COMMONWEALTH OF MASSACHUSETTS
COMMISSION AGAINST DISCRIMINATION

LINDA KACAVICH,
SANDRA KACAVICH and
MASSACHUSETTS COMMISSION
AGAINST DISCRIMINATION,
Complainants,

v. DOCKET NO. 06-BPR-01442

HALCYON HILL CONDOMINIUM
TRUST and CUTLER REAL ESTATE
MANAGEMENT CORP.,
Respondents.

DECISION OF THE FULL COMMISSION

This matter comes before us following a decision of Hearing Officer Betty E. Waxman in favor of Complainants, Linda and Sandra Kacavich. Complainants filed a Complaint with the Commission charging housing discrimination on the basis of handicap under G.L. c. 151B, §§ 4 (7) & (7A). Complainants alleged that Respondents, Halycon Hill Condominium Trust (the "Trust") failed to accommodate Sandra Kacavich's disabilities by refusing to undertake the installation of, and payment for, a handicap access ramp that would have facilitated her access to and from the common building entrance to her condominium unit. Linda and Sandra Kacavich are sisters who live together in a first floor condominium unit that they own in Building 6 at Halcyon Hill Condominium, a six building complex consisting of fifty-one individually-owned

residential units. Each condominium owner at Halcyon Hill retains a percentage of beneficial interest in the common areas, which are managed and regulated by Halcyon Hill Condominium Trust, through its Board of Trustees. The Trust controls and manages the common areas, including the common exits and entrances of each building. The Trust acts through a property manager, Cutler Real Estate Management Corp. ("Cutler"), who receives and submits all requests for changes to the common areas to the complex's Board of Trustees for approval or denial.[1] The Trust replaced Cutler in December, 2007, with a new management company, Crowinshield Management Corp.

Linda Kacavich is the legal guardian of her sister Sandra, who has Down Syndrome. In December 2005, Sandra Kacavich fell on the ice near the exterior entrance to her building. She was diagnosed with a dislocated knee as a result of the fall, and after unsuccessful rehabilitation due to her multiple impairments, began using a two-wheeled walker. She found herself confined to her unit because she was unable to walk up or down the five steps at the common entrance of her building using the walker. At the suggestion of Sandra Kacavich's physical therapist, in late December 2005, Linda Kacavich wrote to the property manager to request the installation of a ramp over the steps at the entrance to Building 6, so that Sandra Kacavich, with the help of a walker, could come and go from her unit. The property manager presented this letter to the Board of Trustees and in January 2006, Linda Kacavich received a reply from the property manager on behalf of the Board of Trustees stating that the Board had approved the installation of a ramp by Kacavich at her own expense. Along with this reply, the Board suggested a

[1] Cutler Real Estate Management Corp. ("Cutler"), also a named Respondent in the instant matter, was defaulted at the Hearing for its failure to comply with orders of the Commission or to attend the public hearing. However, the Hearing Officer made no findings against Cutler in her decision, did not find Cutler to be an owner, and did not conclude that it was liable for violating the statute. Therefore, the Complaint against Cutler should be dismissed.

contractor and attached the price quote of $1,950.00 it had obtained to perform the work. Linda Kacavich hired this contractor and by early April 2006, had paid him $3,000.00, as a result of increased costs due to the need to rent a jackhammer incident to the installation of the ramp.

Despite the fact that the ramp was built, Sandra Kacavich nonetheless continued to have difficulty entering and exiting the common entrance to her building with her two-wheeled walker because of the steepness of the pitch of the ramp, and required help. Linda Kacavich thereafter learned from the Architectural Access Board that the ramp had been improperly constructed and attempts by the contractor to fix it were unsuccessful. As a result of the deficiencies of the ramp, Sandra Kacavich cannot leave her unit on her own; instead, Linda Kacavich or someone else must stand behind her every time she uses the ramp.

On August 8, 2006, Linda Kacavich filed suit in small claims court against the company that installed the ramp. She prevailed on her claim and was awarded $2,182.68, and incurred further legal fees. She also continued, unsuccessfully, to try to find a company that could to fix the ramp at a cost she could afford.[2] During this process she learned that the Trust has obtained other much higher price quotes for the ramp project.[3] On June 15, 2006, the Kacavich sisters filed a complaint with this Commission.

Following an evidentiary hearing, a Hearing Officer concluded that Halcyon Hill Condominium Trust was liable for unlawful housing discrimination on the basis of handicap in violation of M.G.L. c. 151B, §§ 4 (7) and (7A) for refusing to construct and to pay for the ramp

[2] According to a Phase II of a two-phase plan arising from a professional engineer's condition study describing necessary structural improvements, the ramp must be redesigned and reconstructed to meet existing conditions of floor level, grade, sidewalk and street elevation and should include railings.

[3] One company informed Linda Kacavich that it had already provided several estimates to the Trust ranging from $8,295.000 to $11,650.00 to build the ramp.

over the exterior steps of the Kacavichs' building. The Hearing Officer ordered the Board of Trustees to immediately cease and desist from further acts of discrimination and awarded the Kacavichs $1,700 for out of pocket losses and $25,000 in damages for emotional distress. The Hearing Officer also ordered the Board, at its own expense, to "forthwith" rebuild the ramp. Respondent Halcyon Hill Condominium Trust has appealed to the Full Commission.

STANDARD OF REVIEW

The responsibilities of the Full Commission are outlined by statute, the Commission's Rules of Procedure (804 CMR 1.00 *et. seq.*) and relevant case law. It is The duty of the Full Commission to review the record of proceedings before the Hearing Officer. M.G.L. c. 151B, §5. The Hearing Officer's findings of fact must be supported by substantial evidence, which is defined as "...such evidence as a reasonable mind might accept as adequate to support a finding...." Katz v. MCAD, 365 Mass. 357, 365 (1974); M.G.L. c. 30A.

It is the Hearing Officer's responsibility to evaluate the credibility of witnesses and to weigh the evidence when deciding disputed issues of fact. The Full Commission defers to these determinations of the Hearing Officer. See, e.g., School Committee of Chicopee v. MCAD, 361 Mass. 352 (1972); Bowen v. Colonnade Hotel, 4 MDLR 1007, 1011 (1982). The Full Commission's role is to determine, inter alia, whether the decision under appeal was rendered on unlawful procedure, based on an error of law, unsupported by substantial evidence, or whether it was arbitrary or capricious, an abuse of discretion, or otherwise not in accordance with the law. See 804 CMR 1.23.

BASIS OF THE APPEAL

The Trust appealed the decision on the grounds that the Hearing Officer erred as a matter of law in concluding that it was liable to the Kacavich sisters for disability discrimination pursuant to M.G.L. c. 151B, §§ 4 (7) & (7A), because of its failure to undertake the installation and payment of the ramp in question. We have carefully reviewed the Respondent's petition and the full record in this matter and have weighed all of the objections to the decision in accordance with the standard of review articulated herein. As a result of this review, we hereby affirm the decision of the Hearing Officer. Furthermore, we order Respondent to immediately and without delay rebuild the ramp at the common entry to Building 6, according to the terms set forth in the Hearing Officer's Order, for reasons discussed within.

It is unlawful for the "owner" or "other person having the right of ownership or possession" of a covered housing accommodation or "any organization of unit owners in a condominium" to discriminate against any person because of his or her handicap in the terms, conditions or privileges of such accommodation. G.L. c.151B, § 4 (7) (emphasis added). A discriminatory housing practice on the basis of handicap under § 4 (7), includes "a refusal to permit or to make" a "reasonable modification of existing premises" occupied by a handicapped person, "if such modification is necessary to afford such [handicapped] person full enjoyment of such premises." G.L. c.151B, § 4 (7A)(1). With these provisions in mind, we begin our analysis.

In order to prove unlawful discrimination in housing on the basis of handicap, the Kacavichs must show that Sandra Kacavich (1) suffers from a handicap; (2) the Trust was aware of the handicap or could reasonably be expected to know of it; (3) the accommodation sought was reasonably necessary to afford the complainant an equal opportunity to use and enjoy the premises; and (4) the respondent has refused to make the requested accommodation. Buckley v.

Wolfinger, 18 MDLR 158, 164 (1996). In this regard, the Trust first argues on appeal that Sandra Kacavich has not proven that she suffers from a "handicap" requiring a reasonable accommodation, and instead merely suffered a "knee injury".[4] We disagree with this characterization.

The Hearing Officer concluded that Sandra Kacavich was substantially impaired in the major activity of walking. There is substantial record evidence of multiple factors contributing to Sandra Kacavich's lack of mobility and failure to recover from her knee injury, including her inability to participate in meaningful physical therapy as a result of her Down Syndrome, all contributing to her subsequent substantial impairment in the major activity of walking. Sandra Kacavichs' physician wrote that walking was "extremely difficult" for her and that she is unable to climb stairs due to her Down Syndrome, knee injury and other abnormalities. He further stated that "given her multiple impairment[s]", she would not be able to do so in the future, and expected that Sandra Kacavich would be required to use a walker for the rest of her life. The Hearing Officer's conclusion that Sandra Kacavich was "handicapped" within the meaning of G.L. c. 151B, § 4, is therefore amply supported by the evidence.[5]

We also conclude, based on the record evidence, that the accommodation the sisters sought from the Trust -- construction of a ramp at the common entrance to Building 6 – was reasonably necessary to afford Sandra Kacavich "full enjoyment" of the premises within the meaning of G.L. c. 151B, §§ 4 (7) & 4 (7A). Quite literally, until the ramp was built, Kacavich could neither enter nor exit Building 6. Id. Without the ramp, the Hearing Officer properly

[4] There is no dispute over the Trust's knowledge, through notice to the Board, of the Kacavichs' claim that Sandra was disabled.

[5] Sandra Kacavich is also handicapped as a result of her Down Syndrome.

concluded that Sandra Kacavich would be denied an "equal opportunity to use and enjoy the premises," in the same way as other non-disabled residents.[6] The Hearing Officer's finding is consistent with the Legislature's conclusion that "ramping a front entrance of five or fewer vertical steps" is a per se reasonable modification of existing premises to render housing accessible to a mobility-impaired person pursuant to G.L. c. 151B, § 4 (7A)(3).[7]

The Trust next argues that it has in fact complied with the law because it acted upon the request for a reasonable accommodation submitted by Linda Kacavich to Halcyon Hill Condominium Trust through its Board of Trustees, by giving her permission to construct the ramp as a reasonable modification of the common entry to Building 6, at her own expense. Now we are called upon to review the Hearing Officer's interpretation of the applicable statutory provisions set forth at the beginning of our analysis in order to determine whether she correctly concluded that the Halycon Hill Condominium Trust, rather than the Kacavichs, was responsible for building and paying for the ramp.

As set forth earlier, under G.L. c. 151B, §§ 4 (7) and 4 (7A), an "owner" or "other person having the right of ownership" or "any organization of unit owners in a condominium," is required "to permit or make" a "reasonable modification of existing premises" if doing so is "necessary to afford" a handicapped person "full enjoyment" of his or her premises," including ramping a front entrance to make housing accessible to a mobility-impaired person. The Trust

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[6] After the ramp was built and to the present date, Sandra Kacavich requires either her sister or an aide to be present to assist her as she goes up and down the ramp because of its steepness. She continues to be denied an "equal opportunity to use and enjoy the premises" because she can not exit and enter the building on her own accord, in violation of G.L. c.151B, §§ 4 (7) & 4 (7A)(1).

[7] G.L. c. 151B, § 4 (7A)(3*)*, provides that a reasonable modification "shall include, but not be limited to making the housing accessible to mobility-impaired … persons," by "ramping a front entrance of five or fewer steps".

argues, however, that because it is not the "owner" of the "property" it has no obligation to pay for the reasonable modification to the front entrance of Building 6 under §§ 4 (7) & 4 (7A), and instead, that the Kacavichs as "owners" of their unit, are legally responsible for the expense of installing the ramp in the common area.

The record evidence supports the Hearing Officer's finding that the common areas, including the entrance to each of the six buildings, belong to each and every unit owner on a percentage basis under the Master Deed. Furthermore, the Trust, through its Board of Trustees, represents the beneficial interest of the fifty-one unit owners comprising Halycon Hill and functions as their representatives as far as the common areas are concerned. The record evidence shows that the Trust was and is responsible for managing and regulating Halycon Hill Condominium and acts through a property manager on behalf of the unit owners, in performing this function. All changes to common areas are directed to the property manager first who in turn forwards them to the Halycon Hill's Board of Trustees for its decision, rendered on behalf of all unit owners, whether to grant or deny permission for the work requested. In this context, we conclude that the Trust falls with the statutory definition of "any organization of condominium owners". G.L. c. 151B, § 4 (7).[8] We also conclude that the Hearing Officer properly determined that the Trust is an "owner" or "other person having a right of ownership" of the common areas at Halcyon Hill under G.L. c. 151B, § 4 (7), where G.L. c. 151B, § 1 (17), defines the term "person" broadly to specifically include a "trust".[9] See Henry v. Willow Park

[8] Black's Law Dictionary (8th ed. 2004) defines "organization" as "[a] body of persons (such as a union or corporation) formed for a common purpose".

[9] "The term 'person' includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers, and the commonwealth and all political subdivisions, boards, and commissions thereof." G.L. c. 151B, § 1(1).

Condominium Trust, 22 MDLR 393 (2000) (condominium trust held liable for discrimination as manager of common areas).

Whether the Trust is characterized as the "owner" or "other person having the right of ownership" or an "organization" of condominium unit owners, the result is the same; the Trust, not Linda or Sandra Kacavich, controls the common area in question, and is responsible for undertaking and paying for the reasonable accommodation necessary to afford Sandra Kacavich an equal opportunity to use and enjoy the premises. Our review of the Amended and Restated Halycon Hill Condominium Trust confirms the Hearing Officer's conclusion that the Trust controls the common areas and that no unit owner can make "any structural improvement, alteration or addition" which affects the "Common Elements" without approval from the Trustees.[10] In no possible way are the Kacavichs the "owners" of the common areas nor could they have added the ramp to the entrance to Building 6 without the permission of the Trustees. As an alteration to a common area, which is reasonably necessary to afford Sandra Kacavich full enjoyment of her premises, we agree with the Hearing Officer that it was incumbent upon the Trust to pay for the ramping [11]

We also conclude that Halycon Hills Condominium is "contiguously located housing consisting of ten or more units" within the meaning of § 4 (7A)(1), and therefore, "reasonable modification shall be at the expense of the owner or other person having the right of ownership."

[10] We note that the Amended and Restated Halycon Condominium Trust grants the Trust responsibility for "proper maintenance and repair of the Common Elements". It also requires that a segregated working capital reserve fund be maintained to meet unforeseen expenditures.

[11] The Trust belatedly raised a defense at the public hearing that the cost of the ramping would constitute an undue financial burden on the fifty-one Halycon Hill Condominium owners, and claims the Hearing Officer erred in failing to consider this issue and decide in its favor. We reject both contentions for reasons set forth within.

"Contiguously located housing" is defined, in relevant, part, as (1) housing which is offered for sale… by a person who owns or at any time has owned, or who otherwise controls or at any time has controlled, the sale of ten or more housing accommodations located on land that is contiguous (exclusive of public streets), and which housing is located on such land." G.L c. 151B, § 1 (12). Our review of the Hearing officer's findings of fact and the evidentiary record in this case reveal that Halycon Hill Condominium, consisting of six buildings on a 7.86 acre parcel of land, were originally rental apartments which were converted and sold as condominiums units by Halycon Hill, LLC. The Kacavichs were one of the first purchasers of the fifty-one newly converted units available for sale from Halycon Hill, LLC. We conclude that Halycon Hill Condominium meets the definition articulated above, as housing of ten or more units which was offered for sale by an owner, Halycon Hill, LLC, on land that is "contiguous," where "contiguous" is defined as, "[i]n close proximity; [and] neighboring. Black's Law Dictionary (6th ed. 1990).[12] Since Halycon Hill Condominium is "contiguously located" housing, the Trust bears the expense of the reasonable modification of ramping the common entry to Building 6 under G.L. c. 151B, § 4 (7A)(1).[13]

The only issue that remains in our discussion of liability is the Trust's argument that the Hearing Officer erred when she failed to find that the cost of the reasonable accommodation or modification would constitute an undue financial hardship within the meaning of G.L. c. 151B, §

[12] We note that the Hearing Officer did not make a specific finding that Halycon Hill Condominium was "contiguously located housing". However, other findings of fact set forth in the decision support this conclusion.

[13] G.L. c. 151B, § 4 (7)(A) provides, in relevant part, that, "in the case of publicly assisted housing, multiple dwelling housing consisting of ten or more units, or contiguously located housing consisting of ten or more units, reasonable modification shall be at the expense of the owner or other person having the right of ownership."

4 (7A)(3), to the other fifty-one unit owners who allegedly would be assessed for the cost. Following our review of the transcript of the hearing and other record evidence, however, it is clear that the Trust failed to give notice of this defense in response to Commission Counsel's discovery requests directed at the issue, and instead, raised the matter for the first time at the public hearing. Commission Counsel strongly objected, arguing that had she known that undue burden would be interjected into the case, she would have conducted further discovery and prepared a litigation strategy in response. We conclude that the Hearing Officer properly refused to consider the belatedly raised defense.

Moreover, our earlier conclusion that the Trust is the "owner" or "other person having the right of ownership" of "contiguously located housing" is dispositive of this issue. That section provides, in relevant part, that, "in the case of … contiguously located housing consisting of ten or more units, reasonable modification [of "existing premises occupied… by a [handicapped person] if such modification is necessary to afford such person full enjoyment of such premises'] shall be at the expense of the owner or other person having the right of ownership." G.L. c. 151B, § 4 (7A)(1). This statutory responsibility is clear and does not allow for an undue hardship defense where housing is "contiguously located", and instead, imposes the cost of the ramping on the Trust. Also, § 4 (7A)(3), allows an "owner" or "other party having the right to ownership," the benefit of the undue hardship defense (so long as the housing is not "contiguous") but does not bring within its scope "any organization of condominium owners." [14]

[14] G.L. c. 151B, § 4 (7)(3) provides in part, that "[n]otwithstanding any other provisions of this subsection, an accommodation or modification which is paid for by the owner or other person having the right of ownership is not considered to be reasonable if it would impose an undue hardship upon the owner or other person having the right of ownership and shall therefore not be required." We do not view this language as modifying § 4(7)(1), which imposes the expense of a reasonable modification upon the "owner" or "other person having the right of ownership" of "contiguously located" (and "publicly assisted" and "multiple dwelling") housing. It is

Even if the Trust had the right to raise undue hardship under G.L. c. 151B, § (7A)(3) in this case, it would still not prevail. The Trust failed to produce evidence upon which the Hearing Officer could conclude that the defense was applicable. We believe the burden of producing evidence in support of undue hardship lies squarely upon the "owner or other party having the right of ownership." A review of the "factors" to be considered in § 4 (7A)(3) show that relevant evidence is peculiarly in the possession of the party seeking to avail itself of the defense.[15] For example, some of the factors for consideration include size of budget and available assets, and the ability of the "owner" or "other person having the right of ownership" to recover the cost of the accommodation or modification through a federal tax deduction. Here, the Trust failed to produce evidence that would have permitted the Hearing Officer to make findings of fact regarding this issue. The only evidence in the record was the testimony of one unit owner/Trustee that her supplemental condo fee was a personal financial hardship to her. That fee, $8,000, represented an assessment per condominium unit of a $300,000, "Phase I" major capital improvement project which consisted of replacement of roofs, decks and patios, ventilation improvement, upgrading of lighting and re-grading of rear areas. The unit owner/Trustee's testimony about the effect of this large-scale structural improvement undertaking – which did <u>not</u> even include the cost of ramping the common entry area of Unit 8 --is hardly the individualized

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reasonable that the Legislature would require larger housing accommodations (consisting of ten or more units) to pay the cost of a reasonable modification to afford a handicapped person full enjoyment of the premises; while requiring consideration of factors that are enumerated in the statute to determine undue hardship for smaller scale housing.

[15] G.L. c. 151B, § 4 (7)(3) provides in relevant part, "[f]actors to be considered shall include, but not be limited to, the nature and cost of the accommodation or modification needed, the extent to which the accommodation or modification would materially alter the marketability of the housing, the overall size of the housing business of the owner or other person having the right of ownership, including but not limited to, the number and type of housing units, size of budget and available assets, and the ability of the owner or other person having the right of ownership to

undue hardship analysis envisioned under G. L. c. 151B, § 4(7A)(3), were we to apply it.

We conclude that the Hearing Officer did not err in refusing to consider or find that the cost of the reasonable accommodation or modification would result in undue hardship to the Trust and/or condominium unit owners.

We also conclude that the damage awards to Complainants were supported by the evidence and were reasonable given the facts of this case. The amount of the award for emotional distress is clearly within the discretion of the fact finder who observes the witnesses and makes judgments about their demeanor and sincerity. The Hearing Officer found that Linda Kacavich testified credibly about the enormous frustration and distress she and her sister suffered in attempting to get a proper ramp built. Given the facts of this case, and the long struggle Complainant's had to undertake, including filing a law suit against the contractor, we do not believe the award in this case is excessive. Therefore we affirm the decision of the Hearing Officer as to damages.

Additionally, we order the Trust to immediately rebuild and pay for the ramp at Building 6, according to the terms set forth in the Hearing Officer's decision.[16] We issue this Order for a number of reasons, most notably, that the Trust's own witness, a Director of Operations of the new management company employed by the Trust in August 2007, testified at the public hearing that not only was the ramp installed improperly, it was a "hazard".[17] It is unconscionable to permit this "hazard" to persist any longer, especially where the Trust itself was responsible for providing Kacavich with the estimate for the contractor who did the subpar work – an estimate

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recover the cost of the accommodation or modification through a federal tax deduction.. . ."

[16] The Hearing Officer ordered that the Trust repair the ramp "forthwith". The Order has not been stayed.

[17] This witness stated further,"you don't need an expert to tell you that's a dangerous situation".

which was substantially lower than others the Trust obtained as a result of Linda Kacavich's reasonable accommodation request, and which should have raised doubt about whether the job would be properly performed in the first place. We also note that despite the Board of Trustees' willingness to authorize the expenditure of $300,000 in extensive structural improvements, it has not seen fit to include rectification of the "hazard" represented by the ramping over the entry to the Kacavichs' Building.

Finally we supplement the Hearing Officer's Order by requiring that the Trustees undergo training on their legal obligations under G.L. c. 151B, §§ 4 (7) and (7A) and develop a policy to be reviewed by the Commission and distributed to unit owners informing them of the rights of disabled persons and the procedure for seeking a reasonable accommodation or modification under these laws.

ORDER

For the reasons set forth above, we hereby affirm the decision and Order of the Hearing Officer in its entirety. Consistent with our decision, Respondent is additionally Ordered to:

1. Conduct annual training of Trustees and property management personnel on issues related to discrimination in housing based on disability and on the reasonable accommodation policy discussed below in paragraph (2), annually for the next five years. The training shall focus on the Trusts' obligation to make a reasonable accommodation and/or modification of existing premises, rules, policies, practices or services, when such accommodation may be necessary to afford a disabled person equal opportunity to use and enjoy the

premises, as set forth in G.L. c. 151B. The training shall be conducted by a trainer certified by the Commission, whose name and credential shall be provided to the Commission in advance, along with a proposed training curriculum, the training session shall be no shorter than three hours in duration. Any new trustees elected or appointed, or new property management personnel between annual trainings shall be provided with a copy of the training materials and reasonable accommodation policy discussed below.

2. Develop a policy to inform owners and tenants with disabilities of their rights under the law, which includes creation and implementation of a process for making reasonable accommodation and/or modification requests consistent with (1) above. This policy, which must be approved by the Commission, shall be distributed to owners, tenants, Board of Trustee members and property management personnel.

3. Immediately comply with the Hearing Officer's Order, that "at the expense of the Board of Trustees, [it] forthwith rebuild the ramp in accordance with the terms set forth in Complainant's Exhibit 14, p. 4." **This Order must be complied with immediately. Within one week of issuance, The Board of Trustees is to notify the Commission of the time schedule for completion of the ramp, which shall not be delayed and shall be completed expeditiously.**

This Order represents the final action of the Commission for purposes of M.G.L. c. 30A. Any party aggrieved by this final determination may contest the Commission's decision by filing a complaint in superior court seeking judicial review, together with a copy of the transcript of proceedings. Such action must be filed within thirty (30) days of receipt of this decision and

must be filed in accordance with M.G.L. c. 30A, c. 151B, §6, and the 1996 Standing Order on Judicial Review of Agency Actions. Failure to file a petition in court within thirty (30) days of receipt of this order will constitute a waiver of the aggrieved party's right to appeal pursuant to M.G.L. c. 151B, §6.

SO ORDERED this 10th day of August, 2010

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Malcolm S. Medley
Chair

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Sunila Thomas George
Commissioner