

THE STATE OF NEW HAMPSHIRE

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May 3, 2013

James T. Rodier, Esq.
1465 Woodbury Ave., No. 303
Portsmouth, NH 03801-5918

Re: **DM 11-075** and DE 13-060, PNE Energy Supply, LLC

Dear Attorney Rodier:

On March 20, 2013, PNE Energy Supply, LLC (PNE), a registered competitive electric power supplier (CEPS) filed with the Commission an application for modification of its CEPS registration (originally approved in Docket No. DM 11-075) to enable PNE to serve commercial and industrial customers. On April 12, 2013, PNE filed an amendment to its request, so that PNE would be authorized to serve all rate classes and rate schedules under its CEPS registration.

Furthermore, on April 26, 2013, pursuant to the terms of Commission Order No. 25.492 (April 15, 2013) in Docket No. DE 13-060, and the settlement agreement approved therein, PNE filed with the Commission its escrow agreement for \$200,000, with Kevin Devine Law P.L.L.C. of Portsmouth, New Hampshire as escrow agent, and First Colebrook Bank as the escrow deposit bank.

Following its review of the CEPS registration modification filing in Docket No. DM 11-075, on April 15, 2013, Staff filed a recommendation to approve PNE's modification request. Also, following its review of the filed escrow agreement in Docket No. DE 13-060, on April 30, 2013, Staff filed a recommendation to approve the escrow agreement, with the proviso that clarification be provided regarding the wording of provision 2.1 of the escrow agreement, and an erratum in the escrow agreement document. Specifically, Staff opined that the language in provision 2.1 should be construed to include the following bracketed and bolded language, missing in the executed escrow agreement:

- 2.1 Escrow Agent shall pay the funds from the Escrow Account to the NHPUC if the NHPUC notifies Escrow Agent that PNE has not faithfully performed all duties and **[has not]** protected the NHPUC and PNE's customers from any damage caused by PNE's non-compliance with or breach of any laws or statutes, or rules or regulations pertaining to the CPES license or permit issued by the NHPUC.

Staff, in its recommendation, also made note of an erratum referring to the final, executed escrow agreement as a “draft.” Aside from these matters for clarification, Staff recommended that the Commission: (1) accept the escrow agreement; (2) authorize PNE to resume its business outreach efforts; and (3) also rule that the suspension of New Hampshire utilities’ obligation to accept or process new customer enrollments from PNE, established at the outset of the Docket No. DE 13-060 proceeding, is lifted.

On the basis of its review of the filing in Docket No. DM 11-075, and Staff’s recommendation, the Commission has approved PNE’s request to modify its registration. Accordingly, PNE is authorized to serve all rate classes and rate schedules under its CEPS registration. Also, on the basis of its review of the filing in Docket No. DE 13-060, and Staff’s recommendation, the Commission has accepted PNE’s escrow agreement, on the condition that PNE submits an amended version of the escrow agreement that has the following changes, no later than the close of Commission business on May 10, 2013:

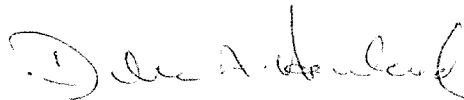
1) Inclusion of the underlined phrase “has not” in the below provision 2.1:

2.1 Escrow Agent shall pay the funds from the Escrow Account to the NHPUC if the NHPUC notifies Escrow Agent that PNE has not faithfully performed all duties and has not protected the NHPUC and PNE’s customers from any damage caused by PNE’s non-compliance with or breach of any laws or statutes, or rules or regulations pertaining to the CPES license or permit issued by the NHPUC; and

2) elimination of the “draft” reference in the footers of the escrow agreement.

The Commission has also authorized PNE, as of the date of this letter, to resume its business outreach efforts to all classes of customers in New Hampshire, and ruled that the suspension of New Hampshire utilities’ obligation to accept or process new customer enrollments from PNE is now void, and no longer in effect.

Sincerely,



Debra A. Howland
Executive Director

cc: Service List (Electronically)

SERVICE LIST - EMAIL ADDRESSES - DOCKET RELATED

Pursuant to N.H. Admin Rule Puc 203.11 (a) (1): Serve an electronic copy on each person identified on the service list.

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Docket #: 11-075-1 Printed: May 03, 2013

FILING INSTRUCTIONS:

- a) Pursuant to N.H. Admin Rule Puc 203.02 (a), with the exception of Discovery, file 7 copies, as well as an electronic copy, of all documents including cover letter with: DEBRA A HOWLAND
EXEC DIRECTOR
NHPUC
21 S. FRUIT ST, SUITE 10
CONCORD NH 03301-2429
- b) Serve an electronic copy with each person identified on the Commission's service list and with the Office of Consumer Advocate.
- c) Serve a written copy on each person on the service list not able to receive electronic mail.