

Agenda - SPSN Task Force meeting - January 8, 2019
Amended and submitted as Report to SE Synod Council January 9, 2019

Informational items:

(1) Attaching Second Harvest Contract for 2018-2019

\$9,672 annually or \$806 per month

(2) Utilities have been transferred over to SE Synod - paid online. There are expenses for Termite, Grass cutting and HVAC. These along with "supply and repair" expenses are collected by John Swyers and submitted to the SE Synod every six months.

(3) There is a line code for St. Paul Nashville Ministries" in the Synod budget. Current balance is \$29,269.43. Go to Synod website. Click on "Resources" tab at the top. Then click on "Archives" - then click on "financial Archives" - then click on 2018-2019 - then click "November 2018". Scroll to page 7 middle of the page "Total Programmatic Social and global Ministry". SPSN final entry.

(4) Keys. We have two sets of keys to the property. Attaching information from John Swyers. There are at least sixteen keys out to people in the community. This makes securing the property extremely difficult.

(5) Feeding Program. As of December 2018, participants are:

1st Sunday - St. Andrew Lutheran - (McElroy)

2nd Sunday - Delta Sigma Theta (Lewers)

3rd Sunday - First Baptist S. Inglewood (Lawson)

4th Sunday - Mr. Rod Sprang

5th Sunday - St. John Lutheran (Harris)

Contacts for group listed. All have keys - **no signed agreements.**

Action items:

(6) Facility Use Policies. These need to be approved and forwarded to SE Synod Council. Also, we need to determine if Feeding Program is continuing. If so, these groups will need to complete and return Long Term Use agreement.

(7) Life of Faith Church. Need to determine if this is continuing. If so, we need contact person and signed agreement.

(8) "Someone staying on property". Need to determine if this is continuing. Info on person and agreement made per John Swyers. What is involved here?

(9) Historical materials from the former congregation need to be transferred to the Synod Archives. **Lewis to follow up.**

(10) *Inspiritus*. Now that LST is a regional component of *Inspiritus*, we need signed facility use agreements from *Inspiritus*. Also, we need to determine the scope of use desired by *Inspiritus* and the SE Synod with regard to SPSN. What is vision, plan, goal?

Lewis to follow up.

Recommendations to Synod Council:

(1) **Approval of facility use policies** and **adoption** of Rules and Regulations.

(2) **Life of Faith Church** - we recommend continuation - will get signed agreement.

(3) **Someone staying on property**. We recommend that this situation be terminated with some number of "grace days" - possibly thirty.

(4) **Historical materials** from St. Paul Lutheran Church will be collected by Pr. Groce and transferred to the SE Synod..

(5) **Breakfast Feeding Program**. After consultation with Marc Bussone, we recommend that either *Inspiritus* or the SE Synod serve as the "host" for this program. We recommend continuation of the program.

(6) **Keys**- We recommend re-keying the SPSN property.

(7) **Public Recognition** for the ministry which took place through St. Paul Lutheran Church, Nashville (publicly thanking John and Elaine Swyers) and a look to future possibilities for the SPSN. Task Force recommendation - this recognition to take place at the 2019 Synod Assembly.

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August 13, 2018

St. Paul's Lutheran Church
Southeast Synod Evangelical Lutheran Church in America
Wayne Fell
PO Box 400
Decatur, GA 30031

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Nicole Dickerson

PRESIDENT & CEO
Jaynee K. Day

Dear Wayne:

The staff and Board of Second Harvest Food Bank of Middle Tennessee thank you for your ongoing commitment to the Emergency Food Box Program and appreciate your partnership and efforts to alleviate hunger in our community. Second Harvest will provide a grant to support a portion of your satellite program cost. Your total payment for July 2018 - June 2019 will be \$9672 - a monthly amount of \$806. This agreement will begin July 1, 2018 and end June 30, 2019, with the option of renewal annually.

St. Paul's agrees to:

- Be open to serve any Davidson County resident. EFB sites will no longer adhere to zip code service restrictions. Only Davidson County residents may be served through EFB Program.
- Be open 10 hours a week for distribution, as agreed upon. Receipt of full payment is contingent on adhering to agreed upon hours for the term of the agreement. Failure to distribute food boxes due to satellite closure will result in forfeiting funding after the time the operation is closed.
- Follow Second Harvest satellite policies and procedures. You acknowledge that a copy of such policies and procedures, as currently in effect, has been delivered to you.
- Inform your Board of Directors of this grant.
- Advertise the partnership with Second Harvest in a conspicuous place on-site.
- When promoting or fundraising specifically for the food pantry, verbiage classifying the food pantry as a "Second Harvest Emergency Food Box at [EFB site name]" must be used to highlight the partnership.
- Refrain from holding site-sponsored food drives since all food for the EFB program is provided by Second Harvest. Food drives enabled or sponsored by Second Harvest are permissible.
- Treat all clients, volunteers and staff with dignity and respect. Prohibit discrimination in all programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, citizenship, ancestry, gender identity, unfavorable discharge from the military, status as a protected veteran or because all or part of an individual's income is derived from any public assistance program.



- Provide trained staff and volunteers to oversee daily operations.
- Immediately inform Second Harvest of closures or staff changes.
- Screen clients according to Second Harvest eligibility standards; using the online tracking program to determine eligibility and record all distributions.
- Maintain client confidentiality.
- Assemble & distribute food boxes per Second Harvest distribution rate sheet.
- Maintain an adequate supply of food to meet client needs.
- Inform clients of other social service or government assistance programs.
- Maintain food box distribution records required by Second Harvest and USDA; submitting records as requested.
- Submit food order to Second Harvest per stated deadline.
- Pick up food at the warehouse or be available for a weekly delivery.
- Allow Second Harvest to monitor the facility and conduct food safety training annually; as well as conduct drop-in visits monthly.
- Ensure the safe and proper handling of product, which conforms to all local, state and Federal regulations by maintaining a clean, sanitary facility. Store dry product at least 6" off the floor in a sanitary and secure location; store refrigerated foods at 40° or below; store frozen foods at 0° or below.
- Food provided through EFB Program may only be used for EFB Program. All other uses are prohibited.

Second Harvest agrees to:

- Provide payment of pro-rated grant on a monthly schedule.
- Provide transportation of food to the site or provide for warehouse pick-up.
- Track satellite usage numbers and maintain records of clients.
- Raise money to purchase food and/or solicit food donations from the community for the Emergency Food Box Program.
- Maintain an adequate supply of food in the warehouse.
- Maintain regular warehouse hours and operate on schedule.
- Assist with training satellite volunteers and staff, as needed.

Please review the conditions of this agreement and notify me if you have questions or do not agree with the terms. Notwithstanding any other provision hereof to the contrary, either party can cancel this agreement upon giving a 30-day prior written notice to the other party.

We look forward to our continued relationship with you and truly appreciate your collaboration in our shared mission of feeding the hungry.

Sincerely,

Jayne K. Day
President / CEO
Second Harvest Food Bank of Middle Tennessee

St. Paul's / SE Snyder (signature & title)

August 20, 2018.
Date

Jayne K. Day
President / CEO
Second Harvest Food Bank of Middle Tennessee

Aug 13, 2018
Date

J.S. 12/18

1/12

Key Information St. Paul's Site.

Color Coding for key ring:

Turquoise: 1. Exterior/Interior deadbolt: Fits back storm and entry door lower deadbolt lock and all other deadbolt locks on interior of building except restroom in back corner of fellowship hall.

2. Padlock key to church rear entry cage.

Yellow: Front and side door entrance key

Hot pink: Vestment closet key (north end of 2nd floor hallway)

Grape: 1. Storm door key to food bank (has black marking on it.)

2. Knob key (Pyramid shaped)

3. Main door deadbolt key

No code: Food bank air conditioning cage padlock key

Blue: 1. Storage building padlock key

2. Storage building deadbolt key.

No code: Fellowship hall storage cabinet key

Key holders:

1. Muriel Agnew, breakfast volunteer: Exterior/ interior deadbolt key, church rear entry padlock key. (615)429-5126.
2. Faye Angel, breakfast volunteer: Dimpled key, exterior/interior deadbolt key, church rear entry padlock key. (615)366-1566.
3. Janet Arning, Director, Healthy Families program: Dimpled key, exterior/ interior deadbolt key, church rear entry padlock key, storage building keys. (615) 881-4579.
4. Calvin Brown, food bank volunteer: food bank keys: (615)474-5736.
5. Nicole Crutcher: food bank and Healthy Families volunteer. Front and side entrance church key, food bank keys. (615)541-3462.
6. Donna Grayer, breakfast volunteer: exterior/interior deadbolt key, church rear entry padlock key. (583)838-8525.
7. Don Harris, breakfast volunteer: exterior /interior deadbolt key, church rear entry padlock key (615)579-2017.
8. Darlene Lawson, breakfast volunteer: exterior/ interior deadbolt key, church rear entry padlock key. (615)293-8321.
9. Auronda Lewers, breakfast volunteer: exterior /interior deadbolt key, church rear entry padlock key. (615)479-7654.
10. Laura Mc Elroy, breakfast volunteer: exterior /interior deadbolt key, church rear entry padlock key (615) 308-4636.

11. Cheryl Mc Reynolds, breakfast volunteer: exterior/ interior deadbolt key, church rear entry padlock key (615)335-4849.
12. Gary Ostine, caretaker: Front and side entrance church key, food bank keys (615)919-1561
13. Jewel Pullens, chief volunteer, foodbank: all keys, including dimpled key except front and side entrance key (615)974-3372.
14. Rod Sprang, breakfast volunteer: front and side door entrance key, rear entry padlock key. (615)321-5173.
15. John Swyers, duh man: all keys (615)504-1242.
16. Karen Wilson, Healthy Families volunteer: all keys, including dimple key, except front and side entrance key.

* Dimpled keys are an extinct breed that open a second deadbolt lock on the rear main door of the church. They are not being replenished due to expense and due to the fact that building access can take place utilizing side and front door entry key. No one outside Swyers has access to vestment closet key as duplicate keys are stored therein.

Program representatives (phone numbers are listed above)

Food bank: Pullens and Swyers

Healthy Families: Arning and Wilson

Breakfast:

St. Andrew 1st SUNDAY: McElroy

Delta Sigma Theta 2ND Sunday: Lewers

First Baptist, South Inglewood 3rd Sunday: Lawson

Joint 4th Sunday sponsors: Sprang

St. John, 5th Sunday: Harris

Other reps who don't have keys:

Bill Gittens, St. Anselm Episcopal Church: (615) 566-6266

Carla Snodgrass, Hamilton United Methodist Church: (615)440-7644

Denise Gudlin, Emmanuel Lutheran Church LCMS: (615)400-4918



Southeastern Synod
Evangelical Lutheran Church in America
God's work. Our hands.

1410 Ponce de Leon Avenue NE P O Box 400 Decatur GA 30307 404-589-1977 phone
synod.office@elca-ses.org email www.elca-ses.org

ST. PAUL SITE NASHVILLE (SPSN)
FACILITY USE RULES and REGULATIONS

1. **SPSN PROPERTY.** SPSN property will not be loaned, borrowed, or removed from the premises, without prior permission of the Task Force. SPSN property such as chairs, tablecloths, etc. may be used when using the facility under the rules outlined herein. Buildings located upon the SPSN may not be used without prior authorization of the Task Force.
2. **FACILITY CARE.** The area used by you and/or your group must be left clean and orderly with all church furnishings (including, but not limited to tables and chairs) returned to their original designated places. Your group is responsible for making sure the facility is locked and secured prior to departure at the end of your scheduled event; if your scheduled event takes place over the course of more than one calendar day, please lock and secure the facility each time you leave.
3. **FACILITY ACCESS.** If you are provided with a key, to access the facility for your scheduled event, you are responsible for maintaining that key and returning the same to the Task Force within five (5) calendar days of the end of your scheduled event. If you fail to return the key within that timeframe, or in the event you lose or damage the key, you will be responsible for a key replacement fee of \$25.00. That fee will be collected up front as a **deposit** and will be returned to you upon return of the key in the timeframe outlined here.
4. **KITCHEN RULES.** The kitchen must be left clean and orderly after use. Garbage and trash must be bagged and disposed of in the cans located outside the lower door. SPSN supplies are not to be used except authorized.
5. **SMOKING and ALCOHOL USE.** All members of all groups using our facilities shall at all times abide by a "no smoking" rule in all parts of the building, including corridors and restrooms. Alcohol use is not permitted unless the facility is being used for an approved church purpose, including but not limited to a wedding reception, or other social function performed under the authority of SPSN.

6. **BUILDING USE.** All groups agree that they will ensure that all event participants depart the facility at the conclusion of the scheduled event. They will be responsible for turning off all lights and closing all doors and/or windows. If a key was provided to the group using the facility, they will be responsible for locking the facility as directed in FACILITY ACCESS paragraph 3 above.
7. **FOOD AND DRINK.** Food and drink should be limited to the kitchen and Fellowship Hall areas. Anyone using SPSN property is responsible for cleaning up after each use, both inside and outside. If a private catering service is used for the event, the caterer must furnish all equipment (i.e. dishes, silver, table cloths, etc.) and remove the same immediately after the event. Storing of catering equipment is not permitted.
8. **DECORATIONS.** Decorations may not be attached to any walls, doors or other surfaces. If you need to use wall and/or door decorations, please let the Task Force know so that special arrangements can be made in advance. Please note that you may or may not receive approval to use such decorations.
9. **EMERGENCY SCHEDULING CONFLICTS.** The Task Force reserves the right to pre-empt any facility use for its own use, in the event of emergencies, including but not limited to funerals. Notice will be provided as early as possible.
10. **STORAGE.** Excess onsite storage is limited, so no onsite storage is permitted. If temporary onsite storage needs are necessary for your event, please make prior arrangements with the Task Force.
11. **BREAKAGE.** All person and/or groups using our facilities are expected to exercise reasonable care, caution and judgment in their use of the facility in order to prevent defacement, damage or other destruction of SPSN property. The person(s) signing the Facility Use Agreement and Release Form shall be responsible for paying costs incurred by the SPSN to clean, repair, etc. any part of the building and/or its furnishings and equipment which in the judgment of the congregation have been carelessly or irresponsibly subjected to more than normal wear and tear by the person(s) or group(s) involved.
12. **SECURITY.** The Task Force works to maintain a safe and secure environment within the facility; however, no systems are foolproof. We ask that all users pay close attention to personal property and valuables, and take care to not leave them unattended. The SE Synod - ELCA is not responsible for theft or damage to personal property.
13. **FINAL DECISIONS.** In case of doubt or uncertainty by any outside person or group about the Facility Use Agreement and Release Form or interpretation of these rules and regulations, or about the customary practices not specifically mentioned herein, the Synod Council or its designated officer shall decide the matter and all individuals and groups shall abide by the Synod Council's decisions and directions, or forfeit the use of any part of the facility **immediately**.



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FACILITY USE AGREEMENT and RELEASE FORM
for ST. PAUL SITE NASHVILLE (SPSN)
 ~ One Time Use Agreement ~

Name of Organization: _____
 Address: _____
 Contact Person's Name: _____ (if different than above)
 Daytime phone: _____ E-mail: _____
 Cell phone: _____
 Date(s) Requested: _____ Start time: _____ pm End time: _____ pm
 Frequency: One time use only

General Information

Describe *IN DETAIL* the type of event you will be bringing to our facility, including number of participants.

Will tickets be sold or admission charged for your event? If yes, what will be the ticket prices or the admission fee?

Yes No

If yes, how will the net proceeds of this event be used? _____

If no tickets will be sold or admission charged for your event, will a voluntary, good will offering be available? _____

If yes, how will the good will offering of this event be used? _____

Is your group a Non-profit 501(c)(3) organization?

___ Yes ___ No

Non-profit Tax ID Number: _____

Rooms requested: _____

Anticipated Number of participants: _____

Will food or drink be consumed? ___ Yes ___ No

Room set-up and clean-up

It is specifically understood and agreed that _____ [USER] _____ is responsible for set-up of _____ [ROOM] _____ for the scheduled event to be held on _____ [DATE] _____. It is further understood that _____ [USER] _____ is responsible for clean-up of any areas used, including but not limited to returning tables to their original set up, and placing all trash into the trash receptacles, and then taking the same trash to the trash cans outside lower door. It is specifically understood and agreed that _____ [USER] _____ is responsible for returning all areas used to the exact set up and condition that such areas were in prior to the event. SPSN supplies are not to be used.

Fee Arrangement

The parties to this agreement understand that there is a key deposit fee being charged for use of _____ [ROOM] _____ by _____ [USER] _____ in the amount of \$ _____; this is a REFUNDABLE fee, provided the key is returned to the St. Timothy church office within five (5) business days of the event.

Hold Harmless Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____ [USER] _____ and **SE SYNOD - ELCA** for use of the property described above for the specified meeting or activities.

NOW, THEREFORE, in consideration of **SE SYNOD - ELCA** permitting _____ [USER] _____ to use the property described herein, _____ [USER] _____ further agrees as follows:

_____ [USER] _____ agrees and understands that approval for the use of the grounds and/or facilities of **ST. PAUL SITE NASHVILLE** does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use said facilities are not to advertise the event in such a way as to imply endorsement by the **SE SYNOD - ELCA**. No activities or advocacy may take place within the church or its buildings or grounds that conflict with the practices of the **SE SYNOD - ELCA** or the Evangelical Lutheran Church in America (ELCA).

Hold Harmless

_____ [USER] _____ hereby indemnifies, holds harmless, releases and discharges the **SE SYNOD - ELCA** and its administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims demands, losses or damages arising out of the use of the property.

Acceptance of Responsibility

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this USE AGREEMENT has been executed, and for any damage beyond normal wear and tear that may occur as a result of this activity. I/We will remove any signs posted by my/our group after the event has ended. I/We further agree that the Church property will be used in accordance with the ST. PAUL SITE NASHVILLE FACILITY USE RULES and REGULATIONS (a copy of which we have received and which is attached to this Agreement) and I/we hereby consent to this Release and Indemnity Agreement.

Name of Individual/Organization: _____

Signature of authorized representative: _____

Printed name of authorized representative: _____

Title of authorized representative: _____

Date: _____

FOR TASK FORCE USE ONLY

_____ Request approved _____ Request denied

Signature _____ Date: _____



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synod.office@elca-ses.org email www.elca-ses.org

FACILITY USE AGREEMENT and RELEASE FORM
for ST. PAUL SITE NASHVILLE (SPSN)
 ~ Ongoing Use Agreement ~

Name of Organization: _____

Address: _____

Responsible Person/Contact Person: _____

Daytime phone: _____ E-mail: _____

Cell phone: _____

Date(s) Requested: _____ Start time: _____ pm End time: _____ pm

Frequency: _____

General Information

Describe *IN DETAIL* the type of event you will be bringing to our facility, including number of participants.

Will tickets be sold or admission charged for your event? If yes, what will be the ticket prices or the admission fee?

___ Yes ___ No

If yes, how will the net proceeds of this event be used? _____

If no tickets will be sold or admission charged for your event, will a voluntary, good will offering be available? _____

If yes, how will the good will offering of this event be used? _____

Is your group a Non-profit 501(c)(3) organization?

___ Yes ___ No

Non-profit Tax ID Number: _____

Rooms requested: _____

Anticipated Number of participants: _____

Will food or drink be consumed? ___ Yes ___ No

Room Set-up and Clean-up

It is specifically understood and agreed that _____ [USER] _____ is responsible for set-up of _____ [ROOM] _____ for the scheduled event on every day that the event occurs. It is further understood that _____ [USER] _____ is responsible for clean-up of any areas used, including but not limited to returning tables to their original set up, and placing all trash into the trash receptacles, and then taking the same trash to the trash cans outside the lower door. It is specifically understood and agreed that _____ [USER] _____ is responsible for returning all areas used to the exact set up and condition that such areas were in prior to the event. SPSN supplies are not to be used.

Fee Arrangement

The parties to this agreement understand that there is a key deposit fee being charged for use of _____ [ROOM] _____ by _____ [USER] _____ in the amount of \$ _____ for each key card issued; this is a REFUNDABLE fee, provided each key card is returned to the St. Timothy church office within five (5) business days of the date that _____ [USER] _____ ceases its use of **ST. PAUL SITE NASHVILLE** facilities.

Hold Harmless Release and Indemnity Agreement

This Release and Indemnity Agreement is between _____ [USER] _____ and **SE SYNOD - ELCA** for use of the property described above for the specified meeting or activities.

NOW, THEREFORE, in consideration of **SE SYNOD - ELCA** permitting _____ [USER] _____ to use the property described herein, _____ [USER] _____ further agrees as follows:

_____ [USER] _____ agrees and understands that approval for the use of the grounds and/or facilities of the **SE SYNOD - ELCA** does not constitute or imply endorsement of a group, their mission, or their positions. Groups approved to use said facilities are not to advertise the event in such a way as to imply endorsement by **SE SYNOD - ELCA**. No activities or advocacy may take place within the SPSN or its buildings or grounds that conflict with the practices of the **SE SYNOD - ELCA** or the Evangelical Lutheran Church in America (ELCA).

_____ [USER] _____ agrees and understands that the first priority of the **SE SYNOD - ELCA** is to congregation programs and membership needs. Priority is then given to nonprofit groups that are supported by the church and finally to other nonprofit organizations. If at any time the **SE SYNOD - ELCA** Synod Council determines that it is in its best interest to terminate this agreement, it shall have the sole discretion to do so at any time. In that event, _____ [USER] _____ shall promptly remove from the premises all items of _____ [USER]'s _____ property that it has stored at **ST. PAUL SITE NASHVILLE**.

Hold Harmless

_____ [USER] _____ hereby indemnifies, holds harmless, releases and discharges the **SE SYNOD - ELCA** and its administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims demands, losses or damages arising out of the use of the property.

Acceptance of Responsibility:

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this USE AGREEMENT has been executed, and for any damage beyond normal wear and tear that may occur as a result of this activity. I/We will remove any signs posted by my/our group after each day's event has ended. I/We further agree that the Church property will be used in accordance with the ST. PAUL SITE NASHVILLE FACILITY USE RULES and REGULATIONS (a copy of which we have received and which is attached to this Agreement) and I/we hereby consent to this Release and Indemnity Agreement.

With respect to said RULES and REGULATIONS, I/We agree to follow all the provisions contained therein, including the provisions as to onsite storage.

OPTIONAL PROVISION:

[, with the exception that I/We agree that the **SE SYNOD - ELCA** has agreed to provide limited storage to _____ [USER] _____ as follows: _____.
Provided, however, that _____ [USER] _____ agrees and understands that all other provisions of the RULES and REGULATIONS shall remain in full force and effect, including but not limited to the provision that the **SE SYNOD - ELCA** is not responsible for theft of or damage to any property that _____ [USER] _____ stores onsite at St. Paul Site Nashville.]

Name of Individual/Organization: _____

Signature of authorized representative: _____

Printed name of authorized representative: _____

Title of authorized representative: _____

Date: _____

FOR TASK FORCE USE ONLY

_____ Request approved

_____ Request denied

Signature _____ Date: _____