



OFFICE OF THE CITY ATTORNEY

July 21, 2015

Mayor
Oscar Leeser

City Council

District 1
Peter Svarzbein

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Claudia Ordaz

District 7
Lilly Limón

District 8
Cortney C. Niland

City Manager
Tommy Gonzalez

Norman J. Gordon
Mounce, Green, Myers, Safi and Galatzan, P.C.
P.O. Box Drawer 1977
El Paso, Texas 79950-1977

Re: Fee Arrangement/ Professional Services Letter of Engagement
General Issues Related to El Paso Electric Company

Dear Mr. Gordon:

The City of El Paso would like to engage you and your firm to provide professional legal services in connection with the above-identified matters.

Please read this letter carefully and review the City of El Paso Outside Counsel Terms of Engagement attached hereto. These describe the terms and conditions under which the City will retain you in connection with the above-described matters. The City's policy and the Texas Disciplinary Rules of Professional Conduct require that this letter be signed before you engage in any work on behalf of the City. The terms and conditions of your engagement are as follows:

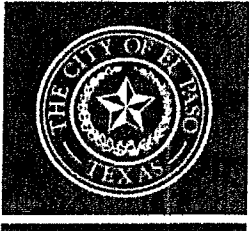
1. You shall provide all traditional legal services necessary to assist the City in the above-identified matters. This will include:
 - a) Coordinate all aspects of representation in connection with these matters, with the City Attorney or Assistant City Attorney assigned to these matters. Contemporaneous copies of all drafts, pleadings, legal memoranda, correspondence, and other documents shall be submitted her. Any questions regarding such matters shall be directed to the City Attorney or her designee. Please note that formal action by the El Paso City Council may be required to approve certain actions involved in this matter. No contact with City officials regarding this matter shall occur without prior notice to the City Attorney. All such contact shall be coordinated through City Attorney or her designee.
 - b) Consult with the City and its administrative personnel regarding any and all aspects of these matters.

Sylvia Borunda Firth – City Attorney

P.O. Box 1890/ El Paso, Texas 79950-1890 /915-212-0033 /Facsimile: 915-212-0034/ www.elpasotexas.gov

15-1021-1079 Doc No. 430343

"Delivering Outstanding Services"



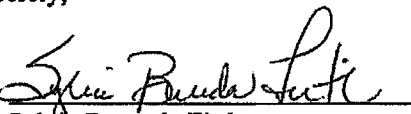
JULY 16, 2015
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OFFICE OF THE CITY ATTORNEY

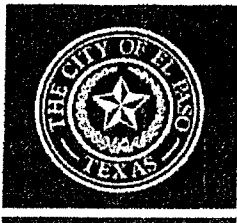
- (c) Draft and prepare all preliminary drafts, memoranda, and all legal documents, pleadings, notices and instruments necessary and appropriate on behalf of the City.
2. The Services shall be undertaken and completed in compliance with schedules established by the City, as appropriate to carry out the purposes of this Agreement, the provisions of the attached Addendum 1, City of El Paso Outside Counsel Terms of Engagement, and with the hourly rates identified on Addendum 2, Fee Schedule.
 3. The parties to this Agreement understand and agree that Norman J. Gordon, and Mounce, Green, Myers, Safi and Galatzan, P.C. will represent the City of El Paso.
 4. This agreement will be in effect through and including the resolution of these matters, unless mutually extended or sooner terminated, as provided by Addendum 1, attached hereto.
 5. The City will pay you at an hourly rate of \$325.00¹, plus a fixed fee of 4% for all routine expenses. The engagement of outside experts is not a routine expense; such fees will be reimbursed pursuant to paragraph VI of Addendum 1. You may use additional attorneys from your firm in the execution of this agreement pursuant to the terms of the Outside Counsel Terms of Engagement, attached hereto and made a part hereof. You are expected to provide monthly invoices.

Please sign a copy of this letter in the space provided below, indicating your agreement to the terms and conditions set forth above.

Sincerely,

By: 
Sylvia Borunda Firth
City Attorney

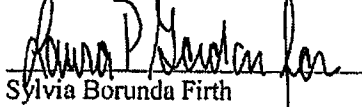
¹ Subject to the City of El Paso Outside Counsel Terms of Engagement



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PAGE 3

OFFICE OF THE CITY ATTORNEY

APPROVED AS TO FORM:


Sylvia Borunda Firth
City Attorney

AGREED AND ACCEPTED:

MOUNCE, GREEN, MYERS, SAFI AND GALATZAN, P.C.

By: 
Norman J. Gordon

Date: 8/19/15

Cc: *Laura P. Gordon*
Deputy City Attorney

ADDENDUM 1

CITY OF EL PASO OUTSIDE COUNSEL
TERMS OF ENGAGEMENT

I. Representation

You ("Outside Counsel") will coordinate all aspects of representation with the City Attorney. Copies of all pleadings, legal memoranda and correspondence shall be submitted to her. All policy decisions, including but not limited to all settlement actions, shall be made by this Office. Any questions regarding such matters shall be directed to the City Attorney. Please note that formal action by the El Paso City Council may be required to approve certain actions, including settlement. No contact with City Officials regarding this matter shall occur without prior notice to the City Attorney. All such contact shall be coordinated through the City Attorney.

II. Calculation of Fees and Invoicing

Payment for services rendered will be made monthly, based upon the number of hours actually worked, and according to the Rate Schedule attached as Addendum 2. All attorneys assigned by you to work on this matter must be identified on the Schedule. Should an attorney be added at a date later than this Agreement, you shall provide a copy of his or her resume and billing rate to the City Attorney. A copy of all invoices, bills, and receipts for travel expenses shall be attached to the invoice. All invoices for professional service shall be submitted on your letterhead. The invoice shall describe in reasonable detail the services performed, the time spent, the applicable billing rate, and the attorney performing the services. The negotiated hourly rates attached shall include all overhead and internal charges associated with your firm's practice. The City shall not pay for overhead or law firm costs associated with services of secretaries, word processors, librarians, investigators or other support staff. Your firm should avoid assigning multiple attorneys to attend meetings or participate in conference calls unless it is approved by the City Attorney or her designee. Your tax identification number must be included on all invoices. Along with the invoices, the attached vendor form must be completed and returned before payment can be processed.

III. Expenses

You agree to pay timely for all reasonable expenses incurred during the representation of the City in this matter, including litigation expenses, if applicable, from the 4% paid to you pursuant to the agreement for payment of routine expenses. Travel expenses, cost for deposition, court transcripts, or transcripts of administrative proceedings are not part of the 4% fee and will be reimbursed by the City separately upon provision of invoices showing such expenses. The mode of travel whenever feasible shall be by air travel by commercial carrier and shall be the most economical available, but in any event shall never exceed coach fare by air. The City of El Paso will not reimburse you for air travel expenses in excess of standard coach or economy fares. Reimbursement for automobile mileage shall not exceed the amount per mile deductible under the Internal Revenue Code as a business expense. The amount paid by the City for lodging and meals shall not exceed those established in the most recent GSA schedule that the Federal

Government allows for travel. Expenses over and above the limits set forth herein shall be borne solely by Outside Counsel and shall not be reimbursed under this Agreement.

IV. Expenditure Ceiling for Representation

The total cost of fees and expenses to the City for representation in this matter, other than those fees and expenses excluded in paragraph III, shall not exceed the 4% amount set forth in the agreement. In the event of any unforeseen circumstances during the course of representation that may lead to a cost overrun, you will notify this office promptly in writing, identifying the contingency and its anticipated cost impact. The City will not honor any invoice for an amount in excess of this Agreement or modification thereof.

V. Audit Expenses

Should you be asked, at any time, to provide information to the City or the City's representatives, concerning your representation in this matter, including, but not limited to city auditors (be they City employees or professionals hired by the City to audit the City's records) or the city finance department; you will provide such information at no additional cost to the City, unless the City Attorney or her representative agree in writing, in advance, to additional charges.

VI. Consultant and Experts

If it becomes necessary to retain consultants or experts in this matter, written approval must be obtained from the City Attorney. Fees for consultants and expert witnesses must be invoiced in the manner and with the particularity described above. The City cannot pay outside consultant or expert invoices directly if he or she was not hired directly by the City.

VII. Right to Audit

The City shall have the right to inspect and audit all books, records and documents of your law firm pertaining to this engagement at any reasonable time, at City expense, and to the extent necessary to verify the accuracy of any statement, charge or computation.

VIII. Conflict of Interest

Your firm may be asked to represent various clients whose interests may be adverse to those of the City. By signing this Agreement, the undersigned affirms that, at present, no such conflict exists. Furthermore, during the course of this representation, your firm shall refrain from representing clients whose interests may conflict with those of the City. Should such a conflict arise, you shall contact the City Attorney immediately to discuss the situation.

IX. Termination of Agreement

It is understood that the City may terminate this Agreement with or without cause at any time. Upon receipt of a written request by the City, the firm shall immediately discontinue work under the Agreement. Thereafter, only those legal services necessary to effectuate termination of representation or transfer to another attorney may be performed. All such services must be expressly authorized in advance and in writing by the City Attorney.

It is agreed and understood that all files, reports, exhibits, pleadings, data compilations, memoranda and other work product produced under this Agreement are the property of the City of El Paso. Upon termination, all files, reports, pleadings and memoranda shall be sent to the City as directed in writing by the City Attorney, without additional charge. A copy of the information may be retained by your firm at your own expense.

X. Insurance

The law firm shall carry professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence, and shall not permit such insurance to be canceled or lapse during this engagement. The law firm shall provide an insurance certificate or other proof of insurance to the City upon request.

XI. Ethics

In providing legal Services to the City, the law firm and each attorney providing services to the City shall fully comply with the Texas Disciplinary Rules of Professional Conduct. The law firm shall promptly notify the City if any disciplinary action or malpractice action is instituted against the law firm or an attorney providing services to the City.

XII. Assignment

The law firm may not assign this Agreement in whole or in part or subcontract any legal services without the prior written consent of the City Attorney.

XIII. Applicable Law

This Agreement and all disputes concerning this Agreement shall be governed by the laws of the State of Texas. Venue of any civil action between the parties regarding this Agreement shall lie exclusively in El Paso County, Texas. All obligations of the parties shall be deemed performable in El Paso County, Texas.

XIV. Monthly Report to Client Required

Your firm shall submit to the City Attorney a written report for each calendar month outlining the time spent, actions taken, reasonable travel expenses incurred, and major events regarding the subject matter of this Agreement. Such reports shall be due no later than the 5th day of each month occurring during the term of this Agreement. Said reports shall be kept confidential to the extent allowed by law.

XV. Entire Agreement

This Agreement, together with the cover letter, attached fee schedule and addenda, shall constitute the entire agreement and understanding of the parties concerning the engagement of the law firm. There shall be no amendment or modification to this Agreement, except in writing signed by all parties.

XVI. Severability

In case any provisions of this Agreement shall be declared invalid, illegal or unenforceable by a court or an agency of competent jurisdiction, such declaration shall not affect the remainder of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ADDENDUM 2

Fee Schedule

All of the fees of Mounce, Green, Myers, Safi and Galatzan, P.C. shall be at the following rates.

<u>Attorney</u>	<u>Hourly Rate</u>
Norman J. Gordon	\$325.00
Associates	\$175.00

As applicable, any substitution or addition of partners and/or associates must be approved in advance by the City Attorney.

Staff 1-3 If the answer to Staff 1-1 above is yes, please provide appropriate affidavits and/or testimony which meet the requirements of 16 TAC § 25.245.

Response: Please see Attachment 1 for Affidavits of Norman J. Gordon and Karl J. Nalepa

Prepared by: Norman J. Gordon
Sponsor: Norman J. Gordon

P.U.C. DOCKET NO. 45885
SOAH DOCKET NO. 473-16-4000

APPLICATION OF EL PASO § BEFORE THE
ELECTRIC COMPANY FOR APPROVAL §
TO REVISE ITS ENERGY EFFICIENCY § PUBLIC UTILITY COMMISSION
COST RECOVERY FACTOR AND §
REQUEST TO ESTABLISH REVISED §
COST CAP § OF TEXAS

AFFIDAVIT OF NORMAN J. GORDON

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared NORMAN J. GORDON, known to me to be the person whose name is subscribed hereto, and being by me duly sworn, upon his oath, stated as follows:

1. My name is Norman J. Gordon. I am over eighteen years of age and I am not disqualified from making this Affidavit.

2. I am an attorney licensed in the States of Texas and Illinois, and numerous federal courts. I received my undergraduate degree law degrees from University of Illinois at Urbana Champaign. I have been in private practice of law in El Paso since completing my military obligation with the Judge Advocate General's Corps of the United States Army in 1974. I am board certified in Civil Trial Law by the Texas Board of Legal Specialization, and have been so certified since 1983. One of the areas of my practice is in the area of utility regulation. Since 1978, I have been lead counsel for parties in many major rate cases, rule making proceedings, and other administrative dockets before City Councils, the Railroad Commission of Texas, the Public Utility Commission of Texas, State District Courts, United States Bankruptcy Court, and Texas Appellate Courts, including the Supreme Court of Texas. I have filed testimony on rate case expense issues in cases before Railroad Commission of Texas. I have filed testimony and testified as an expert witness on rate case expenses in cases before the Public Utility Commission of Texas. I have also taught principles of regulation to members of the Public Utility Regulation Board of the City of El Paso, an advisory board on utility matters.

3. I am a shareholder in the El Paso firm of Mounce, Green Myers, Safi, Paxson & Galatzan, A Professional Corporation, and have been a shareholder in that firm since October 2003. Prior to that time my private practice was with the El Paso law firm of Diamond Rash Gordon & Jackson, P.C., where I was a shareholder.

4. The City of El Paso ("City") engaged Mounce, Green, Myers, Safi, Paxson & Galatzan to act as outside counsel for it in EPEC's prior EECRF case Docket 44677 SOAH No. 473-15-3684.

5. In connection with the case, my firm billed a total of \$16,165.00 in fees. Our firm also charged expenses in the amount of \$743.26 for a total of \$16,908.26. The description of services is provided in the attached invoices, by day, attorney and services performed. The invoices and support are attached to this Affidavit as Attachment "A" and incorporated herein. The only expenses charged were copy expenses, overnight delivery for filings at the Commission. There were no charges for travel or hotel expense. Copy expenses were billed at \$0.10 per page. There is no markup on the expenses. The expenses incurred by my firm were reasonable.

6. The services performed by the City's consultant Karl Nalepa of ReSolved Energy consulting are provided and attached to his affidavit which is Attachment "B" to this affidavit and incorporated herein for all purposes. The total for Mr. Nalepa's firm was \$9,995.46.

7. The total of fees and expenses is \$26,903.72.

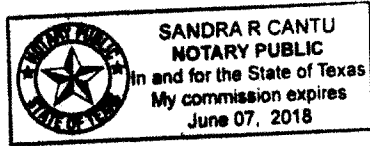
8. I am familiar with the hourly rates charged by others in Texas with similar or less experience for similar work, through the cases in which I have acted as counsel and through the cases in which I have filed testimony. The hourly rates charged by my firm for the work in Docket 44677 for my services was reasonable.

9. All of the work done by my firm was necessary and reasonable with respect to both time and amount considering the nature, extent, and difficulty of the work, the originality of the issues presented including the nature of the issues raised and addressed by the City in this proceeding, and the amount of time spent by and charges by others for work of a similar nature in this and other proceedings. The expenses incurred were all reasonable and necessary for the presentation and prosecution of the City's case.

Further Affiant Says Not.


Norman J. Gordon

SUBSCRIBED AND SWORN TO, BEFORE ME, by the said Norman J. Gordon, this 6th day of June, 2016, to certify which witness my hand and seal of office.



Sandra R. Cantu
Notary Public in and for the State of Texas

SOAH DOCKET NO. 473-16-4000
PUCT DOCKET NO. 45885

APPLICATION OF EL PASO §
ELECTRIC COMPANY FOR § BEFORE THE STATE OFFICE
APPROVAL TO REVISE ITS §
ENERGY EFFICIENCY COST § OF
RECOVERY FACTOR AND §
REQUEST TO ESTABLISH § ADMINISTRATIVE HEARINGS
REVISED COST CAP §

AFFIDAVIT OF KARL J. NALEPA
CONCERNING RESOLVED ENERGY CONSULTING EXPENSES
FOR THE EL PASO ELECTRIC COMPANY 2015 EECRF PROCEEDING

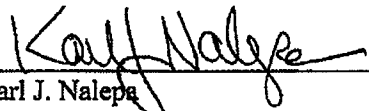
I, Karl J. Nalepa, state the following facts upon my oath.

1. My name is Karl J. Nalepa. I am over eighteen years of age and am not disqualified from making this affidavit.
2. I am the President of ReSolved Energy Consulting, LLC, ("REC") and independent utility consulting company. My business address is 11044 Research Blvd., Suite A-420, Austin, Texas 78759.
3. I was retained by the City of El Paso in El Paso Electric Company's 2015 Energy Efficiency Cost Recovery Factor ("EECRF") proceeding before the Public Utility Commission of Texas, Docket No. 44677.
4. I am giving this affidavit to address the necessity for and reasonableness of REC's actual expenses incurred in Docket No. 44677.
5. REC's actual fees and expenses incurred in Docket No. 44677 related to time spent reviewing the application testimony, schedules and work papers, developing and reviewing discovery, reviewing previous cases, preparing pre-filed written testimony, and assisting counsel in settlement negotiations and briefing. The hours charged are set forth in Table 1, and the corresponding invoices are attached to this affidavit.

Table 1

<u>Consultant</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total Actual</u>
Karl Nalepa	\$260	37.10	\$9,646.00
Bob Stemper	\$225	1.50	\$337.50
Expenses			\$11.96
Total Actual		38.60	\$9,995.46


- 6. My billing rate was \$260 per hour. This was the normal billing rate that I charged for services provided to both regulated and non-regulated entities. This rate was reasonable for a consultant providing these types of services before utility regulatory agencies in Texas. My hourly rate was especially reasonable given I have more than 30 years of utility rate regulatory experience. Part of the basis for my opinion is a review of the hourly rates charged by other consultants to perform similar services. Assisting me in this proceeding was Bob Stemper. Mr. Stemper is a Senior Management Consultant with REC and has over 35 years of regulatory experience. His billing rate is \$225 per hour. Mr. Stemper works under my direction and supervision.
- 7. No REC personnel billed in excess of 12 hours on any given day to this case. No REC personnel incurred any airline, lodging, or meal expenses. No REC personnel charged for any luxury items. There are no instances of double billing for REC's services.
- 8. Based on the novelty of the issues in the case, the occurrence of the hearing, my extensive experience relating to analysis of a variety of rate proceeding matters, and the reasonableness of rate case expenses before the Public Utility Commission of Texas, I conclude that: (1) REC's hourly rates are reasonable; and (2) the 38.60 actual hours in this case are both reasonable and necessary.
- 9. The statements made in this affidavit are true and correct.


Karl J. Nalepa

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN to before me, the undersigned authority, on the 6 day of June 2016, by Karl J. Nalepa.




Notary Public, State of TEXAS
My Commission Expires: 07/16/2019

ReSolved Energy Consulting, LLC

11044 Research Blvd., Suite A-420
Austin, Texas 78759
Phone (512) 331-4949

Invoice

DATE	INVOICE NUMBER
7/2/2015	3585

BILL TO
Mounce, Green, Myers, Safi, Paxon & Galatzan, PC Norman Gordon 100 N. Stanton, Ste 1000 El Paso, TX 79950

PROJECT			
EPE EECRF 44677			
DESCRIPTION	HOURS	RATE	AMOUNT
Consulting (K. Nalepa)	2	260.00	520.00
Work Completed thru - June 30, 2015		TOTAL DUE	\$520.00

Monthly Recap

Karl Nalepa

Date	Task	Hours
June 19, 2015	Call with N. Gordon to discuss scope of work. Review filing.	1.30
June 22, 2015	Continue to review filing.	0.70
		2.00

EPE EECRF 44677

Recap_June 2015_ KJN.xlsx

ReSolved Energy Consulting, LLC

11044 Research Blvd., Suite A-420
Austin, Texas 78759
Phone (512) 331-4949

Invoice

DATE	INVOICE NUMBER
8/5/2015	3603

BILL TO
Mounce, Green, Myers, Safi, Paxon & Galatzan, PC Norman Gordon 100 N. Stanton, Ste 1000 El Paso, TX 79950

PROJECT		
EPE EECRF 44677		

DESCRIPTION	HOURS	RATE	AMOUNT
Consulting (K. Nalepa)	29.8	260.00	7,748.00
Consulting (B. Stemper)	1.5	225.00	337.50
Total Labor			8,085.50
Travel Related		11.96	11.96
Work Completed thru - July 31, 2015		TOTAL DUE	\$8,097.46

Monthly Recap

Karl J Natepa

Date	Task	Hours
July 7, 2015	Review filing and identify case issues.	3.20
July 8, 2015	Work on analysis of case issues.	2.00
July 13, 2015	Work on analysis of case issues.	2.00
July 14, 2015	Work on analysis of case issues.	1.00
July 17, 2015	Call with N. Gordon to discuss case issues. Work on analysis and draft testimony.	2.70
July 19, 2015	Work on analysis and draft testimony.	2.00
July 20, 2015	Work on analysis and draft testimony. Call with N. Gordon to discuss case issues.	3.20
July 21, 2015	Complete draft testimony and send to N. Gordon for review.	2.70
July 22, 2015	Review testimony. Call with N. Gordon and PUC Staff to discuss case issues. Discuss with N. Gordon.	1.00
July 23, 2015	Review revised EPE workpapers. Work on additional testimony issues and incorporate edits from N. Gordon. Call with N. Gordon to discuss.	3.50
July 24, 2015	Complete revisions to draft testimony. Prepare testimony for filing.	3.80
July 27, 2015	Review Staff RFIs to the City.	0.20
July 28, 2015	Prepare draft responses to Staff RFIs and RFPs. Send to N. Gordon for review.	2.50
		29.80

EPE 15 EECRF

Recap_July 2015_ KJN.xlsx

Monthly Recap

Bob Stemper

Date	Task	Hours
July 24, 2015	Assist with preparation and filing of K. Nalepa testimony.	1.50
		1.50

EPE 15 EECRF

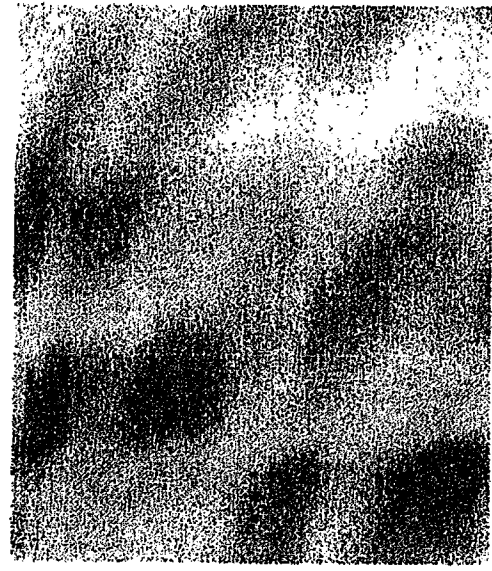
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PROJECT: EPE 15 EECRF		DATE: Jan-00		Distribution									
NAME: Bob Stemper													
Date	Vendor Name	Total \$	Supplies	Copy/Printing	Postage	Other	Specify Other	Airfare	Auto	Hotel	Meals		
		\$ -											
		\$ -											
		\$ -											
		\$ -											
		\$ -											
		\$ -											
		\$ -											
		\$ -											
Total Expenses		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

ATTACH RECEIPTS

AUTO MILEAGE EXPENSE		Amount @	
Date	Purpose of travel	Miles	Amount
7/24/2015	File K Nalepa Testimon	20.8	\$ 11.96
		0	\$ -
		0	\$ -
Total:			\$ 11.96

For Accounting Use	Amount
W.O./Acct. Name	
Total:	0.00



ReSolved Energy Consulting, LLC

11044 Research Blvd., Suite A-420
Austin, Texas 78759
Phone (512) 331-4949

Invoice

DATE	INVOICE NUMBER
9/8/2015	3623

BILL TO
Mounce, Green, Myers, Safi, Paxon & Galatzan, PC Norman Gordon 100 N. Stanton, Ste 1000 El Paso, TX 79950

PROJECT			
EPE EECRF 44677			
DESCRIPTION	HOURS	RATE	AMOUNT
Consulting (K. Nalepa)	5.3	260.00	1,378.00
Work Completed thru - August 31, 2015			TOTAL DUE \$1,378.00

Monthly Recap

Karl Nalepa

Date	Task	Hours
August 3, 2015	Review Staff testimony. Prepare and send comments to N. Gordon. Prepare discovery.	1.30
August 4, 2015	Complete discovery on Staff testimony and send to N. Gordon for review.	0.70
August 5, 2015	Review and incorporate edits to Staff discovery. Call with N. Gordon to discuss.	0.50
August 7, 2015	Review EPE rebuttal testimony.	0.30
August 10, 2015	Review Staff cross-rebuttal testimony.	0.50
August 11, 2015	Worked on peak demand analysis and send to N. Gordon for review.	0.70
August 12, 2015	Calls with N. Gordon to discuss case issues.	0.30
August 13, 2015	Call with N. Gordon to discuss rebuttal and cross rebuttal testimony.	0.20
August 17, 2015	Review Staff responses to City's discovery. Call with N. Gordon to discuss preparations for hearing.	0.50
August 18, 2015	Call with N. Gordon to discuss proposed settlement of issues. Research cost savings of LED replacement fixture.	0.30
		5.30

EPE 15 EECRF

Recap_August 2015_ KJN.xlsx

Staff 1-4 If the Company is not requesting recovery of rate-case expenses in the current EECRF filing, please describe the process anticipated by the City of El Paso for recovery of rate-case expenses for its participating in the 2014 EECRF proceeding.

Response: Not applicable.

Prepared by: Norman J. Gordon
Sponsor: Norman J. Gordon