



RECEIVED  
2017 SEP 18 PM 12:29  
PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

17 North Second Street  
12th Floor  
Harrisburg, PA 17101-1601  
717-731-1970 Main  
717-731-1985 Main Fax  
www.postschell.com

---

Christopher T. Wright

cwright@postschell.com  
717-612-6013 Direct  
717-731-1985 Direct Fax  
File #: 159332

September 18, 2017

**VIA HAND DELIVERY**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Crescent Hotel - Plymouth Meeting, LP v. PECO Energy Company  
Docket No. C-2008-2068258**

**Crescent Hotel - Plymouth Meeting, LP v. UGI Corporation  
Docket No. C-2008-2068267**

**Crescent Hotel - Plymouth Meeting, LP v. Celeren Corporation  
Docket No. C-2009-2089563**

---

Dear Secretary Chiavetta:

Enclosed for filing is the Answer of UGI Energy Services LLC ("UGIES") to New Matter of Crescent Hotel – Plymouth Meeting, LP, included in the Objection and Answer to UGIES' Motion for Summary Judgment, in the above-referenced proceedings. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

Christopher T. Wright

CTW/jl  
Enclosures

cc: Honorable Marta Guhl  
Certificate of Service

ALLENTOWN HARRISBURG LANCASTER PHILADELPHIA PITTSBURGH PRINCETON WASHINGTON, D.C.

A PENNSYLVANIA PROFESSIONAL CORPORATION

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                                       |   |                           |
|---------------------------------------|---|---------------------------|
| Crescent Hotel – Plymouth Meeting, LP | : |                           |
|                                       | : |                           |
| v.                                    | : | Docket No. C-2008-2068258 |
|                                       | : |                           |
| PECO Energy Company                   | : |                           |
|                                       | : |                           |
| Crescent Hotel – Plymouth Meeting, LP | : |                           |
|                                       | : |                           |
| v.                                    | : | Docket No. C-2008-2068267 |
|                                       | : |                           |
| UGI Corporation                       | : |                           |
|                                       | : |                           |
| Crescent Hotel – Plymouth Meeting LP  | : |                           |
|                                       | : |                           |
| v.                                    | : | Docket No. C-2008-2089563 |
|                                       | : |                           |
| Celeren Corporation                   | : |                           |

---

**ANSWER OF UGI ENERGY SERVICES, LLC  
TO NEW MATTER OF CRESCENT HOTEL – PLYMOUTH MEETING LP**

---

**RECEIVED**  
2017 SEP 18 PM 12: 29  
PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

TO ADMINISTRATIVE LAW JUDGE MARTA GUHL:

UGI Energy Services, LLC (“UGIES”), by and through its attorneys, files this Answer to the New Matter of Crescent Hotel – Plymouth Meeting, LP (“Crescent Hotel”) pursuant to Sections 5.63(a) of the Pennsylvania Public Utility Commission’s (“Commission”) regulations, 52 Pa. Code § 5.63(a).

On August 17, 2017, UGIES filed a Motion for Summary Judgment requesting that Count II of Crescent Hotel’s Second Amended Formal Complaint be summarily dismissed in its entirety and with prejudice for multiple reasons.<sup>1</sup> On September 6, 2017, Crescent Hotel served

---

<sup>1</sup> Together with the Motion for Summary Judgment, UGIES submitted the Affidavit of Cedric Haywood, which attested to the facts set forth in the Motion and sponsored various documents attached to the Affidavit (collectively, hereinafter “Haywood Affidavit”).

its "Objection and Answer" to UGIES' Motion for Summary Judgement. Therein, Crescent Hotel included a "New Matter" in response to UGIES' Motion for Summary Judgement. UGIES herein responds to each of the separately-numbered paragraphs of Crescent Hotel's New Matter as follows:

1. Admitted in part and denied in part. It is admitted that on or about August 22, 2007, UGIES received written confirmation from Crescent Hotel that stated:

Crescent Hotel Plymouth Meeting LP hereby authorizes CELEREN to act as Authorized Billing Agent for ONLY those accounts listed above on this COA form. The above listed accounts shall be billed ONLY to CELEREN unless UGI Energy Services is notified otherwise in writing.

(See UGIES New Matter, ¶ 20; Haywood Affidavit, Appendix A-2) It is only admitted that pursuant to the August 22, 2007 written confirmation, UGIES had knowledge that Celeren was Crescent Hotel's "Authorized Bill Agent" for Crescent Hotel's account with UGIES unless UGIES was notified otherwise in writing. (See UGIES New Matter, ¶ 21; Haywood Affidavit, Appendix A-2) It is further admitted that Pursuant to the August 22, 2007 written confirmation from Crescent Hotel, all bills for natural gas supply provided to Crescent Hotel were to be "billed only to Celeren unless [UGIES] is notified otherwise in writing." (See UGIES New Matter, ¶ 23; Haywood Affidavit, Appendix A-2)

It is denied that UGIES knew of the obligations and agreements by and between Celeren and Crescent Hotel. By way of further response, UGIES was **not** a party to any agreement between Crescent Hotel and Celeren. (See UGIES New Matter, ¶ 18; see also Second Amended Complaint, Exhibit A) Further, **at no time** was there any agreement, contract or other binding obligation by and between UGIES and Celeren. (See Haywood Affidavit, ¶ 10)

UGIES denies it had any knowledge or information regarding whether Crescent Hotel was making payments to Celeren or of any other agreements or contractual obligations by and between Crescent Hotel and Celeren and, therefore, UGIES denies the same.

2. Denied. UGIES lacks sufficient information to either confirm or deny the averment that "Crescent made the payment required to Celeren pursuant to their agreement" and, therefore, denies the same. In further response, Celeren was Crescent Hotel's agent under a private contract solely by and between Celeren and Crescent Hotel. Crescent Hotel was solely responsible for its performance obligations under the contract it negotiated with the agent it selected, Celeren.

3. Denied. It is expressly denied that UGIES owed a duty to notify Crescent Hotel when its authorized billing agent or representative, Celeren, failed to remit timely payment for the natural gas supply received by Crescent Hotel. It also expressly denied that UGIES breached any duty owed to Crescent Hotel.

In further response, there is nothing in the Public Utility Code, Commission regulations or Commission orders that requires a licensed natural gas supplier, such as UGIES, to notify a large commercial customer when the customer's authorized billing agent or representative -- who was designated solely by the customer -- fails to remit timely payment for the natural gas supply received by the large commercial customer. To the extent that UGIES owed any alleged duty to notify Crescent Hotel, such duty arose solely from the Master Natural Gas Sales Agreement between UGIES and Crescent Hotel, which is a private agreement between UGIES, as a natural gas supplier ("NGS"), and Crescent Hotel, as a large commercial natural gas

customer.<sup>2</sup> (See UGIES New Matter, ¶ 8; Haywood Affidavit, Appendix A-1) The Public Utility Code does not grant the Commission the authority to entertain an action for breach of contract or to award damages or grant any other form of relief in an action for breach of contract.<sup>3</sup>

Moreover, even assuming, *arguendo*, that UGIES had a duty to notify a large commercial customer when the customer's authorized billing agent or representative fails to remit timely payment for natural gas supply received by the customer, Crescent Hotel expressly waived this alleged duty in the August 22, 2007 written confirmation. (See UGIES New Matter, ¶ 20; Haywood Affidavit, Appendix A-2) Furthermore, even assuming, *arguendo*, that UGIES had a duty to notify a large commercial customer when the customer's authorized billing agent or representative fails to remit timely payment for natural gas supply received by the customer and that Crescent Hotel did not waive that duty, UGIES did in fact notify Crescent Hotel. Indeed, on May 20, 2008, UGIES directly contacted the Crescent Hotel Customer Representative designated in the Master Natural Gas Sales Agreement regarding the outstanding payments due for natural gas supply provided by UGIES. (See UGIES New Matter, ¶ 30; Haywood Affidavit, ¶ 17 and Appendix A-3) Despite being notified by UGIES on May 20, 2008, Crescent Hotel waited until July 14, 2008, to inform UGIES that Celeren would no longer be responsible for payment of Crescent Hotel's bills for natural gas supply provided by UGIES. (See UGIES New Matter, ¶ 31-35; Haywood Affidavit, ¶¶ 17-19 and Appendix A-3)

---

<sup>2</sup> See *Valentino v. Dominion Retail, Inc. t/a Peoples Plus*, Docket No. C-20055447, 2006 Pa. PUC LEXIS 27 (Final Order entered Jan. 12, 2006) (adopting as final the Initial Decision finding that a contract between a customer and a NGS for the supply of natural gas is a private contractual matter).

<sup>3</sup> *Poorbaugh v. Pa. PUC*, 666 A.2d 744 (Pa. Cmwlth. 1995); *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1977).

By way of further response, UGIES incorporates Paragraphs 86-102 of its Motion for Summary Judgment as though fully set forth herein.

4. Denied. The averments set forth in Paragraph 4 of the Crescent Hotel New Matter are legal conclusions to which no responsive pleading is required. To the extent a response is deemed necessary, UGIES denies the same.

5. Denied. The averments set forth in Paragraph 5 of the Crescent Hotel New Matter are legal conclusions to which no responsive pleading is required. To the extent a response is deemed necessary, UGIES denies the same.

By way of further response, it is admitted only that UGIES is licensed by the Commission to offer, render, furnish or supply natural gas supply services as a broker/marketer, an aggregator, and a supplier of natural gas services throughout the Commonwealth of Pennsylvania. (See Haywood Affidavit, ¶ 5)

It is strictly denied that Celeren is a “marketing sales consultant” as defined in Section 62-101 of the Commission’s regulations, 52 Pa. Code § 62-101. Contrary to Crescent Hotel’s assertion otherwise, the term “marketing sales consultant” is **not** defined or included in Section 62-101 of the Commission’s regulations.

It is strictly denied that Celeren is a “nontraditional marketer” and/or “marketing sales consultant” as defined in Section 62-101 of the Commission’s regulations. The Commission’s regulations have defined the term “nontraditional marketer” as follows:

Nontraditional marketer—A community-based organization, civic, fraternal or business association, or common interest group **that works with** a licensed NGS as an agent to market natural gas service to its members or constituents. A nontraditional marketer may not require its members or constituents to obtain its natural gas service through a specific licensed NGS.

52 Pa. Code § 62-101 (emphasis added). It is strictly denied that Celeren was “working with” UGIES or was otherwise employed or engaged by UGIES in any fashion or capacity, including as a nontraditional marketer or marketing sales consultant as alleged by Crescent Hotel.

By way of further response, UGIES was **not** a party to any agreement between Crescent Hotel and Celeren. (See UGIES New Matter, ¶ 18; see also Second Amended Complaint, Exhibit A) Further, at no time was there any agreement, contract or other binding obligation by and between UGIES and Celeren. (See Haywood Affidavit, ¶ 10) UGIES’ only interaction with Celeren was because Crescent Hotel **expressly instructed** UGIES to send Crescent Hotels’ invoices to Celeren as Crescent Hotel’s “Authorized Bill Agent.”

The fundamental flaw with Crescent Hotel’s entire case against UGIES, as admitted in Paragraphs 1 and 2 of the Crescent Hotel New Matter, is that Celeren was the **agent of and working for** Crescent Hotel, **not** UGIES. Under no theory of law is UGIES responsible or liable for the actions or inactions of Crescent Hotel’s authorized billing agent. Crescent Hotel’s sole remedy for the allegations in Count II of the Second Amended Complaint is to seek recourse, as permitted by law, against its authorized billing agent, not UGIES. If such recourse is unavailable, then this is the necessary outcome of Crescent Hotel’s own business decision making and mismanagement of the agent they solely selected and contracted with.

In further response, UGIES incorporates Paragraphs 1 and 3, *supra*, as though fully set forth herein.

6. Denied. The averments set forth in Paragraph 6 of the Crescent Hotel New Matter are legal conclusions to which no responsive pleading is required. To the extent a response is deemed necessary, UGIES denies the same.

By way of further response, it is strictly denied that: (i) UGIES is or was responsible for any action, inaction, or practices of Celeren, and (ii) that Celeren is or was a “nontraditional marketer” for UGIES. In further response, UGIES incorporates Paragraphs 1, 3 and 5, *supra*, as though fully set forth herein.

7. Denied. The averments set forth in Paragraph 7 of the Crescent Hotel New Matter are legal conclusions to which no responsive pleading is required. To the extent a response is deemed necessary, UGIES denies the same.

By way of further response, it is strictly denied that: (i) UGIES is or was responsible for any action, inaction, or practices of Celeren, and (ii) that Celeren is or was a “marketing services consultant” for UGIES. In further response, UGIES incorporates Paragraphs 1, 3 and 5, *supra*, as though fully set forth herein.

8. Denied. It is strictly denied that the Public Utility Code, Commission regulations or Commission orders created or imposed a duty or obligation on UGIES to notify Crescent Hotel when its authorized billing agent, Celeren, failed to remit timely payment for the natural gas supply provided to and received by Crescent Hotel. It also is strictly denied that UGIES failed to notify Crescent Hotel when its authorized billing agent, Celeren, failed to remit timely payment for the natural gas supply provided to and received by Crescent Hotel. Indeed, on May 20, 2008, UGIES directly contacted the Crescent Hotel Customer Representative designated in the Master Natural Gas Sales Agreement regarding the outstanding payments due for natural gas supply provided by UGIES. (See UGIES New Matter, ¶ 30; Haywood Affidavit, ¶ 17 and Appendix A-3) By way of further response, UGIES incorporates Paragraphs 1, 3 and 5, *supra*, as though fully set forth herein.



9. Admitted. It is admitted that Crescent Hotel propounded interrogatories and requests for production of documents on UGIES on August 16, 2017.

10. Denied as stated. It is admitted that UGIES timely and fully responded to Crescent Hotel's discovery requests. The remainder of the averments set forth in Paragraph 10 of the Crescent Hotel New Matter is denied.

The averments in Paragraph 10 of the Crescent Hotel New Matter suggest that UGIES delayed serving its discovery responses until less than 24-hours before Crescent Hotel's answer to the UGIES Motion for Summary Judgment was due. Any implied delay in receiving timely responses to its discovery requests is strictly denied and, moreover, is solely attributable to actions and inactions of Crescent Hotel.

In further response, the Commission's regulations expressly provide that a "party shall initiate discovery as early in the proceedings as reasonably possible." 52 Pa. Code § 5.31(a). This matter was initiated on October 1, 2008 (*i.e.*, almost 9 years ago), when Crescent Hotel filed its initial Formal Complaints with the Commission. Although this proceeding was stayed until the disposition of Celeren's bankruptcy proceeding, Crescent Hotel could have -- but failed to -- engage in discovery prior the April 2, 2009 stay. Moreover, the Celeren bankruptcy proceeding was completed on February 18, 2014, and the stay in this proceeding was lifted on June 20, 2014. Although the stay had been lifted, Crescent Hotel elected to wait until August 16, 2017, to propound its first set of discovery on UGIES (*i.e.*, over 3 years). Notably, there was absolutely nothing that prevented Crescent Hotel from promptly engaging in discovery as required by 52 Pa. Code § 5.31(a) once the bankruptcy stay had been lifted.

Because Crescent Hotel voluntarily elected to wait until August 16, 2017, to serve its very first set of discovery requests, UGIES's responses were not due until September 5, 2017,

pursuant to 52 Pa. Code §§ 5.342(d), 5.349(d). UGIES provided complete and timely responses to Crescent Hotel's discovery requests on September 5, 2017. Any implied delay in receiving timely responses to its discovery requests is solely attributable to Crescent Hotel.

In further response, other than the requirement in 52 Pa. Code § 5.102(a) that a motion for summary judgment be filed after the pleadings are closed and within such time as to not delay the hearing, there is nothing in the Commission's regulations or the Scheduling Order adopted in this proceeding that required UGIES to (i) file its Motion for Summary Judgment by a date certain or (ii) wait until Crescent Hotel as decided it has completed discovery before filing its Motion for Summary Judgment. Notably, Crescent Hotel did in fact have the opportunity to review the discovery responses provided by the UGIES, as evidenced by the fact that it included various discovery responses to its "Objection and Answer." Crescent Hotel's apparent dissatisfaction with the timing of the UGIES Motion for Summary Judgment and the due date of responses to discovery is Crescent Hotel's own fault and, moreover, not a proper basis to deny UGIES's Motion for Summary Judgment, which clearly demonstrates that UGIES is entitled to judgment as a matter of law.

11. Denied. UGIES lacks sufficient information to either confirm or deny the averments set forth in Paragraph 11 of the Crescent Hotel New Matter and, therefore, denies the same. In further response, UGIES submits that any discovery that Crescent Hotel has served on PECO is wholly irrelevant to the disposition of UGIES' Motion for Summary Judgment.

12. Denied. Paragraph 12 of the Crescent Hotel New Matter is a request for relief, to which no responsive pleading is required. To the extent that a response is deemed necessary, UGIES denies the same.

In further response, Crescent Hotel's request for oral argument is completely unnecessary and should be denied. Section 5.102 of the Commission's regulations provides that summary judgment may be granted "if the applicable pleadings, depositions, answers to interrogatories and admissions, together with affidavits, if any, show that there is no genuine issue as to a material fact and that the moving party is entitled to a judgment as a matter of law." 52 Pa. Code § 5.102. There is nothing in Section 5.102 that contemplates oral argument. Furthermore, there is no genuine issue as to a material fact in this case with respect to Count II of Crescent Hotel's Second Amended Complaint, and UGIES is entitled to judgment as a matter of law with respect to Count II of Crescent Hotel's Second Amended Complaint for the multiple reasons explained in detail in UGIES' Motion for Summary Judgment, which are summarized below:

First, Count II of the Second Amended Formal Complaint should be summarily dismissed because there is nothing in the Public Utility Code, Commission regulations or Commission orders that created or imposed a duty on UGIES to notify Crescent Hotel when its authorized billing agent, Celeren, failed to remit timely payment for the natural gas supply provided to and received by Crescent Hotel. As such, Crescent Hotel cannot, as a matter of law, establish that UGIES violated a provision of the Public Utility Code, Commission regulations or Commission orders. See 66 Pa.C.S. § 701; 52 Pa. Code § 5.21(a). Furthermore, even if the Public Utility Code, Commission regulations or Commission orders imposed such a duty on UGIES, which they do not, UGIES did in fact notify Crescent Hotel.

Second, the issues raised in Count II of the Second Amended Formal Complaint involve allegations of breach of contract between Crescent Hotel and UGIES. Indeed, absent the private contract between UGIES as an NGS and Crescent Hotel as a large commercial natural

gas customer, there would be absolutely no alleged duty owed to Crescent Hotel or alleged breach of that duty by UGIES. It is well established that the Public Utility Code does not grant the Commission the authority to entertain an action for breach of contract and, therefore, Count II of the Second Amended Formal Complaint should be summarily dismissed.

Third, Count II of the Second Amended Formal Complaint should be summarily dismissed because it requests relief that is beyond the Commission's jurisdiction. Count II seeks monetary damages and equitable relief for an alleged breach of duty owed by UGIES to Crescent Hotel. Again, the Commission lacks jurisdiction over breach of contract claims and cannot grant any form of relief in an action for breach of contract. Further, there is nothing in the Public Utility Code that confers jurisdiction upon the Commission to award monetary damages, and the Commission lacks jurisdiction to consider equitable remedies because it is an agency, rather than a court of law.

Finally, to the extent Crescent Hotel has any remedy, it is against Crescent Hotel's authorized billing agent, not UGIES. In its Second Amended Complaint, Crescent Hotel alleges that its authorized billing agent, Celeren, failed to remit timely payment to UGIES for the natural gas supply provided to and received by Crescent Hotel. However, UGIES is not responsible or liable for the actions or inactions of Crescent Hotel's authorized billing agent. Crescent Hotel's sole remedy for the allegations in Count II of the Second Amended Complaint is to seek recourse, as permitted by law, against its authorized billing agent, not UGIES. The only reason that Crescent Hotel filed the pending complaint with the Commission against UGIES is because Crescent Hotel was unsuccessful in obtaining relief from its authorized billing agent, and Crescent Hotel could not under any theory of law obtain relief against UGIES if it properly raised its contract claim before a court of law with jurisdiction over such claims, as expressly

required by the terms of the Master Natural Gas Sales Agreement by and between Crescent Hotel and UGIES.<sup>4</sup> Crescent Hotel's failure to successfully obtain relief from Celeren for its failure to time remit payment to UGIES does not somehow make UGIES liable to Crescent Hotel for Celeren's contractual obligations, nor does it confer the Commission with jurisdiction over this contract claim.

As such, there is no need for oral argument because the issue of whether Count II of the Second Amended Formal Complaint should be summarily dismissed as a matter of law can be decided entirely from the pleadings and affidavits submitted in this case and the Public Utility Code, Commission regulations or Commission orders. UGIES submits that oral argument would be nothing more than a waste of the parties' and Your Honor's time and resources.

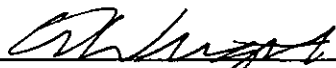
---

<sup>4</sup> Under the terms of the Master Natural Gas Sales Agreement, UGIES and Crescent Hotel expressly agreed that Court of Common Pleas of Berks County and/or the United States District Court for the Eastern District of Pennsylvania would have the exclusive jurisdiction over any disputes pertaining to the Master Natural Gas Sales Agreement. (See UGIES New Matter, ¶ 9; Haywood Affidavit, Appendix A-1, ¶ 14)

WHEREFORE, for all the foregoing reasons, as well as those more fully explained in its Motion for Summary Judgement, UGI Energy Services, LLC respectfully requests that Count II of the Second Amended Formal Complaint of Crescent Hotel – Plymouth Meeting, LP be summarily dismissed in its entirety and with prejudice as to UGI Energy Services, Inc.

Respectfully submitted,

Frank H. Markle, Esquire  
UGI Energy Services, LLC  
460 N. Gulph Rd.  
King of Prussia, PA 19406  
Phone: (610) 768-3625  
Fax: (610) 992-3258  
E-mail: marklef@ugicorp.com

  
David B. MacGregor (ID # 28804)  
Post & Schell, P.C.  
Four Penn Center  
1600 John F. Kennedy Boulevard  
Philadelphia, PA 19103-2808  
Phone: 215-587-1197  
Fax: 215-320-4879  
E-mail: dmacgregor@postschell.com

Of Counsel:  
Post & Schell, P.C.

Christopher T. Wright (ID #203412)  
Post & Schell, P.C.  
17 North Second Street, 12th Floor  
Harrisburg, PA 17101-1601  
Phone: 717-612-6013  
Fax: 717-731-1985  
E-mail: cwright@postschell.com

Date: September 18, 2017

Counsel for UGI Energy Services, LLC

RECEIVED  
2017 SEP 18 PM 12:29  
PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

**VERIFICATION**

I, Cedric Haywood, being the Director of Collections at UGI Energy Services LLC, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect UGI Energy Services LLC to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: 9/18/17

Signature: Cedric A. Haywood

RECEIVED  
2017 SEP 18 PM 12:30  
PA PUC  
SECRETARY'S BUREAU  
FRONT DESK

**CERTIFICATE OF SERVICE**

(Docket Nos. C-2008-2068-258, C-2008-2068267 and C-2009-2089563)

I hereby certify that a true and correct copy of the foregoing document has been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).


**VIA E-MAIL & FIRST CLASS MAIL**

Paul A. Bucco, Esquire  
William D. Oleckna, Esquire  
Michael V. Di Girolamo, Esquire  
10 E. Sixth Avenue, Suite 100  
Conshohocken, PA 19428  
*Counsel for Crescent Hotel Plymouth Meeting, L.P.*

Ward L. Smith, Esquire  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699  
*Counsel for PECO Energy Company*

RECEIVED  
2017 SEP 18 PM 12:29  
PA PUG  
SECRETARY'S BUREAU  
FRONT DESK

Date: September 18, 2017

  
\_\_\_\_\_  
Christopher T. Wright