

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DE 10-195

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

**Petition for Approval of Power Purchase Agreement with
Laidlaw Berlin BioPower, LLC**

Order Denying Motion for Rehearing

ORDER NO. 25,168

November 12, 2010

I. PROCEDURAL HISTORY

On July 27, 2010, Public Service Company of New Hampshire (PSNH) filed a petition for approval of a power purchase agreement between PSNH and Laidlaw Berlin BioPower, LLC (Laidlaw). With its petition, PSNH filed a motion for confidential treatment of certain pricing terms and certain other information made with its filing. On October 14, 2010, the Commission issued a prehearing conference order (Order No. 25,158) which, among other things, denied PSNH's motion for confidential treatment except insofar as it related to the value of property to be protected by title insurance.

On October 22, 2010, PSNH filed a motion for rehearing of the ruling denying its motion for confidential treatment. With its petition, PSNH filed the supporting affidavit of Gary A. Long and an October 21, 2010 order of the New Hampshire Site Evaluation Committee (SEC) in Docket No. 2009-02, the proceeding to consider Laidlaw's application for a Certificate of Site and Facility. The attached order denied a motion filed by Laidlaw requesting the SEC to release confidential transcripts in that docket to Commission Staff and the OCA for review in the instant proceeding.

On October 29, 2010, Concord Steam Corp (Concord Steam) filed an objection to PSNH's motion for rehearing. Also on October 29th, the Bridgewater Power Company, L.P., Pinetree Power, Inc., Pinetree Power-Tamworth, Inc., Springfield Power LLC, DG Whitefield Power & Light Company, and Indeck Energy-Alexandria, LLC (collectively, the Wood-fired Independent Power Producers (IPPs)) filed an objection to PSNH's motion for rehearing.

II. POSITIONS OF THE PARTIES AND STAFF

A. Public Service Company of New Hampshire

In its motion for rehearing, PSNH pointed out that, under RSA 541:3, the Commission may grant rehearing or reconsideration when the motion states good reason for such relief. PSNH Motion at 1. The motion goes on to say that good reason may be shown by identifying specific matters that were either "overlooked or mistakenly conceived" by the deciding tribunal, citing *Dumais v. State*, 118 N.H. 309, 311 (1978). PSNH premised its motion upon both factual and legal grounds. PSNH stated that the Commission misunderstood the prefiled testimony of PSNH's president, Gary Long. PSNH also asserted that the Commission's denial of confidential treatment is inconsistent with the Commission's past practice and precedent and "that of a sister agency, creating considerable uncertainty and risk for all the state's regulated utilities in the future and potentially higher costs for customers." *Id.*

According to PSNH, the PPA was a product of confidential negotiations with Laidlaw and many terms of the PPA include confidential, commercial financial information exempt from public disclosure pursuant to RSA 91-A:5, IV. *Id.* at 2. PSNH's motion recited the objections raised at the prehearing conference by Clean Power Development, LLC, (CPD) Concord Steam and the Wood-fired IPPs to PSNH's motion for confidential treatment. PSNH pointed out that CPD and Concord Steam are direct competitors to Laidlaw and that "not one of the objections

dealt with the primary purpose for this proceeding as set forth in the [renewable portfolio standard] law: to determine whether the PPA is in the public interest.” *Id.* at 4. PSNH’s motion states that the common basis for the competitor-intervenors’ objections to its motion for confidential treatment was that, as competitors in the deregulated energy market, they needed access to their competitor’s confidential information in order to be able to impede that competition. *Id.*

PSNH reviewed the Commission’s analysis of its motion for confidential treatment pursuant to *Lamy v. N.H. Public Utilities Commission*, 152 N.H. 106 (2005) in Order No. 25,158. According to PSNH, the only matter of record identified by the Commission as a consideration in the final balancing step of the *Lamy* analysis was the prefiled testimony of PSNH’s president Gary Long. PSNH quoted the relevant part of the order as follows: “Indeed, in this case in his prefiled testimony (at p. 5) PSNH President Gary Long states that ‘[a]t this time, PSNH’s interest in entering into additional long term power purchase agreements is highly limited’” (citations omitted). *Id.* at 6. PSNH said that, read in its entirety, Mr. Long’s testimony indicates that the Laidlaw PPA was based upon PSNH’s requirements to fulfill Class I renewable energy requirements under the state’s renewable portfolio standard (RPS) law. *Id.* According to PSNH’s motion, Mr. Long did not intend his testimony to mean that PSNH would not be in the competitive energy market for power purchase agreements, but that the Company would not be interested in additional long term power purchase agreements to comply with the Class I renewable energy obligations, the Class in which the Laidlaw project is expected to qualify, assuming the Laidlaw PPA is approved. *Id.* at 6-7.

PSNH said that the misinterpretation of Mr. Long’s testimony is supported by the fact that PSNH, prior to the Commission’s order, had announced that it was in discussion with

Hydro-Quebec (HQ) Hydro Renewable Energy to develop a long-term PPA for energy. According to PSNH, this announcement demonstrates that the Commission misinterpreted Mr. Long's testimony. *Id.* at 7. PSNH said that the public release of the confidential pricing information contained in the Laidlaw PPA while PSNH is negotiating with HQ Hydro Renewable Energy for power purchases would have a chilling effect on those negotiations and would affect PSNH's ability to enter into such contracts in the future. *Id.* at 7-8.

In addition, PSNH asserted that both Laidlaw and PSNH's retail customers would be harmed by the release of the confidential PPA information, citing prior Commission orders which noted that confidential treatment of certain information "helps to produce lower rates" (citations omitted). *Id.* at 8. PSNH went on to say that the Commission's approval of the Laidlaw PPA is not assured and that if the PPA is rejected by the Commission, and the confidential information is not protected, PSNH would be back in the RPS market with the details of the rejected Laidlaw PPA available to every supplier. The resulting harm, according to PSNH, would be to PSNH's retail ratepayers, not to PSNH itself. *Id.*

PSNH said that the SEC considered the same issue in Docket No. 2009-02, the SEC proceeding to consider the application of Laidlaw for a certificate of Site and Facility for the Laidlaw Berlin power plant. Using the same standards as the Commission, PSNH said the SEC found that the information for which protective treatment was sought was confidential, commercial or financial information pursuant to RSA 91-A:5, IV. In applying the balancing test, the SEC found that the harm of disclosing the financial terms of the PPA outweighed the benefits of disclosure, and the SEC determined that the information should not be publicly disclosed without a further SEC order (citations omitted). *Id.* at 9. PSNH also noted that the

SEC denied the request of Laidlaw to make available to Commission Staff and the Office of Consumer Advocate the confidential transcripts made during the Laidlaw proceeding. *Id.*

PSNH pointed out that many of the Wood-fired IPPs that benefited from confidential treatment of long-term contracts under the Public Utilities Regulatory Policy Act and approved by the Commission are now asking for confidential information from Laidlaw, a competitor. *Id.* at 10. According to PSNH, on every other occasion that the Commission has had to review PPAs pursuant to RSA 362-F:9, the Commission has determined that the pricing information should be protected, citing orders in Docket No. DE 08-077, the docket concerning review of the proposed PPA between Lempster, and Docket No. DE 07-125, the review of proposed PPA with Pinetree Power, Inc. and Pinetree Power-Tamworth, Inc. (citations omitted). *Id.* at 12.

PSNH concluded by requesting that the Commission grant rehearing of its denial of confidential treatment of the PPA's confidential, commercial or financial information and to issue a protective order as requested in its July 26, 2010 motion.

B. Concord Steam Corp.

In its objection to PSNH's motion for rehearing, Concord Steam observed that PSNH's petition for approval of the PPA with Laidlaw requested full cost recovery of the rates, terms and conditions of the PPA, including above-market energy payments that will be applied to the purchase of Laidlaw's facility by PSNH over a twenty year period. Concord Steam opined that the PPA would have "catastrophic implications" for the ratepayers of PSNH and for the competitive market for RECs and wood fuel in New Hampshire. Concord Steam Objection at 1.

Concord Steam noted that PSNH claimed that the Commission misunderstood the prefiled testimony of Gary Long. According to Concord Steam, however, Order No. 25,158 made it clear that the Commission made an independent judgment that approval of the proposed

PPA with Laidlaw, because of its size, would make future PPAs less likely. Concord Steam said that the reference to Mr. Long's testimony supported that judgment but was not the basis for the Commission's conclusion. *Id.* at 2. That being the case, Concord Steam said that the Commission did not misunderstand Mr. Long's testimony and that PSNH's motion for rehearing does not present sufficient grounds for rehearing. Concord Steam opined that the Commission properly weighed the benefits of public disclosure against PSNH's and Laidlaw's limited interest in confidentiality. *Id.* at 2-3.

Regarding PSNH's assertion that the Commission's decision on PSNH's motion for confidential treatment is inconsistent with past practice and precedent, Concord Steam said what the Commission may or may not have done in other dockets is not dispositive and that the three-step analysis required by *Lamy* must be applied by the Commission in each case on its own merits to determine if information should be protected from public disclosure pursuant to RSA 91-A. *Id.* at 3.

According to Concord Steam, PSNH asserted that Concord Steam's interest was not to determine whether the PPA was in the public interest but whether it is in the interest of Concord Steam as a direct competitor. Concord Steam stated that PSNH's assertion is not supported by the evidence and is beside the point. Pointing out that PSNH is requesting that the Commission approve a twenty-year contract, Concord Steam argued that disclosure of the terms would demonstrate the "catastrophic" impact of the PPA on ratepayers of PSNH and for the competitive markets for RECs and wood fuel in New Hampshire, which make the PPA contract contrary to the public interest. *Id.*

Finally, Concord Steam said that without this information regarding the pricing terms, Concord Steam and its counsel cannot effectively show that the PPA will adversely impact the

markets for RECs, energy and wood fuel to the harm of its own customers and customers of PSNH. Concord Steam requested that the Commission deny PSNH's motion for rehearing. *Id.* at 4.

C. Wood-fired IPPs

In their objection to PSNH's motion for rehearing, the Wood-fired IPPs said that the Commission applied the correct legal standard and properly balanced the public's interest in disclosure with PSNH's and Laidlaw's interest in confidentiality when making its decision to deny protective treatment for the pricing terms and other costs of PSNH's proposed PPA with Laidlaw. According to the Wood-fired IPPs, the Commission neither overlooked any fact nor mistakenly conceived Mr. Long's testimony. Wood-fired IPPs' Objection at 1.

The IPPs stated that the Commission applied the appropriate standard in Order No. 25,158 when it defined its inquiry as to whether the disclosure of the information would inform the public of the Commission's conduct of its authority. The Wood-fired IPPs stated that the pricing terms and cost of the PPA will be at the core of the Commission's review under RSA 362-F:9. As stated by the objection, "[a]bsent knowledge of pricing terms and cost, the public simply will not understand how the Commission came to either approve or disapprove this PPA, on balance, as a cost-effective realization of the purposes and goals of RSA 362-F, as a way to meet the energy needs of the citizens and business of the state at the lowest reasonable cost, or as being consistent with portfolio management that balances the benefits and risks to default service customers." *Id.* at 2.

The Wood-fired IPPs said that one reason disclosure of the pricing terms is important is because PSNH, through its petition, has requested that the Commission approve and allow for full cost recovery of the rates, terms and conditions of the PPA (citation omitted). *Id.* According

to the IPPs, public understanding of how the Commission deals with these matters will only be accomplished by allowing a fully transparent review of the costs of the PPA as observed by the Commission in Order No. 25,158. *Id.* at 3

The Wood-fired IPPs noted that PSNH's justification for entering into the PPA, if true, only validates the public's interest in understanding the Commission action on the PPA. According to Mr. Long's prefiled testimony, the PPA will further the public policies behind the restructuring statute (RSA 374-F:3), the RPS law (RSA 362-F) and the multiple pollutant reduction statute (RSA 125-O:19). The IPPs argue that PSNH cannot claim to be the instrument of a statewide public policy and ask the Commission to approve its implementation of those statewide public policies on the one hand and, on the other hand, claim the public has no interest in the cost of that implementation. *Id.*

The Wood-fired IPPs noted that Mr. Long's testimony discussed achieving the above-referenced public policy goal in a "cost competitive" manner from a customer's viewpoint. Accordingly, the Wood-fired IPPs surmised that even PSNH agrees that the cost of the PPA is integral to an investigation and a balancing of the public benefits of the PPA and determination of the public interest. *Id.*

The Wood-fired IPPs asserted that the Right-to-Know law (RSA 91-A) provides only limited assurance of confidential treatment in a regulatory setting because the exceptions to disclosure must be narrowly interpreted (citations omitted). *Id.* at 5. The Wood-fired IPPs noted that PSNH and Laidlaw had specifically considered that their pricing information might be disclosed through a public records or litigation discovery request, and included the text of the PPA's confidentiality provision in a footnote in the objection. *Id.* The Wood-fired IPPs stated

that sophisticated parties to a transaction such as the PPA understand the risk that confidential terms may be disclosed in connection with administrative proceedings. *Id.* at 5-6.

The Wood-fired IPPs further argued that the Commission has sufficient experience with and oversight of PSNH to correctly interpret Mr. Long's testimony and asserted that the Commission did not misinterpret his statements. *Id.* at 6-7. In addition, they said that PSNH failed to make the case that public disclosure of the pricing terms and costs would have a detrimental effect on its ability to affect its next power purchase. The Wood-fired IPPs pointed out that PSNH had not stated the size of its potential purchase from HQ Hydro Renewable Energy, the duration of the proposed agreement, the start date for that purchase, the dates of the forward price curves being used to structure the agreements, or any other factors that might relate the pricing terms and cost of the Laidlaw PPA to the HQ negotiations. *Id.* at 7. The Wood-fired IPPs contended that Mr. Long's testimony is correct in that PSNH is unlikely to negotiate a PPA similar to the one presented in this docket. *Id.*

The Wood-fired IPPs noted that PSNH made the argument that the Commission overlooked the fact that the PPA might not be approved. The Wood-fired IPPs noted, however, that the Commission referenced the "possibility of harm" to Laidlaw and referenced the likelihood of future PPAs in conditional, not absolute, terms. Thus, according to the Wood-fired IPPs, the Commission's analysis takes into account the possibility that the PPA may not be approved and the Commission's original balancing of interest remains the correct one. *Id.*

The Wood-fired IPPs said that the PPA's pricing terms should be made public but, if the Commission determined that the public should not have access to the information, the parties cannot be denied such access in order to afford the parties due process in this administrative proceeding. *Id.* at 8. The Wood-fired IPPs said that the information could be provided to them

using protective orders and confidentiality agreements as the Commission may deem necessary. *Id.* at 9. According to the Wood-fired IPPs, they have been willing to sign an appropriate confidentiality agreement that limits the distribution of confidential materials to counsel and consultants since the day of the prehearing conference. *Id.*

The Wood-fired IPPs concluded by requesting that the Commission deny PSNH's motion for rehearing in its entirety, or in the alternative, order PSNH to provide the parties in this docket with unredacted versions of the PPA and Mr. Labrecque's testimony subject to any necessary and appropriate restriction on further disclosure pursuant to N.H. Code Admin. Rules Puc 203.08 (h) and (j).

III. COMMISSION ANALYSIS

Pursuant to RSA 541:3, the Commission may grant rehearing or reconsideration when a party states good reason for such relief. Good reason may be shown by identifying new evidence that could not have been presented in the underlying proceeding, *see O'Loughlin v. N.H. Personnel Comm'n* 117 N.H. 999, 1004 (1977), or by identifying specific matters that the were "overlooked or mistakenly conceived" by the deciding tribunal. *Dumais v. State*, 118 N.H. 309, 311 (1978). A successful motion for rehearing does not merely reassert prior arguments and request a different outcome. *See Connecticut Valley Electric Co.*, Order No. 24,189, 88 NH PUC 355, 356 (2003) and *Comcast Phone of New Hampshire*, Order No. 24,958 (April 21, 2009).

We summarize PSNH's argument for rehearing as follows: the Commission 1) misunderstood Mr. Long's testimony; 2) did not consider the ramifications if the PPA were disapproved when evaluating PSNH's motion for confidential treatment; 3) contradicted prior decisions on similar motions in dockets related to the approval of PPAs under RSA 362-F:9; 4)

acted contrary to the determination of a sister agency, the Site Evaluation Committee, which granted confidential treatment to the pricing information in the PPA; and 5) failed to appreciate that the intervenors are competitors to Laidlaw who are serving their own competitive interests and not the public interest.

It is important to put PSNH's request for confidential treatment of the essential terms of the Laidlaw PPA in the proper context. Most important, the Laidlaw PPA is not simply a contract between private parties. If it were, the Commission would not have been placed in the role of determining whether the contract is in the public interest. PSNH is a regulated public utility and if the PPA is found reasonable, then PSNH would be in the position of seeking recovery from ratepayers of the costs incurred under the contract by PSNH. For purposes of considering whether to protect or disclose the terms of the PPA, one way to look at the situation is to view PSNH as standing in the shoes of its captive ratepayers, acting as a surrogate or agent to provide service and be compensated therefor. A logical question to ask in that situation is whether ratepayers will be better served by granting PSNH's request for confidential treatment of the terms of the PPA or by public disclosure of the terms. Further, the terms for which PSNH seeks protective treatment are not underlying financial terms or provisions that are secondary to the principal purpose of the contract. They are the very core of the proceeding before us, that is, pricing, price adjustment mechanisms, and REC obligations.

PSNH's first argument is that we have "overlooked or mistakenly conceived" an issue and relates to PSNH's assertion that we did not understand Mr. Long's testimony when he said that "[a]t this time, PSNH's interest in entering into additional long term power purchase agreements is highly limited". Testimony of Gary A. Long at 5. According to PSNH, we relied on this statement to conclude that there would be no harm incurred by PSNH in its future

negotiations of PPAs because of the Company's "highly limited" interest in such agreements. To support its contention that the Commission misunderstood Mr. Long's testimony, PSNH refers to its negotiations with HQ Hydro Renewable Energy for power purchases. PSNH claims that, now that the issue of the HQ Hydro Renewable Energy negotiations is known to us, we should reverse our decision and grant the motion for rehearing.

In Order No. 25,158, we said that "[w]e do not find that the possibility of such harm outweighs the public interest in being informed of the pricing terms of the contract inasmuch as approval of a PPA of this size could make future PPAs less likely." Order No. 25,158 at.13. Our understanding comports with the explanation in Mr. Long's affidavit, attached to PSNH's motion for rehearing, where Mr. Long states that the testimony quoted above is "intended to relate only to additional long term power purchase agreement for PSNH to comply with New Hampshire's Renewable Portfolio Standards Law, RSA Chapter 362-F for Class I, the Class in which the Laidlaw project is expected to qualify." PSNH's Motion for Rehearing, Attachment 1 (Affidavit of Gary A. Long). In our ruling, we were referring to the parameters of the Laidlaw PPA that require PSNH to purchase all energy, capacity and RECs produced from the operation of the Laidlaw facility. We understood Mr. Long to say that the Company would not be looking into further contracts similar to the proposed PPA with Laidlaw. We did not overlook or mistakenly conceive Mr. Long's testimony and we find no basis for rehearing on this argument.

Next, we consider PSNH's argument that we did not take into account that the Laidlaw PPA could be disapproved, and that PSNH would be disadvantaged in negotiating a new PPA because the pricing terms of the Laidlaw PPA would be known. We disagree. In Order No. 25,158, as noted above, we stated that we took into account the possibility of the harm of disclosure to PSNH in negotiating future contracts, but determined that the harm was outweighed

by the benefit to the public of disclosure of the PPA's financial terms. In any event, the power prices negotiated in the Laidlaw PPA are now two years old and thus would have little impact on future negotiations where the price of power would likely be based upon much more recent vintage forecasts of market prices.

PSNH's next claim is that our decision denying the motion for confidential treatment contradicts our prior rulings on the confidentiality of pricing terms in PPAs that were filed for our approval pursuant to RSA 362-F:9, namely PSNH's contract with Lempster Wind, LLC (Lempster) in Docket No. DE 08-077 and with Pinetree Power, Inc. and Pinetree Power-Tamworth (Pinetree), Inc. in Docket No. 07-125. As a matter of course, we apply the three-step process articulated in *Lamy* to the facts surrounding any motion for confidential treatment; the balancing test can shift as the circumstances change. . The Laidlaw PPA presents different facts than the Lempster and Pinetree PPAs and thus the conclusion is not the same. .

PSNH's Lempster PPA is a 15-year power purchase agreement and a REC option agreement with Lempster Wind under which PSNH committed to purchase RECs, energy and capacity while also providing Lempster with the option to repurchase certain amounts of RECs over time. Lempster has a name-plate capacity of 24 MW, a capacity factor of 33 percent, and a total projected output of 70,000 MW hours per year. The pricing for the Lempster PPA is indexed against regional electricity market prices with a price floor.

Under the two purchase power agreements with Pinetree Power, Inc. and Pinetree Power-Tamworth, Inc., PSNH agreed to purchase energy, capacity and Class III RECs at negotiated prices, for up to three years. According to PSNH in that proceeding, the Company would only be procuring 35 megawatts of renewable power from the facilities, which represented

approximately 65 percent of its Class III REC obligations over the three-year term of the contracts. *See* 93 NH PUC 155, 158, Order No. 24,839 (April 4, 2008).

In the instant docket, PSNH is seeking approval of a proposed twenty-year PPA with Laidlaw, a facility with a gross nameplate capacity of 70 MW, for all production from Laidlaw for the products of energy, capacity and Class I RECs. Annually, the facility is expected to produce 474,000 MW in Class I RECs, which exceeds PSNH's anticipated need for an additional 224,000 to 355,000 Class I RECs in 2014. In connection with its petition for approval of the PPA, PSNH has requested full recovery of the rates, terms and conditions of the PPA from its ratepayers. In addition, the proposed PPA allows for the development, with ratepayer money, of a "Culmination Reduction" which is derived from over-market payments. The purpose of the Culmination Reduction is to reduce the cost of PSNH, or an affiliate or assignee of PSNH, in purchasing the Laidlaw facility under a right of first refusal spelled out in the PPA.¹ The proposed PPA with Laidlaw thus poses significantly more costs for default service ratepayers and for a longer duration than either the Lempster or Pinetree agreements, and warrants a full and transparent review.

PSNH next argued that the Site Evaluation Committee (SEC) granted confidential treatment for the pricing information contained in the Laidlaw PPA And that the Commission should provide similar protection. Given that the SEC makes its decisions pursuant to RSA 162-H, a statute dealing principally with the "welfare of the population, the location and growth of industry, the overall economic growth of the state, the environment of the state, and the use of natural resources," RSA 162-H:1, it is quite possible that the SEC would balance the interest in disclosure of pricing terms differently than the Commission when evaluating the public interest

¹ The agreement with Lempster did include an opportunity for PSNH to present a proposal for purchase of the Lempster facility if Lempster decided to sell the facility.

pursuant to RSA 362-F:9, which requires consideration of “efficient and cost-effective” solutions to REC procurement.

Finally, PSNH argues that Concord Steam and the Wood-fired IPPs should not have access to the pricing terms in the Laidlaw PPA because they are operating in their own interests and are not concerned with whether the PPA is in the public interest. We have allowed these parties to intervene in this docket. Our decision regarding the confidentiality of the financial terms of the proposed PPA is not based on PSNH’s perceived motives of Concord Steam and the Wood-fired IPPs; it is based on the balancing of the benefits of public disclosure of the PPA’s financial terms with the harm to PSNH if those terms are made public. Furthermore, as the New Hampshire Supreme Court has repeatedly noted “the motivations of any member of the public are irrelevant to the question of access.” *Lamy v. N.H. Public Utilities Commission*, 152 N.H. at 111.

In summary, the balancing test as applied in this case in determining whether the PPA terms should be disclosed or protected produces a result different from the precedents cited by PSNH because the facts in evidence here require a different result. The Commission has a history of protecting contract information from disclosure in cases where such disclosure could affect PSNH’s bargaining position and, in turn, affect the rates paid by customers. This happens, for instance, with respect to coal supply contracts, which constitute a small portion of energy service rates. The public’s ability to be informed about the Commission’s actions in approving an energy service rate, however, is not jeopardized in such circumstances because the coal contract is not central to the ultimate decision and the Commission’s final order can reasonably set forth the fundamental positions of the parties and a decision on each issue and the reasoning for the decision without disclosing the terms of a coal supply contract.

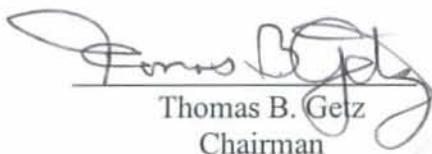
The balancing test in the Lempster PPA did not favor disclosure for slightly different reasons, including that there was greater potential for further negotiations in a relevant time frame for a product similar in nature and scope that supported protection, there was a market based pricing structure so that the pricing that would ultimately flow to ratepayers reflected the realities of the competitive market for these products and, because of the nature of the contract, it was possible to describe the terms in the final order in a way that was useful to the public.

The circumstances before us, on the other hand, tip the balance towards disclosure. The centrality of the terms of the Laidlaw PPA to the finding required under RSA 362-F:9, combined with the way the terms have been negotiated and set forth in the contract, pose a substantial obstacle to presenting a final order that would be, in any measure, useful or informative to the public if the terms themselves, specifically price, could not be disclosed. At the same time, we are not persuaded that disclosure will hamper PSNH in its negotiations with Hydro Quebec, and therefore harm its ratepayers, given the age of the negotiated Laidlaw price relative to the still ongoing negotiations between NU, and its project partner, NStar and Hydro Quebec, the difference in scale between Laidlaw's 70 MWs and Hydro Quebec's 1200 MWs, and the difference in the products purchased in terms of counter party, energy, capacity and RECs. "The purpose of the Right-to-Know Law is to ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people . . . we resolve questions regarding the Right-to-Know Law with a view to providing the utmost information." *Lambert v. Belknap County Convention*, 157 N.H. 375, 378 (2008) (internal citations omitted). Accordingly, we deny the motion for rehearing.

Based upon the foregoing, it is hereby

ORDERED, that Public Service Company of New Hampshire's Motion for Rehearing of Order No. 25,158 is hereby DENIED.

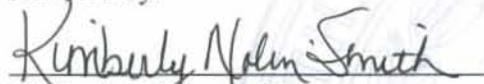
By order of the Public Utilities Commission of New Hampshire this twelfth day of November, 2010.


Thomas B. Getz
Chairman


Clifton C. Below
Commissioner


Amy L. Ignatius
Commissioner

Attested by:


Kimberly Nolin Smith
Assistant Secretary

