6. Additionally, **Mike Balmer**, of our Practice Leadership Committe and **Jeff Clarke**, in our San Francisco office will be hosting a discussion forum luncheon focused on environmental insurance programs for defense base property transactions. For more information, call Rick Craig at 415 955 0171.

Rich Sheldon and **Rick Ringenwald**, of our Radnor office will be presenting "Emerging Issues in Pollution Liability Insurance" at the Maryland Insurance, All Insurance Day in Baltimore, on March 1. For more information contact Rich Sheldon at 610 254 5625.

Mike Balmer and **Rick Sheldon** will be presenting at and participating in panel discussions at the annual RTM Contaminated Property Transactions conference to be held in Washington D.C. on April 11. Topics of the two panels are: "Alternative Due Diligence and Risk Management Standards for Corporate Acquisitions," and "Environmental Risk Management Strategies for Getting the Best Value from Brownfield Transactions." For more information, contact Mike Balmer at 617 351 7530.



Recent Events

For the third consecutive year the Willis Environmental Practice served as one of the primary sponsors of the Environmental Financial Consulting Group's (EFCG) Annual Conference for CEOs of environmental engineering and consulting (E/C) firms. Held October 18-20, more than 260 senior executives from 190 top E/C firms attended the invitation-only event held at the Millennium Broadway Hotel, The New York Yacht Club and the Harvard Club. Willis was once again the only broker in attendance.

The Environmental team was joined by **David Grigg** of Willis' Construction Practice, whose presentation addressed the many Professional Liability exposures facing most, if not all, of the companies in attendance. Other Willis participants included **Gary Rodrigues** and **Rick Secchia** of the Environmental Practice, and **Mark Reagan** from Construction.

We look forward to seeing Willis at the 2007 CEO conference scheduled for October 17-19 at the same venues as the 2006 event.

The Willis Environmental Practice was a vital presence at "Brownfields 2006: A Revolution in Redevelopment & Revitalization." Hosted annually by the US EPA and ICMA (International City/County Management Association), the annual conference was held in Boston November 13-15. More than 6,500 people participated in this industry must-attend event focused on the redevelopment of contaminated properties.

Michael Balmer moderated a popular panel discussion entitled: "Environmental Insurance: Advanced Discussions on Market Trends." **Rich Sheldon** shared his experience, expertise and perspective in a session entitled: "Revolution and Evolution of Environmental Risk Management for Mega Projects."

Other Willis Associates participating in the event included **Cristin Bullen, Robin Kelliher, Selina Regan, John Felter, Michael Bateman, Darren Stone, Cliff Yeckes, Max West, Mark Whalen and Gary Rodrigues.**

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