

DE 04-118

UNIVERSITY OF NEW HAMPSHIRE, DURHAM

Verified Petition re Special Contract with Public Service Company of New Hampshire

Order Following Briefing

ORDER NO. 24,436

February 25, 2005

This proceeding requires the New Hampshire Public Utilities Commission (Commission) to determine whether Public Service Company of New Hampshire (PSNH) breached a special contract with the University of New Hampshire, Durham (UNH) by refusing to provide certain credits to UNH's electric bill after PSNH notified it of the termination of the contract in early 2004. The crux of the dispute is the period of time the contract required for notice of termination. Seeking a determination as to its rights under the special contract, UNH filed a verified petition on June 30, 2004.

The relevant facts are not in dispute. PSNH does not contest the Commission's jurisdiction to resolve the dispute and both PSNH and UNH agree that the matter can be resolved on briefs. At the request of the Commission, PSNH and UNH jointly proposed a procedural schedule on October 29, 2004. The Commission subsequently approved the schedule, which called for the submission of a factual stipulation on November 18, 2004, briefs limited to 15 pages on December 16, 2004, and reply briefs limited to three pages on January 6, 2004. The parties also agreed to appear for oral argument if requested by the Commission.

The parties made timely filings as contemplated by the schedule, although PSNH opted not to file a reply brief. It is the determination of the Commission that oral argument is not necessary for the resolution of this dispute.

I. STIPULATED FACTS

The relevant facts, as stipulated to by the parties, are as follows. On June 12, 1995, PSNH tendered for Commission approval a special contract with UNH, No. NHPUC 116. RSA 378:18 authorizes a utility to make a special contract with a customer, deviating from the utility's otherwise applicable rates, if the Commission determines that "special circumstances exist which render such departure from the general schedules just and consistent with the public interest."¹

The Commission rejected the special contract by Order No. 22,036 (March 4, 1996). *See Public Service Co. of N.H.*, 81 NH PUC 155 (1996). Order No. 22,036 described the parties' representations to the effect that, without a special contract, UNH would likely install cogeneration to meet its electricity needs. *Id.* at 156. The basis of the Commission's rejection was its concern about an "anti-competitive aspect" of the contract – specifically, a provision preventing any third parties from developing a cogeneration facility on the UNH campus during the period of the contract and a provision binding UNH to take power from PSNH for eight years without any possibility of early termination. *Id.* at 157.

The parties responded by seeking the Commission's approval of a revised version of the contract, filed by PSNH on March 20, 1996. By Order No. 22,132 (May 6, 1996) the Commission conditionally approved the revised special contract. *See Public Service Co. of N.H.*, 81 NH PUC 349 (1996). The Commission noted that the special contract contained a provision allowing either party to terminate the agreement after 60 months as well as a provision allowing

¹ Another provision, RSA 378:18-a, imposes certain additional requirements on special contracts involving electric utilities. Because RSA 378:18-a was not effective until June 3, 1996, it played no role in the Commission's review of the special contract at issue in this case.

third parties to site generation facilities on UNH property. *Id.* at 347-48. The condition imposed by the Commission required the deletion of a provision that would have penalized UNH for using the steam or heat of a generating facility that sells electricity not to UNH but to any current or potential future customer of PSNH. *Id.* at 348.

The parties agreed to the condition established by the Commission and executed an appropriately amended special contract on May 15, 1996. The contract took effect that day, on a bills-rendered basis. PSNH's usual and customary meter read date for UNH was on or about the 17th day of each month.

The contract language at the heart of the instant dispute appears in Article 21 of the parties' May 15, 1996 agreement. Entitled "Effective Date and Contract Term," Article 21 reads as follows:

The Effective Date of this Agreement shall be May 15, 1996, or the date that the Commission orders the Agreement to become effective, whichever is later. The effectiveness of this Agreement is subject to approval without conditions by the Commission.

This Contract shall have a minimum term of eight years from the effective date unless terminated sooner pursuant to this Article. The Monthly Credits provided to UNH² shall continue in full force and effect while the contract is in effect. The Service Agreement as detailed in Articles 7 through and including Article 14³ shall continue in full force and effect for a minimum of eight years from the Effective Date unless terminated sooner in accordance with Article 18⁴ or the contract is terminated pursuant to this Article. The Contract shall continue after the eight-year period and UNH will continue to purchase its Supplemental Energy requirements from PSNH until such time as either party provides written notice

² The rate discount provided to UNH by PSNH under the special contract was accomplished via a monthly credit on UNH's electric bill.

³ The "Service Agreement" provisions of the special contract obliged PSNH to maintain certain electric distribution facilities on the UNH campus that were owned by UNH.

⁴ Article 18 described certain actions by UNH that would trigger the termination of the "Service Agreement" provisions of the special contract without affecting the rate discount. The terms of Article 18 are not implicated by the instant controversy.

terminating service under the Agreement as provided for herein. Upon valid termination, UNH will be billed in accordance with the applicable tariff rate.

Either party shall have the right to terminate this Agreement in its entirety without penalty prior to the end of its scheduled term, but no sooner than sixty months after the Effective Date, upon six months' written notice to the other in accordance with the notice provisions of Article 26.

Exh. B to Factual Stipulation at 17.

On January 19, 2004, PSNH notified UNH by certified mail that it was terminating the contract effective on May 15, 2004. The notice referenced plans by the University System of New Hampshire to "pursue the installation of a cogeneration facility at UNH" and concluded that in light of these plans there was "no further benefit to PSNH's other retail customers that would justify the continuation of the contract beyond the initial eight-year term." Exh. C to Factual Stipulation.

UNH indicated to PSNH that the earliest date the special contract could be terminated was July 19, 2004, six months from the PSNH termination notice. On February 5, 2004, UNH decided to proceed with its cogeneration project. Thereafter, UNH was in the process of planning and designing a gas-fired, 7.5 megawatt cogeneration plant that would provide electricity to the Durham campus. Once the cogeneration plant comes on line, UNH will remain an electric customer of PSNH, purchasing supplemental and backup service from the utility at its tariffed rates.

Should UNH prevail here, UNH would be entitled to a credit on its electric bill in the amount of \$37,000 per month for each additional month the special contract should have been in effect beyond May 15, 2004. In addition, PSNH would be required to pay UNH \$6,166 for each additional month the contract should have been effect, based on Article 9 of the

contract.⁵ Under UNH's analysis, it is owed credits for the period May 15, 2004 through July 19, 2004, or approximately \$86,332. Should the Commission decide this case in favor of PSNH, UNH would not be due any refund nor would it owe any amounts to PSNH under the terms of the special contract.

II. POSITIONS OF THE PARTIES

A. University of New Hampshire, Durham

According to UNH, a reasonable reading of the termination provisions of the contract required PSNH to give UNH at least six months' notice of its intent to terminate. UNH's position is that any other interpretation would lead to illogical and unjust results, which UNH characterizes as contrary to New Hampshire law. Citing *General Linen Services v. Franconia Investment Associates*, 150 N.H. 595 (2004), UNH notes that contract interpretation requires giving the language used by the parties its reasonable meaning when reading the document as a whole. Relying on the same case, UNH further contends that if the agreement's language is ambiguous, the tribunal must use an objective standard to determine what the parties mutually understood the ambiguous language to mean.

In the view of UNH, application of these legal principles should lead the Commission to determine that the contract essentially had an indefinite term. UNH notes that the central question in the case is whether the parties intended the language in Article 21, referencing six months' notice of termination, applied to the entire period the contract was in effect or only to the two and a half years following the sixtieth month of the contract.

⁵ Article 9 establishes a maximum annual value to be incurred by PSNH related to maintenance and transformer replacement, with all related costs in excess of the limit payable by UNH to PSNH. Article 9 contains certain annual carryover and monthly proration provisions. The terms of Article 9 are not in dispute.

To advance its argument, UNH draws the Commission's attention to the language of the contract as it evolved following the Commission's initial rejection of it in 1996. The contract originally tendered for Commission approval provided:

This Contract shall have a minimum term of eight years. The Monthly Credits provided to UNH shall continue in full force and effect for a period of eight years from the Effective Date. At the end of the eight-year term UNH will be billed in accordance with the applicable tariff rate. The Service Agreement as detailed in Articles 7 through and including Article 12 shall continue in full force and effect for a minimum of eight years from the Effective Date unless terminated sooner. . . In no event may this Contract be terminated during the first eight years of the Agreement. The Contract shall continue after the eight-year period and UNH will continue to purchase its Supplemental Energy requirements from PSNH and until such time as either party provides twelve months written notice of the intention to terminate this Agreement

Exh. A to Factual Stipulation at 17-18. UNH notes that the last sentence quoted above was amended to read: "The Contract shall continue after the eight-year period and UNH will continue to purchase its Supplemental Energy requirements from PSNH and until such time as either party provides written notice terminating service under the Agreement as provided for herein. Upon valid termination, UNH will be billed in accordance with the applicable tariff rate." Then the parties added a new paragraph consisting of this sentence: "Either party shall have the right to terminate this Agreement in its entirety without penalty prior to the end of its scheduled term, but no sooner than sixty months after the Effective Date, upon six months' written notice to the other in accordance with the notice provisions of Article 26."

According to UNH, comparing the two versions of the contract makes clear that in the revised agreement the parties intended to strike the requirement for 12 months' termination notice in favor of a termination of service "as provided for herein." In UNH's view, the phrase "as provided for herein" in the revised contract must refer to the six-month notice

requirement set forth in the paragraph that immediately follows, since this ensuing paragraph is the only provision governing how much notice of termination must be provided. UNH contends that such an interpretation makes sense when one considers that the contract automatically remained in effect indefinitely unless terminated by either party. According to UNH, given this potentially indefinite duration, it would be illogical to read the contract as requiring six months' notice of termination during every period of the contract except the last six months of year eight.

UNH rejects the notion that the phrase "prior to the end of its scheduled term" in Article 21 of the revised contract refers only to the first eight years of the contract. According to UNH, the only other place in the contract where the phrase "scheduled term" appears is in both the original and revised versions of Article 17, governing the liquidated damages UNH would have been obliged to pay upon a violation of its agreement to use PSNH as its sole supplier of electricity. Specifically, UNH notes that the final sentence of this liquidated damages provision reads: "The provisions of this Article shall remain in effect until the end of the scheduled term of this Agreement." According to UNH, it would be highly unlikely that PSNH would have intended to limit UNH's potential liability for damages for violating the sole-supplier provisions to anything less than the entire period in which the contract was in effect. Thus, in UNH's view, the Commission should determine that the phrase "scheduled term" means the same thing in both the liquidated damages article and the early termination article: the entire term of the contract, not simply the first eight years.

According to UNH, adopting a contrary view would mean that PSNH would have been required to provide six months' notice of termination had it terminated the contract on November 15, 2003, a declining amount of notice had it terminated the contract anywhere from

November 16, 2003 to May 14, 2004, and then six months' notice had it terminated the contract any time after May 15, 2004. This, in the opinion of UNH, would be an unreasonable and illogical interpretation of the contract.

Citing *Thiem v. Thomas*, 119 N.H. 598 (1979) and *In re Union Telephone Co.*, 80 NH PUC 744 (1995), UNH contends that the Commission must avoid interpreting a contract in a manner that places one party at the mercy of another. According to UNH, it would be at the mercy of PSNH if the utility were to prevail here and deprive UNH the benefit of the bargain UNH negotiated – the \$43,166 per-month bill credit.

In *Summit Electric Co. v. Pepin Brothers Construction, Inc.*, 121 N.H. 203 (1981), the New Hampshire Supreme Court observed that interpreting two successive contracts between the same parties requires the tribunal “to determine the intention of the parties at the time they were made,” considering “not only the written instrument but also the situation of the parties.” *Id.* at 206. UNH invokes this language to suggest that the Commission in reviewing the special contract consider the RSA 378:18 special circumstances that supported the Commission’s approval of the agreement. Specifically, UNH notes that among the special circumstances was that UNH demonstrated (1) “that it would be cost-effective to install cogeneration to serve all of UNH’s energy requirements, and absent [the special contract] UNH would pursue cogeneration at the Durham Campus,” and (2) that the special contract was “designed to meet the specific needs of UNH while at the same time providing benefits to all other customers. Providing lower rates to UNH, coupled with providing for maintenance of UNH’s Primary Distribution System will allow UNH to continue as a customer of PSNH.” Factual Stipulation at 1. Thus, according to UNH, the stated purpose of the contract was for

PSNH to make it financially attractive to UNH to remain a PSNH customer despite the availability of cogeneration while at the same time benefiting PSNH's customers by retaining the UNH load.⁶ Thus, according to UNH, it is reasonable for the Commission to determine that the termination notice provisions were incorporated into the contract to protect not PSNH but UNH, which would have required significant lead time in the event of a termination in order to implement its self-generation option and make plans to maintain its own distribution system. Invoking *Town of Derry*, 77 NH PUC 4 (1992), UNH contends that any other interpretation would render meaningless the bargain UNH struck with PSNH and sanction an imbalance of power between the contracting parties.

B. Public Service Company of New Hampshire

PSNH begins its argument by noting that in New Hampshire, when there are no facts in dispute, contract interpretation is a matter of law. Like UNH, PSNH characterizes New Hampshire law as requiring the Commission to give contract terms their reasonable meaning in light of the contract as a whole. PSNH draws the Commission's attention to the language in the *General Linen Services* case reciting that, "[a]bsent ambiguity, the parties' intent will be determined by the plain meaning of the language used." *General Linen Servs.*, 150 N.H. at 597. Relying on *LaPierre v. Cabral*, 122 N.H. 301, 305 (1982), PSNH contends that if the contract language is unambiguous, the tribunal may not consider extrinsic evidence that would contradict the plain meaning of the contract. Further relying on *LaPonsie v. Kumorek*, 122 N.H. 1021 (1982), PSNH contends that New Hampshire law makes clear that when a contract's expiration

⁶ The benefit derives from the fact that all customers share PSNH's fixed costs, which would not have varied had UNH opted for cogeneration instead of taking service under the special contract.

date is set by the contract's own terms, notice provisions applying to early terminations do not apply.

According to PSNH, it abided by the terms of the contract, in light of the plain meaning of the language in Article 21. In the opinion of PSNH, this plain language establishes that the contract expired eight years after May 15, 1996 – without any requirement for prior notice of termination. PSNH contends that the reference in Article 21 to six months' notice applied only to early terminations – i.e., terminations prior to the expiration of the eight years. According to PSNH, because it did not terminate the contract early, the early termination provisions did not apply and PSNH was not required to provide any prior notice whatsoever to take advantage of the expiration date.⁷ PSNH characterizes the four months of notice it provided to UNH as an action taken reasonably and in good faith. PSNH adds that the termination was appropriate because the underlying basis for entering into the contract in the first place – causing UNH to eschew cogeneration – no longer existed.

In the alternative, PSNH argues that if the contract language is ambiguous there is extrinsic evidence to support its interpretation of the language in question. Citing *MacLeod v. Chalet Suisse International, Inc.*, 119 N.H. 238 (1979), PSNH states that such parol or extrinsic evidence is admissible to clarify ambiguous contract terms.

The first extrinsic evidence PSNH invokes is Order No. 22,036, rejecting the contract as originally submitted for approval. According to PSNH, Order No. 22,036 makes clear that the Commission desired UNH to have the freedom to contract competitively and freely

⁷ In reply, UNH characterizes this assertion as an “extreme view” that is at variance with both the terms of the contract and *LaPonsie*. UNH Reply Brief at 1. According to UNH, the contract had no established expiration date and continued indefinitely until the parties terminated it. UNH further contends that reliance on *LaPonsie* is misplaced because the lease at issue in *LaPonsie* had a specified expiration date.

for electricity without onerous termination provisions in any special contract with PSNH. This, in PSNH's view, demonstrates that subsequent contract negotiations took place in the context of this Commission determination. Thus, PSNH contends that the parties' intent in revising the contract was to ensure that UNH could both terminate the contract early and terminate it quickly following the expiration of the eight-year period.

PSNH further takes the position that the Commission is obliged to consider the parties' intent at the time the contract was signed in 1996, as opposed to their desires eight years later. According to PSNH, at the time the revised contract was signed, both parties expressed their intent to comply with Order No. 22,036. PSNH further contends that because both contracting parties are large and sophisticated entities, there is no question of unequal bargaining status, mistake, fraud or duress.

What PSNH characterizes as perhaps the most telling extrinsic indication of the parties' intent is the requirement in the original contract of 12 months' written notice to terminate after the initial eight-year term. PSNH points out that the parties removed from the final version of the contract this reference to prior notice of termination after the eight-year term. According to PSNH, the parties' decision to remove this language makes clear that the parties intended only

to require written notice, as opposed to advance written notice, to terminate the contract at the conclusion of the initial eight years.⁸

Finally, PSNH draws an analogy between contract interpretation and statutory interpretation, noting that both processes allow the tribunal to consider extrinsic evidence when reviewing ambiguous language, which means, in the context of statutory construction, legislative history. *Citing Snyder v. New Hampshire Savings Bank*, 134 N.H. 36 (1991), PSNH notes that any material change in a statute is presumed to indicate a change in legal rights. PSNH would apply this principle by analogy here, with respect to the deletion of the reference to 12 months' notice of termination.

III. COMMISSION ANALYSIS

A tribunal interpreting a written contract is obliged to “give the language used by the parties its reasonable meaning, considering the circumstances and context in which the agreement was negotiated, when reading the document as a whole.” *LaTarte v. West Side Development LLC*, 151 N.H. 291, ___, 855 A.2d. 505, 509 (2004) (citation omitted). “Absent ambiguity, the parties’ intent will be determined from the plain meaning of the language used.” *General Linen Services*, 150 N.H. at 597.

We discern no ambiguity and find the meaning of the disputed language in the contract to be plain. The first sentence of Article 21 makes clear that the contract would run for

⁸ UNH’s reply to this argument is that PSNH is ignoring the words “as provided for herein” at the end of the sentence in the final contract describing the process for terminating the contract and noting that the contract was to continue in force until one of the parties notified the other of its intent to end the agreement. According to UNH, this phrase is a reference to the requirement in the following paragraph of the contract to six months’ notice. UNH further contends, as it did in its initial brief, that such a view is reasonable because it gives the same meaning to the phrase “scheduled term” (i.e., the entire period the contract was in effect, as opposed to the first eight years) as it appears in the termination clause and as it appears in Article 17 of the contract. According to UNH, Article 17 gave PSNH the right, at any time the contract was in effect, to end monthly credits if UNH purchased electricity from some other source. Similarly, in UNH’s view, the contract gave either party the right to terminate on six months’ notice, at any time the contract was in effect.

a minimum of eight years unless either party took advantage of its early termination rights. There was no early termination. Therefore, the sentence at the conclusion of Article 21, describing how the parties could invoke their rights to early termination by providing six months' notice, is inapplicable by its terms. The sentence in the middle of Article 21, describing what would happen at the end of the eight-year term, is also plain on its face: the contract would remain in force and effect until either party terminated it in writing. We agree with PSNH that this language gave either party the right to terminate the agreement immediately, at any time after the initial eight years, as long as written notice was provided.

The only potential ambiguity arises out of the phrase "prior to the end of its scheduled term" in the sentence at the end of Article 21 laying out the circumstances in which the parties were obliged to give each other six months' notice of termination. The word "scheduled" is ordinarily understood to denote a fixed and specified period of time, as opposed to the completely unspecified period of time between the end of the first eight years of the contract and the point at which a party subsequently provided a written notice of termination. Thus, "prior to the end of its scheduled term" plainly means prior to the end of the eight years that began on May 15, 1996 and ended on May 15, 2004. PSNH's January 19, 2004 notice of termination stated it would terminate the contract effective May 15, 2004, that is, at the end of the eight year term.

In arguing to the contrary, UNH points out that the phrase "scheduled term" arguably has a different meaning in Article 17 of the contract. We are not called upon to interpret Article 17, as its terms are not in dispute. But we observe that it would be consistent with our construction of Article 21 to determine either that (1) the phrase "scheduled term" as

used in Article 17 is ambiguous or (2) that PSNH's rights to liquidated damages and/or its right to terminate the service agreement may also have ended eight years after May 15, 1996. In any event, nothing in Article 17 diverts us from applying the plain meaning of the words used in Article 21.

There is another reason why it is reasonable to conclude that six months' notice was only required for terminations prior to the end of the eight-year initial term. "[W]e must assume that the words used [in the contract] were used advisedly and for the purpose of conveying some meaning. Words are only to be ignored or regarded as surplusage when to do otherwise would be either to render the document insensible or else to produce a result obviously at variance with its clear intention or purpose." *Thiems v. Thiems*, 119 N.H. 598, 603 (1979). In derogation of this principle, UNH suggests that the reference in the contract to the minimum term of eight years is of no consequence and that, notwithstanding the existence of references to this period in the contract, the parties signed a contract that had a minimum term of 60 months and a maximum term of infinity. *See* UNH Brief at 6 ("In essence, the contract had an indefinite term"). We decline to attribute no significance or meaning to the fact that the contract explicitly had a minimum term of eight years.

We would reach the same result if the contract were deemed to be ambiguous and recourse to extrinsic evidence became necessary. The reasonable inference is that the negotiations subsequent to the entry of Order No. 22,036 were aimed at meeting the conditions set forth in that order in a manner agreeable to both PSNH and UNH. The concerns expressed by the Commission were the prohibition against any third party developing a cogeneration facility on the UNH campus and the contract's irrevocable eight-year term. It is reasonable to

infer that PSNH compromised on its rights prior to the end of that eight year term (by allowing termination between month 60 (the end of year 5) and the end of year 8), but only if it gained the same right and only if each party provided six months' notice), but had no reason to make the same concession with regard to what would transpire after the eight year period had run. It is also reasonable to infer that PSNH was willing to allow the development of cogeneration facilities on the UNH campus, a potential competitive threat, in exchange for more flexibility on contract termination (in the form of deleting the requirement that terminations after the initial eight years required 12 months' notice).

In arguing to the contrary, UNH would have us draw certain inferences about revisions made to the original contract document, as revealed by the blacklined version of the original contract attached to the parties' factual stipulation. To do so would be to engage in mere speculation.

UNH complains of illogical and unjust results should PSNH's view of the contract prevail. It contends that such an interpretation amounts to vesting unilateral authority in PSNH to decide how much notice of termination was required during the last six months of the initial eight-year period, but not otherwise. According to UNH, PSNH's view of the contract renders meaningless the bargain struck by UNH because of the disparate impact termination would have on each party (since PSNH would receive its regular tariff rates from UNH until the university found another energy source, whereas UNH would need significant lead time to build self-generation facilities and make plans to maintain its distribution system). UNH complains that PSNH's interpretation of the contract awards the kind of imbalance of power to one contracting party that the Commission refused to sanction in *Town of Derry*.

These arguments are unpersuasive. UNH equates “illogical and unjust” with “terms that worked to UNH’s disadvantage by making it easier for PSNH to end the rate discount if the reason for the discount – retaining the UNH load – were no longer valid.” We do not share this view. Nor do we agree that the contract created what would admittedly be a curious half-year gap (at the conclusion of the initial eight-year term) in the otherwise-prevailing requirement to provide six months notification of termination. We read the contract as requiring six months’ notice of termination only if the terminating party wished to end the contract during the initial eight-year period, but not thereafter. In other words, either party could have immediately terminated the contract on May 15, 2004 or at any time thereafter.

This situation is unlike the one discussed in *Town of Derry*. There, the Commission declined to interpret a contract by which a utility bought water on a wholesale basis from a municipality in a manner that gave the Town the right to alter a significant term (price) unilaterally. *Town of Derry*, 77 NH PUC at 5. We discern nothing in the special contract between UNH and PSNH that gave either party the right to make any unilateral alterations to key contract terms.

Although UNH reminds us that PSNH’s termination notice actually preceded the university’s formal decision to pursue cogeneration by some three weeks, for purposes of this decision we attribute no significance to the sequence of events. There are no allegations of bad faith. Indeed, there is no suggestion that PSNH had knowledge that UNH was opting for cogeneration at the time PSNH issued the notice of termination. Additionally, we do not base our decision on *LaPonsie*, which we view as stating a principle relevant to landlord-tenant law and/or the specific terms of the contract at issue in that case. Our determination is based on the

plain language of the contract between UNH and PSNH, which makes clear that PSNH was within its rights to terminate the agreement in the manner it did.

Based upon the foregoing, it is hereby

ORDERED, that the respective rights of the University of New Hampshire, Durham and Public Service Company of New Hampshire pursuant to Special Contract No. NHPUC 116 are adjudged to be as described in the decision herein and, accordingly, that the University of New Hampshire, Durham is not entitled to the additional payments described in the parties' factual stipulation.

By order of the Public Utilities Commission of New Hampshire this twenty-fifth day of February, 2005.

Thomas B. Getz
Chairman

Graham J. Morrison
Commissioner

Michael D. Harrington
Commissioner

Attested by:

Lori A. Normand
Assistant Secretary