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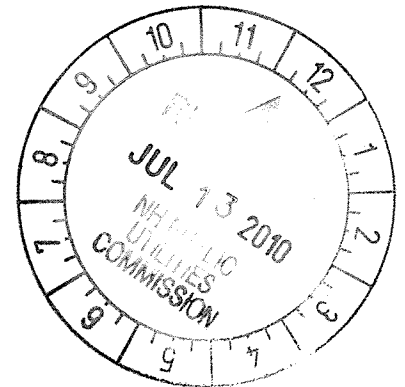
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July 12, 2010

Via U. S. Mail

Debra A. Howland, Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301

**Re: DE 09-174, PSNH Petition for Declaratory
Ruling re Penacook Lower Falls Pricing**



Dear Ms. Howland:

I am writing on behalf of Briar Hydro Associates ("Briar") to make Chairman Getz aware of an issue that has arisen during the course of discovery in the above-captioned docket. In response to a data request from Briar requesting documents associated with the contract that is the subject of this docket's Petition for Declaratory Ruling filed by Public Service Company of New Hampshire ("PSNH"), PSNH provided, among other documents, an interoffice memorandum dated July 12, 1992 (copy attached). The memorandum is from Carl N. Vogel to Leslie Peterson and contains PSNH's explanation of calculations relating to payments made by PSNH to Briar under Article 3, Section D. 2 of the contract, calculations which are at the center of the dispute in this proceeding. The memorandum indicates a copy was provided to Thomas Getz. It is Briar's understanding that Chairman Getz was employed by PSNH at the time the memorandum was written.

Three years ago, at a prehearing conference in Docket DE 07-045, a case involving the same contract at issue in the instant docket, Chairman Getz stated that in the past he had not participated "in a couple of cases that have come before the Commission...with respect to small power producers" because years ago he had "been an attorney with respect to the underlying dockets." Tr. Briar Hydro Associates Petition for Declaratory Ruling, DE 07-045, Prehearing Conference (May 23, 2007), p.5. He went on to state that he did not believe that he "ever had

Maureen D. Smith
(Of Counsel)

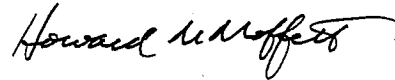
Debra A. Howland
July 12, 2010
Page 2 of 2

any participation with the underlying contract." Tr. pp. 5-6. The undersigned, appearing on behalf of Briar in the above-referenced prehearing conference, indicated that Briar was not aware of any reason why it would not be appropriate for Chairman Getz to participate in that proceeding. Tr. p. 6.

Neither Briar Hydro nor its attorney were aware of the attached July 12, 1992 interoffice memorandum at the time of the May 23, 2007 prehearing conference in DE 07-045. It was not until last month that Briar was provided with a copy of the memorandum. Because of Chairman Getz's prior decisions not to participate in cases concerning small power producers with which he had been involved as an attorney in the past, Briar is bringing the attached memorandum to Chairman Getz's attention so that he can consider whether any further action may be appropriate.

Please do not hesitate to contact me if there are any questions concerning this matter.
Thank you for your assistance.

Very truly yours,



Howard M. Moffett

cc: Service list
Enclosure
672744_1.DOC

FILE COPY

INTEROFFICE MEMORANDUM

PUBLIC SERVICE
of
NEW HAMPSHIRE

Date: 15-Jul-1992 02:34pm EST
From: Carl N. Vogel
VOGEL
Dept:
Tel No: 2311

TO: LESLIE PETERSON (PETERSON LESLIE)
CC: THOMAS GETZ (GETZ)
CC: S. B. Wicker, Jr. / SESD File #055 (WICKER)

Subject: Penacook Lower Hydro (#055) Price Adjustment

VIA PAPER MAIL
=====

OK
The following explanation is in reference to the Contract between Penacook Lower Hydro and PSNH Article 3. section D. 2.:

PSNH withheld ~~34~~ cent for each kwh purchased from Penacook Lower over the first 8 years of the contract. During that time PSNH purchased 148,868,500 KWH (see attachment) and therefore withheld \$1,488,685.

During years 9 - 20 PSNH will add .67 cents per KWH, with the total of the additional payments for any given year not to exceed 1/12 of the money subtracted during the first 8 years.

1/12 of \$1,488,685 = \$124,057.08, The maximum additional annual payment.

\$124,057.08 / \$.0067 per KWH = 18,515,982 KWH, The amount of KWH eligible to receive the additional .67 cents per KWH annually before the maximum amount is exceeded.

Rounded to the nearest significant value logged on a meter reading, the KWH limit of 18,515,982 KWH is rounded to 18,516,000 KWH.

FILE 100-443888

4000 KW

NO: 055

YEAR	JAN(KWH)	FEB(KWH)	MAR(KWH)	APR(KWH)	MAY(KWH)	JUN(KWH)	JUL(KWH)	AUG(KWH)	SEP(KWH)	OCT(KWH)	NOV(KWH)	DEC(KWH)	TOTAL(KWH)
1983	0	0	0	0	0	0	0	0	0	42000	1652000	2432500	4,126,500
1984	1725500	2040500	2394000	3108000	3129000	2292500	1522500	252000	262500	322000	661500	976500	18,686,500
1985	542500	1302000	2541000	2275000	1228500	381500	315000	133000	896000	1382500	2219000	2271500	15,487,500
1986	1536500	2331000	2401000	2775500	1382500	2089500	1221500	2040500	395500	822500	1515000	3430000	21,941,000
1987	1799000	1074500	1998500	2800000	2166500	1361500	1617000	140000	1064000	1431500	1704500	2107000	19,264,000
1988	1071000	1960000	2135000	2555000	3160500	1109500	787500	672000	1060500	619500	2803500	1610000	19,544,000
1989	1029000	934500	1522500	2929500	3055500	2495500	1057000	1015000	563500	1655500	2968000	1263500	20,489,000
1990	1589000	2383500	2835000	3153500	2996000	1662500	392000	3500	0	0	0	0	15,015,000
1991	1228500	2019500	2849000	3031000	2282000	833000	154000	973000	945000	0	0	0	14,315,000
TOTL	10521000	14045500	18676000	22627500	19400500	12225500	7066500	5229000	5187000	6275500	13523500	14091000	148,868,500

[illegible]