



September 20, 2017

VIA ELECTRONIC FILING

Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: New England Power Pool and ISO New England Inc., Docket No. ER17-_____-000;
Clean-up Amendments; Amendment to Data-Only Participant Application Fee

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),¹ the New England Power Pool (“NEPOOL”) Participants Committee² and ISO New England Inc. (the “ISO”) (together, the “Filing Parties”) hereby jointly submit electronically this transmittal letter together with limited amendments in both the NEPOOL Agreement and the Participants Agreement (collectively, the “Amendments”) to reflect: (i) several clean-up changes needed to conform the NEPOOL and Participants Agreements to the current Provisional Member arrangements (the “Clean-Up Amendments”); and (ii) an amendment to the NEPOOL Agreement to change the Data-Only Participant application fee so that it is the same amount as the annual fee assessed to such Participants (“Data-Only Participant Application Fee Amendment”). NEPOOL unanimously supported the Amendments and both NEPOOL and ISO New England have signed the amendments to the Participants Agreement.

The Filing Parties request that the Commission waive the 60-day prior notice requirement and permit the Amendments to become effective September 20, 2017. The Filing Parties do not request an expedited comment date or order. The request for waiver of the 60-day notice period is addressed in Section IV of this transmittal letter.

I. DESCRIPTION OF THE FILING PARTIES; COMMUNICATIONS

NEPOOL is a voluntary association organized in 1971 pursuant to the New England Power Pool Agreement, and it has grown to include more than 470 members. The Participants include all of the electric utilities rendering or receiving services under the ISO Tariff, as well as independent power generators, marketers, load aggregators, brokers, consumer-owned utility systems, demand

¹ 16 U.S.C. § 824(d) (2017).

² Capitalized terms used but not defined in this filing are intended to have the meaning given to such terms in the Second Restated New England Power Pool Agreement (“NEPOOL Agreement”), the Participants Agreement, and the ISO Transmission, Markets and Services Tariff (“ISO Tariff”).

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response providers, developers, end users and a merchant transmission provider. Pursuant to revised governance provisions accepted by the Commission in *ISO New England Inc. et al.*, 109 FERC ¶ 61,147 (2004), the Participants act through the NEPOOL Participants Committee. The Participants Committee is authorized by Section 6.1 of the Second Restated NEPOOL Agreement and Section 8.1.3(c) of the Participants Agreement to represent NEPOOL in proceedings before the Commission. Pursuant to Section 2.2 of the Participants Agreement, “NEPOOL provide[s] the sole Participant Processes for advisory voting on ISO matters and the selection of ISO Board members, except for input from state regulatory authorities and as otherwise may be provided in the Tariff, TOA and the Market Participant Services Agreement included in the Tariff.”

The ISO is the private, non-profit entity that serves as the regional transmission organization (“RTO”) for New England. The ISO operates the New England bulk power system and administers New England’s organized wholesale electricity markets pursuant to the ISO Tariff and the Transmission Operating Agreement with the New England transmission owners. In its capacity as an RTO, the ISO also has the objective to assure that the bulk power supply system within the New England Control Area conforms to proper standards of reliability as established by the Northeast Power Coordinating Council and the North American Electric Reliability Corporation.

All correspondence and communications in this proceeding should be addressed to the undersigned for NEPOOL and the ISO as follows:

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II. THE CLEAN-UP AMENDMENTS

The Clean-Up Amendments, the need for which was identified during discussions underlying the Small Standard Offer Provider Proposal reflected in the 131st Agreement being filed by NEPOOL contemporaneously, make the following changes to the Participants Agreement and the NEPOOL Agreement to ensure that the vote of members of the Provisional Member Group Seat are calculated identically under both Agreements and to make the applicable text in each Agreement as closely parallel as practicable:

- ***“Provisional Member Group Seat” and “Provisional Member Fixed Voting Share” Definitions Added to Participants Agreement.*** These definitions are added to the Participants Agreement to conform the Participants Agreement with the current Provisional Member arrangements as reflected in the NEPOOL Agreement.
- ***“Provisional Member Fixed Voting Share” Definition Added to NEPOOL Agreement.*** A separate definition of “Provisional Member Fixed Voting Share” is added to the NEPOOL Agreement. Previously included as subsection (a) of the definition of Member Fixed Voting Share (Section 1.51(a)), the substance of the definition is simply being moved to the new defined term, to more closely track the parallel definition in the Participants Agreement described above.
- ***Definition of “Member Adjusted Voting Share” Amended in the NEPOOL and Participants Agreements.*** The definition of “Member Adjusted Voting Share” is amended in both the NEPOOL Agreement and Participants Agreement so that it conforms with the definition of Provisional Member Fixed Voting Share.
- ***Definitions of “NEPOOL Vote” and “Participant Vote” Amended.*** The definitions of “NEPOOL Vote” (NEPOOL Agreement § 1.55) and “Participant Vote” (Participants Agreement § 1.1) are amended to reflect identically the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat.

III. DATA-ONLY PARTICIPANT APPLICATION FEE AMENDMENT

The Data-Only Participant Application Fee Amendment increases from \$500 to \$1,500 the application fee to be paid by an Entity seeking to become a Data-Only Participant. A Data-Only Participant is a Participant that (a) does not participate directly in the New England Markets, (b) seeks read-only access to the data in ISO New England’s eMarket system relating to binding constraints and internal/external interface limits for so long as such data is not otherwise available to Non-Participants,³ (c) has executed an MPSA, (d) elects to be treated as a Data-Only Participant

³ Non-public data available to Data-Only Participants include: reactive interface limits, net tie schedules, daily binding constraints, generic interface constraints (subject to separate CEII-authorized access), and the ability to download the model transmission topology from the eFTR system.

before its application is approved (by NEPOOL if a Participant or by the ISO if an Individual Participant) and (e) is not eligible to join or designate a voting member of a Sector.⁴ The application fee for Entities seeking to join NEPOOL as a Data-Only Participant is being increased so that it is the same as the annual fee already assessed to such Participants, and to improve administrative efficiency and consistency in the application process.

IV. REQUESTED EFFECTIVE DATE; REQUEST FOR WAIVER

The Filing Parties request that the Amendments become effective on September 20, 2017. Good cause exists to grant the requested waiver of the 60-day notice requirement for the Amendments. Earlier effectiveness of the Amendments will promote the underlying intent of the Amendments – to conform the NEPOOL and Participants Agreements to the current Provisional Member arrangements, and to increase the application fee for any Data-Only Participant applications that should be received in the future. The Filing Parties are not requesting an expedited order or shortened comment period for the Amendments. No party will be adversely affected by the waiver requested in these circumstances. The Clean-Up Amendments are conforming changes which create no adverse effect and the Data-Only Participant Application Fee Amendment creates no adverse effect as no Data-Only Participant Applications are currently pending and none have been received in more than a year.

V. ADDITIONAL SUPPORTING INFORMATION

Section 35.13 of the Commission’s regulations generally requires public utilities to file certain cost and other information related to an examination of traditional cost-of-service rates.⁵ However, the Amendments are not a traditional “rate” and the Filing Parties are not traditional investor-owned utilities. In light of these circumstances, the Filing Parties submit the following additional information in substantial compliance with relevant provisions of Section 35.13, and request a waiver of Section 35.13 of the Commission’s regulations to the extent the content or form deviates from the specific technical requirements of the regulations.

35.13(b)(1) - Materials included herewith are as follows:

- This transmittal letter;
- Redlined version of Section 1 of the Participants Agreement marked to show the changes to be made by Amendment No. 10;
- Clean version of Section 1 of the Participants Agreement reflecting Amendment No. 10;
- Revised sheets of the Second Restated NEPOOL Agreement marked to show the changes to be made by the Amendments;

⁴ NEPOOL Agreement § 1.13A.

⁵ 18 C.F.R. § 35.13 (2017).

- The One Hundred Thirtieth Agreement amending New England Power Pool Agreement;
- Amendment No. 10 to the Participants Agreement;
- Balloting Results for 130th Agreement and Amendment No. 10 to the Participants Agreement; and
- List of governors, utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, and other entities, to which a copy of this filing has been sent.

35.13(b)(2) – The Filing Parties request that the Amendments become effective on September 20, 2017.

35.13(b)(3) – Pursuant to Section 16.11(a)(iv) of the Second Restated NEPOOL Agreement and Section 17.11(e) of the Participants Agreement, Governance Participants are being served electronically rather than by paper copy. An electronic copy of this transmittal letter and the accompanying materials have also been sent to the governors and electric utility regulatory agencies for the six New England states that comprise the New England Control Area, to NECPUC, and to the Executive Director of the New England State Committee on Electricity. The names and addresses of these governors and regulatory agencies are identified on the list included herewith. In accordance with Commission rules and practice, there is no need for the Governance Participants or the entities described above to be included on the Commission’s official service list in this proceeding unless such entities become intervenors in this proceeding.

35.13(b)(4) – Description of the changes effected by the Amendments are contained in Sections II and III of this transmittal letter.

35.13(b)(5) – The reasons for this filing are discussed in Sections II, III, and IV of this transmittal letter.

35.13(b)(6) – As discussed in Sections II, III, and IV above of this transmittal letter, the changes to the NEPOOL Agreement and Participants Agreement reflect the results of the Participant Process required by the Participants Agreement. The Amendments were approved by the Participants Committee pursuant to balloting under Section 6.10 of the NEPOOL Agreement and Section 17.2.3 of the Participants Agreement in which the Minimum Response Requirement was satisfied. The ISO’s approval of the Amendments is evidenced by this filing and execution of Amendment No. 10.

35.13(b)(7) – The Filing Parties have no knowledge of any relevant expenses or costs of service that have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative or unnecessary costs that are demonstrably the product of discriminatory employment practices.

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35.13(c)(1) – Under the Amendments, Data-Only Participants would be required to pay an application and annual fee of \$1,500 each. Data-Only Participants would not be required to make any additional contributions to Participant Expenses.

35.13(c)(2) – Not applicable to this filing.

35.13(c)(3) – No specifically assignable facilities have been or will be installed or modified in connection with the Amendments.

VI. CONCLUSION

For the reasons stated herein, the Filing Parties respectfully request that the Commission approve the Amendments to both the NEPOOL Agreement and the Participants Agreement as filed, to become effective on September 20, 2017.

Respectfully submitted,

NEPOOL PARTICIPANTS COMMITTEE

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SECTION 1. DEFINITIONS

1.1 Defined Terms. Each of the capitalized terms used in this Agreement shall have the meaning ascribed to it in this Section 1.

“**Agreement**” shall mean this Participants Agreement, as it may be amended or supplemented from time to time.

“**Alternative Resources**” shall mean Renewable Generation Resources, Distributed Generation Resources, and Load Response Resources.

“**AR Provider**” shall mean a NEPOOL Participant with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area. For the purposes of this Agreement,

- (a) a NEPOOL Participant has a Substantial Business Interest in Alternative Resources if:
- (i) either (A) the NEPOOL Participant owns or controls any Alternative Resource and at least 75% of its Energy resources within the New England Control Area are Alternative Resources; or (B) the NEPOOL Participant (1) owns or controls at least 50 MW (or its equivalent) of Alternative Resources within the New England Control Area or (2) has an independently verifiable capital investment in its Alternative Resources in the New England Control Area as of the end of the most recent calendar year of at least \$30,000,000, regardless of the percentage of its business interests those Alternative Resources represent; and
 - (ii) either (A) the quantity of Alternative Resources (in megawatts) and other generation resources in the New England Control Area owned or controlled by the NEPOOL Participant exceeds the highest quantity of hourly Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (B) the quantity of generation (in megawatt hours) in the past twelve (12) months from Alternative Resources and other generation resources in the New England Control Area that the NEPOOL Participant owns or controls exceeds the total quantity of Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (C) the NEPOOL Participant has not held any Governance Load responsibility in the prior

twelve (12) months but otherwise meets one of the tests set forth in (i)(A) or (i)(B) above;
or

(iii) the NEPOOL Participant is determined by the AR Sector and the Participants Committee to have a Substantial Business Interest in Alternative Resources.

(b) the only Alternative Resources that shall be taken into account for purposes of determining whether an Entity qualifies as an AR Provider pursuant to sections (a)(i) and (a)(ii) above are:

- (i) those generating resources that are within the New England Control Area that are (A) currently in operation, (B) under construction, or (C) proposed for operation as generation and that have received approvals under Sections 18.4 and/or 18.5 of the First Restated NEPOOL Agreement between July 1, 2002 and the Effective Date or received approvals on or after the Effective Date under Sections I.3.9 and/or I.3.10 of the Tariff or for which completed environmental air or environmental siting applications have been filed or permits exist; or
- (ii) Demand Response Resources that are enrolled in the Load Response Program and have not been inactive in that Program for a period exceeding six (6) months; or
- (iii) Energy Efficiency Resources that have not been inactive in an Energy efficiency program of a New England state for a period exceeding six (6) months; or
- (iv) Alternative Resources that have been offered in a Forward Capacity Auction or Reconfiguration Auction that have been accepted by the ISO.

“AR Sector” or **“Alternative Resources Sector”** shall have the meaning set forth in Section 7.3.2(d) of this Agreement.

“AR Sector Voting Share” shall mean the sum of the Sub-Sector Voting Shares of the AR Sub-Sectors.

“AR Sub-Sector” shall mean the Renewable Generation Sub-Sector, Distributed Generation Sub-Sector, or the Load Response Sub-Sector of the AR Sector created pursuant to the terms of the RNA and this Agreement.

“Balloting Agent” shall have the meaning given it in the RNA.

“Budget & Finance Subcommittee” shall mean the Budget & Finance Subcommittee established pursuant to the RNA and the responsibilities of which are specified in Section 8.4.

“Commission” shall mean the Federal Energy Regulatory Commission.

“Demand Response Resource” is any resource in the New England Control Area that (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of demand response measures for which the Entity that provides or controls the resource receives compensation; or (b) qualifies as a demand response resource, including distributed generation, pursuant to the Load Response Program; or (c) qualifies to receive an Installed Capacity payment pursuant to the Load Response Program; or (d) is determined by the Participants Committee to be a Demand Response Resource.

“Distributed Generation Resource” shall mean any electric generating facility in the New England Control Area that: (a) generates electricity pursuant to a distributed generation tariff or contract; or (b) is interconnected to the Transmission Facilities or a New England distribution system pursuant to a distributed generation agreement; or (c) the Participants Committee determines is a Distributed Generation Resource.

“Distributed Generation Resource Provider” shall mean an AR Provider which, together with its Related Persons, owns or controls Distributed Generation Resources.

“Distributed Generation Sub-Sector” shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(B) of this Agreement.

“Effective Date” shall mean February 1, 2005.

“End User Organization” shall mean an End User Participant which is (a) a registered tax-exempt non-profit organization with (i) an organized board of directors and (ii) a membership (A) of at least 100 Entities that buy electricity at wholesale or retail in the New England states or (B) with an aggregate peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least ten (10) megawatts or (b) a Government Entity that is a Governance Only Member.

“End User Participant” shall mean a NEPOOL Participant which is (a) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption, (b) a non-profit group representing such consumers, or (c) a Government Entity, or (d) a Related Person of another End User Participant and which (i) is licensed as a competitive supplier under the statutes and regulations of the state in which the End User Participant which is its Related Person is located and (ii) participates in the New England Market solely to serve the load of the End User which is its Related Person.

“End User Sector” shall have the meaning set forth in Section 7.3.2(f) of this Agreement.

“Energy” shall mean power produced in the form of electricity, measured in kilowatt-hours or megawatt-hours.

“Energy Efficiency Resource” shall mean any resource in the New England Control Area that is not a generator and either (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of measures that reduce the Energy used by end-use devices and systems while maintaining comparable service for which the Entity that provides or controls the resource receives compensation pursuant to an energy efficiency program of a New England state; or (b) is determined by the Participants Committee to be an Energy Efficiency Resource.

“Entity” shall mean any person or organization, whether the United States of America or Canada or a state or province or a political subdivision thereof or a duly established agency of any of them, a private corporation, a partnership, an individual, an electric cooperative or any other person or organization recognized in law as capable of owning property and contracting with respect thereto that is either:

- (a) engaged in the electric power business (the generation and/or transmission and/or distribution of electricity for consumption by the public; or the purchase, as a principal or broker, of installed capability, Energy, operating reserve, or ancillary services; or the ownership or control of Load Response Resources); or
- (b) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption or a non-profit group representing such consumers.

“Exigent Circumstances” shall mean circumstances such that ISO determines in good faith that (i) failure to immediately implement a new Market Rule, Operating Procedure, Reliability Standard, provision of the Information Policy, Non-TO OATT Provision or Manual would substantially and adversely affect (A) System reliability or security, or (B) the competitiveness or efficiency of the New England Markets, and (ii) invoking the procedures set forth in Section 11.1, 11.3 or 11.4 would not allow for timely redress of ISO’s concerns.

“External Market Monitor” shall have the meaning set forth in Section 9.4.2 of the Agreement.

“First Restated NEPOOL Agreement” shall mean the version of the RNA in effect prior to the Effective Date.

“Fully Activated Sub-Sector Voting Share” shall mean eight and one-third percent (8 1/3%) in the case of the Renewable Generation Sub-Sector and four and one-sixth percent (4 1/6%) in the case of each of the Distributed Generation and Load Response Sub-Sectors.

“GAAP” shall mean generally accepted accounting principles in the United States.

“General Tariff Provisions” shall mean all of the provisions of the Tariff other than the OATT provisions, the Market Rules and Section IV of the Tariff (RTO operating and capital funding provisions).

“Generation Facilities” shall mean generating Resources (as defined in the Market Rules).

“Generation Group Member” shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

“Generation Sector” shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

“GIS” shall mean the generation information database and certificate system that accounts for certain attributes of energy consumed within the New England Control Area and exported outside the New England Control Area, including all software, equipment, enhancements, and interfaces related thereto.

“Good Utility Practice” shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the

decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not limited to a single, optimum practice method or act to the exclusion of others, but rather is intended to include all acceptable practices, methods, or acts generally accepted in the region.

“Governance Load” (in kilowatts) of a Governance Participant during any particular hour and solely for purposes of determining eligibility for participation in the AR Sector is the greater of (A) Real-Time Load Obligation (as defined in the Market Rules) for the period in question, or (B) the total during such hour, of (a) kilowatthours provided by such Participant to its retail customers for consumption, plus (b) kilowatthours of use by such Participant, plus (c) kilowatthours of electrical losses and unaccounted for use by the Participant on its system, plus (d) kilowatthours used by such Participant for pumping Energy for its entitlements in pumped storage hydroelectric generating facilities, plus (e) kilowatthours delivered by such Participant to Non-Participants. The Governance Load of a Governance Participant may be calculated in any reasonable manner which substantially complies with this definition.

“Governance Only End User Behind-the-Meter Generation” shall mean generation that has all three (3) of the following attributes: (i) it is owned by a Governance Only Member; and (ii) it is used to meet that Governance Only Member’s load or, for any hour in which the output of the Governance Only End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Regional Network Load (as defined in Section II of the Tariff), another Governance Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to ISO pursuant to the Market Rules; and (iii) it is delivered to the Governance Only Member without the use of PTF or another Entity’s transmission or distribution facilities.

“Governance Only Member” shall mean an End User Participant that participates hereunder for governance purposes only; provided, however, that a Governance Only Member may elect to participate in the Load Response Program without losing the benefits of Governance Only Member status for any other purpose under this Agreement. An End User Participant may elect to be a Governance Only Member before its application is approved by NEPOOL or by a written notice delivered to the Secretary of the Participants Committee. Other than for an election made prior to the approval of its application by NEPOOL, the election to be a Governance Only Member shall become effective beginning on the first annual meeting of the Participants Committee following notice of such election.

“Governance Participants” shall mean the Individual Participants and the NEPOOL Participants.

“Governance Rating” is (a) with respect to an electric generating unit or combination of units (other than a Distributed Generation Resource), (i) the Winter Capability of such unit or combination of units, or (ii) if no Winter Capability has been determined by the System Operator, the aggregate name plate rating of such unit or combination of units ; (b) with respect to Demand Response Resources, the highest adjusted capability value (determined in accordance with the Load Response Program) for those Demand Response Resources in the prior twelve (12) months; (c) for Distributed Generation Resources not participating in the New England Markets or the Load Response Program, the name plate rating of the Distributed Generation Resource; or (d) for Energy Efficiency Resources, the highest verified co-incident peak savings provided during the hours of the Load Response Program during the prior twelve (12) months. The Governance Rating of a Participant may be determined by the ISO in any reasonable manner which substantially complies with this definition.

“Governance Transmission Owner” for the purposes of this Agreement is an owner of PTF which makes its PTF available under the Tariff and owns a Local Network (as that term is defined in the Tariff) listed in Attachment E to the Tariff which is not a Publicly Owned Entity, including any affiliate of an owner of PTF that owns transmission facilities that are made available as part of such owner’s Local Network; provided that if an owner of PTF was not listed in Attachment E to the NEPOOL Open Access Transmission Tariff as that Tariff was in effect on May 10, 1999, the owner of PTF must also (1) own, or lease with rights equivalent to ownership, PTF with an original capital investment in its PTF as of the end of the most recent year for which figures are available from annual reports submitted to the Commission in Form 1 or any similar form containing comparable annualized data of at least \$30,000,000, and (2) provide transmission service to non-affiliated customers pursuant to an open access transmission tariff on file with the Commission.

“Government Entity” shall mean a municipality or other governmental agency located in New England which does not meet the definition of Publicly Owned Entity.

“Governmental Authority” shall mean the government of any nation, state, province or other political subdivision thereof, including any Entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

“Individual Participants” shall have the meaning set forth in the first paragraph hereof. As of the date of this Agreement, the Individual Participants are those Entities listed as such on Schedule 1 hereto.

“Information Policy” shall mean the policy on file with the Commission as part of the Tariff establishing guidelines regarding the information received, created and distributed by Governance Participants and ISO in connection with the New England Markets and the New England Transmission System.

“Installed Capacity Requirements” shall have the meaning set forth in Section III of the Tariff.

“Internal Market Monitor” shall have the meaning set forth in Section 9.4.2 of the Agreement.

“ISO” shall have the meaning set forth in the first paragraph above.

“ISO Board” shall mean the Board of Directors of ISO.

“ITC” shall mean an independent transmission company, as defined by the Commission.

“Large End User” shall mean an End User Participant which is considered for this purpose to be (a) a single end user with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least one (1) megawatt, or (b) a group of two or more corporate entities each with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least 0.35 megawatts that together totals at least one (1) megawatt.

“Load Response Program” shall mean the load response program included in the Market Rules.

“Load Response Resource” shall mean an Energy Efficiency Resource or Demand Response Resource.

“Load Response Resource Provider” shall mean an AR Provider which, together with its Related Persons, owns or controls Load Response Resources.

“Load Response Sub-Sector” shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(C) of this Agreement.

“**Manuals**” shall mean the manuals posted on the ISO website implementing the Market Rules that are adopted in accordance with this Agreement, as in effect from time to time. On the Operations Date, the Manuals shall consist in substance of the NEPOOL Manuals in effect immediately prior to the Operations Date.

“**Market Monitoring and Mitigation Plan**” shall mean those provisions of the Market Rules which provide for ISO’s market monitoring and market power mitigation for the New England Markets. On the Operations Date, the Market Monitoring and Mitigation Plan shall consist of Appendix A to the Market Rule 1.

“**Markets Committee**” shall mean the Markets Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.2.

“**Market Rules**” shall mean the rules for the administration of the New England Markets filed with the Commission in accordance with this Agreement and accepted by the Commission.

“**Member Adjusted Voting Share**” shall mean:

(a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case minus the aggregate Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; **and**

(b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector by (ii) the number of voting

members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

~~(b)~~(c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member's Provisional Member Fixed Voting Share.

“Member Fixed Voting Share” shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector), whether or not the member is in attendance, is the quotient obtained by dividing (i) the Sector Voting Share of the Sector to which the NEPOOL Participant or group of NEPOOL Participants which appointed the voting member belongs by (ii) the total number of voting members appointed by members of that Sector, adjusted, if necessary, to take into account (A) the manner in which the voting shares of End User Participants are to be determined while they are members of the Publicly Owned Entity Sector, and (B) any required change in the voting share of the Transmission Group Member, as determined in accordance with Section 7.3.2(b); and
- (b) for a voting member of an AR Sub-Sector whether or not the member is in attendance and until the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, is either 1-2/3% if the voting member represents a NEPOOL Participant or NEPOOL Participants which own or control, together with their Related Persons, more than 15 MW (or its equivalent) of Alternative Resources or 1% if the voting member represents less than 15 MW (or its equivalent) of Alternative Resources. When the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, the Member Fixed Voting Share for the voting member whether or not the voting member is in attendance will be the quotient obtained by dividing (i) the Fully Activated Sub-Sector Voting Share by (ii) the total number of voting members appointed by NEPOOL Participants of that AR Sub-Sector.

“Minimum Response Requirement” shall mean, with respect to a proposed amendment to this Agreement pursuant to Section 17.2.3, that the ballots received by the Balloting Agent from Governance

Participants relating to the proposed amendment of this Agreement before the end of the appropriate time specified in Section 17.2.3(d) must satisfy the following thresholds:

- (a) the sum of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), of the Governance Participant voting members whose ballots are received must equal at least fifty percent (50%); and
- (b) the Governance Participants whose voting members timely return ballots for or against the amendment must include Governance Participants that are represented by voting members having at least fifty percent (50%) of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), in each of a majority of the Sectors.

“**MW**” shall mean megawatts.

“**Natural Person Participant**” shall mean a Governance Participant who is also a natural person.

“**NECPUC**” shall mean the New England Conference of Public Utilities Commissioners, Inc., including any successor organization.

“**NEPOOL**” shall have the meaning set forth in the first paragraph hereof.

“**NEPOOL Participants**” shall mean the current and future parties to the RNA.

“**NERC**” shall mean the North American Electric Reliability Council, including any successor organization.

“**New England Control Area**” shall have the meaning set forth in Section I of the Tariff.

“**New England Markets**” shall mean the markets for electric Energy, capacity and certain ancillary services within the New England Control Area as set forth in the Market Rules.

“**Non-TO OATT Provisions**” shall mean all of the provisions of the OATT for which ISO has Section 205 rights under the Federal Power Act pursuant to the TOA.

“**NPCC**” shall mean the Northeast Power Coordinating Council, including any successor organization.

“**OATT**” shall mean Section II of the Tariff.

“**Operating Procedures**” shall mean the detailed operating procedures for operation of the System as in effect from time to time. On the Operations Date, the Operating Procedures shall consist of the procedures identified in Schedule 2.

“**Operating Year**” shall mean a calendar year. The first Operating Year shall commence on the Operations Date and continue until the following December 31, and the last Operating Year shall conclude on the date that this Agreement terminates.

“**Operations Date**” shall have the meaning set forth in the TOA.

“**Order 2000**” shall mean the Commission’s Order No. 2000, i.e., Regional Transmission Organizations, Order No. 2000, 65 Fed. Reg. 809 (January 6, 2000), FERC Stats. & Regs. ¶31,089 (1999), order on reh’g, Order No. 2000-A, 65 Fed. Reg. 12,088 (March 8, 2000), FERC Stats. & Regs. ¶31,092 (2000), aff’d, Public Utility District No. 1 of Snohomish County, Washington v. FERC, 272 F.3d 607 (D.C. Cir. 2001).

“**Participant Expenses**” shall mean those costs and expenses that are incurred pursuant to authorization of the Participants Committee and are not considered costs and expenses of ISO.

“**Participant Processes**” shall mean those processes for Governance Participants outlined in Section 7.1.1.

“**Participant Vote**” shall mean:

- (a) with respect to an amendment or proposed action of the Participants Committee, the sum of
 - (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector satisfying its Sector Quorum requirements and, in the case of amendments, including

Member Adjusted Voting Shares of Individual Participants; and (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements plus, in the case of amendments, the Member Fixed Voting Shares of Individual Participants, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

- (b) with respect to a proposed action of a Technical Committee, the sum of the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action.

“Participants Committee” shall mean the Participants Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.1 hereof.

“Party” or “Parties” shall have the meaning identified in the first paragraph of this Agreement.

“Planning Procedures” shall mean the guides, manuals, procedures and protocols for planning and expansion of the Transmission Facilities, as the same may be modified from time to time.

“Pool Transmission Facilities” or **“PTF”** shall have the meaning set forth in the Tariff.

“Participating Transmission Owner” or **“PTO”** shall have the meaning set forth in the Tariff.

“Power Year” shall mean a period of twelve (12) months commencing on June 1 of each year and ending on May 31 of the next calendar year.

“Principal Committees” shall mean the Participants Committee and the Technical Committees.

“Provisional Member Fixed Voting Share” shall have the meaning given it in the RNA.

“Provisional Member Group Seat” shall have the meaning given it in the RNA.

“Publicly Owned Entity” shall mean an Entity which is either a municipality or an agency thereof, or a body politic and public corporation created under the authority of one of the New England states, authorized to own, lease and operate electric generation, transmission or distribution facilities, or an electric cooperative, or an organization of any such entities.

“Publicly Owned Entity Sector” shall have the meaning set forth in Section 7.3.2(e) of this Agreement.

“PURPA” shall mean the Public Utility Regulatory Policies Act of 1978.

“Related Person” of a Governance Participant shall mean:

- (a) for all Governance Participants, either (i) a corporation, partnership, business trust, limited liability company or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by the Governance Participant, or (ii) a corporation, partnership, business trust or other business organization which owns directly or indirectly 10% or more of the stock or equity interest in the Governance Participant, (iii) a corporation, partnership, business trust or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by a corporation, partnership, business trust or other business organization which also owns 10% or more of the stock or equity interest in the Governance Participant; or (iv) a natural person, or a member of such natural person’s immediate family, who is, or within the last six (6) months has been, an officer, director, partner, employee, or representative in ISO activities of, or natural person having a material ongoing business or professional relationship directly related to New England Markets activities with, the Governance Participant or any corporation, partnership, business trust or other business organization related to the Governance Participant pursuant to clauses (i), (ii) or (iii) of this paragraph (a); and
- (b) for all Natural Person Participants, a Related Person is (i) a member of such Natural Person Participant’s immediate family, or (ii) any corporation, partnership, business trust or other business organization of which such Natural Person Participant, or a member of such Natural Person Participant’s immediate family, is, or within the last six (6) months has been, an officer, director, partner, employee, or with which a Natural Person Participant has, or within the last six (6) months has had, a material ongoing business or professional relationship directly related to New England Markets activities, or (iii) another Governance Participant

which, within the last 12 months has paid a portion of the Natural Person Participant's expenses under Section 14 of this Agreement, or (iv) a corporation, partnership, business trust or other business organization in which the Natural Person Participant owns equity with a fair market value in excess of \$50,000.

- (c) For all End User Participants which are also Government Entities, a Related Person is any Government Entity or Publicly Owned Entity directly Controlling, Controlled by, or under common Control with, such Entity. The term "Control" means the possession of the power to direct the management or policies of a Government Entity. A rebuttal presumption of Control of a Government Entity will be created when a majority of the governing body of such Entity can be removed without cause by an official of another Government Entity or Publicly Owned Entity or is composed of employees of another Government Entity or Publicly Owned Entity.
- (d) Notwithstanding the foregoing, for the purposes of this definition, an individual shall not be deemed to have or had a material ongoing business relationship directly related to New England Markets activities with any corporation, partnership, business trust, other business organization solely as a result of being served, as a customer, with electricity or gas.

"Reliability Committee" shall mean the Reliability Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.3.

"Reliability Standards" shall mean those rules, standards, procedures and protocols posted on the ISO website, as in effect from time to time, other than Operating Procedures, that establish the parameters relating to reliability matters for ISO's exercise of its authority over the System.

"Renewable Generation Resource" shall mean any electric generating facility in the New England Control Area that: (a) is defined as renewable generation under any New England state renewable portfolio standard; or (b) satisfies the criteria for a Small Power Production Facility under PURPA; or (c) primarily uses one or more of the following fuels, energy resources, or technologies: solar, wind, hydro, tidal, geothermal, or biomass; or (d) the Participants Committee determines is a Renewable Generation Resource.

"Renewable Generation Resource Provider" shall mean an AR Provider which, together with its Related Persons, owns or controls Renewable Generation Resources.

“Renewable Generation Sub-Sector” shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(A) of this Agreement.

“RNA” shall mean the Second Restated New England Power Pool Agreement, which restated for a second time by an amendment dated as of August 16, 2004 the New England Power Pool Agreement dated September 1, 1971, as the same may be amended and restated from time to time, governing the relationship among the NEPOOL Participants.

“RTO” shall mean an entity that complies with the requirements of Order 2000 and the Commission’s corresponding regulations for a regional transmission organization, as determined by the Commission, or a successor organization performing comparable functions.

“Sector” shall mean the AR Sector, End User Sector, Generation Sector, Publicly Owned Entity Sector, Supplier Sector, Transmission Sector, or any other Sector created pursuant to the terms of the RNA and Section 6.2.2(a) hereof.

“Sector Quorum” for a Sector shall mean the lesser of (a) fifty percent (50%) or more (rounded to the next higher whole number) of the voting members of the Sector, or (b) five (5) or more voting members of the Sector for the Participants Committee or three (3) or more voting members of the Sector for the Technical Committees.

“Sector Voting Share” shall mean:

- (a) for the AR Sector, the sum of the Member Fixed Voting Shares; and
- (b) for each active Sector (other than the AR Sector), the quotient obtained by dividing one hundred percent (100%) minus the Sector Voting Share for the AR Sector by the number of active Sectors (other than the AR Sector). For example, if there are five active Sectors (other than the AR Sector) and the AR Sector Voting Share is sixteen and two-thirds percent (16 2/3%), the Sector Voting Share of each of the other Sectors is also sixteen and two-thirds percent (16 2/3%). The aggregate Sector Voting Shares shall equal one hundred percent (100%).

“Settlement Agreement” shall mean the agreement dated August 20, 2004 among NEPOOL, ISO and the other parties thereto.

“Small End User” shall mean an End User Participant which does not otherwise meet the definition of Large End User or End User Organization.

“Supplier Sector” shall have the meaning set forth in Section 7.3.2(c) of this Agreement.

“System” shall mean Generation Facilities and Transmission Facilities.

“Tariff” shall mean ISO’s Transmission, Markets and Services Tariff, as amended from time to time.

“Technical Committees” shall have the meaning set forth in Section 8.2 of this Agreement.

“TOA” shall mean the Transmission Operating Agreement among ISO and the Participating Transmission Owners that are parties thereto, as the same may be amended from time to time.

“Transmission Committee” shall mean the committee whose responsibilities are specified in Section 8.2.4.

“Transmission Facilities” shall mean the Merchant Transmission Facilities, Other Transmission Facilities and Pool Transmission Facilities, as each such term is defined in the Tariff.

“Transmission Group Member” shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

“Transmission Sector” shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

“Winter Capability” shall mean, with respect to an electric generating unit or combination of units, the maximum dependable load carrying ability in kilowatts of such unit or units (exclusive of capacity required for station use) during the Winter Period, as determined by ISO.

“Winter Period” shall mean the eight-month period from October through May for each Power Year.

1.2 Interpretation. The terms “hereof,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

The terms “include” or “including” shall be interpreted as if the word “without limitation” immediately followed such terms.

Any reference to any Section, Subsection, Exhibit or Schedule contained in this Agreement shall refer to such Section, Subsection, Exhibit or Schedule as set forth in this Agreement, notwithstanding use of or failure to use the term “above,” “below,” “hereof,” “hereto,” or “herein” in connection with such reference.

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.

Any headings preceding the texts of the several Sections, Subsections, Exhibits and Schedules of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Unless expressly limited, all references to documents are references to documents as the provisions thereof may be amended, modified or waived from time to time or successor documents thereof.

SECTION 1. DEFINITIONS

1.1 Defined Terms. Each of the capitalized terms used in this Agreement shall have the meaning ascribed to it in this Section 1.

“**Agreement**” shall mean this Participants Agreement, as it may be amended or supplemented from time to time.

“**Alternative Resources**” shall mean Renewable Generation Resources, Distributed Generation Resources, and Load Response Resources.

“**AR Provider**” shall mean a NEPOOL Participant with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area. For the purposes of this Agreement,

- (a) a NEPOOL Participant has a Substantial Business Interest in Alternative Resources if:
- (i) either (A) the NEPOOL Participant owns or controls any Alternative Resource and at least 75% of its Energy resources within the New England Control Area are Alternative Resources; or (B) the NEPOOL Participant (1) owns or controls at least 50 MW (or its equivalent) of Alternative Resources within the New England Control Area or (2) has an independently verifiable capital investment in its Alternative Resources in the New England Control Area as of the end of the most recent calendar year of at least \$30,000,000, regardless of the percentage of its business interests those Alternative Resources represent; and
 - (ii) either (A) the quantity of Alternative Resources (in megawatts) and other generation resources in the New England Control Area owned or controlled by the NEPOOL Participant exceeds the highest quantity of hourly Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (B) the quantity of generation (in megawatt hours) in the past twelve (12) months from Alternative Resources and other generation resources in the New England Control Area that the NEPOOL Participant owns or controls exceeds the total quantity of Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (C) the NEPOOL Participant has not held any Governance Load responsibility in the prior

twelve (12) months but otherwise meets one of the tests set forth in (i)(A) or (i)(B) above;
or

(iii) the NEPOOL Participant is determined by the AR Sector and the Participants Committee to have a Substantial Business Interest in Alternative Resources.

(b) the only Alternative Resources that shall be taken into account for purposes of determining whether an Entity qualifies as an AR Provider pursuant to sections (a)(i) and (a)(ii) above are:

- (i) those generating resources that are within the New England Control Area that are (A) currently in operation, (B) under construction, or (C) proposed for operation as generation and that have received approvals under Sections 18.4 and/or 18.5 of the First Restated NEPOOL Agreement between July 1, 2002 and the Effective Date or received approvals on or after the Effective Date under Sections I.3.9 and/or I.3.10 of the Tariff or for which completed environmental air or environmental siting applications have been filed or permits exist; or
- (ii) Demand Response Resources that are enrolled in the Load Response Program and have not been inactive in that Program for a period exceeding six (6) months; or
- (iii) Energy Efficiency Resources that have not been inactive in an Energy efficiency program of a New England state for a period exceeding six (6) months; or
- (iv) Alternative Resources that have been offered in a Forward Capacity Auction or Reconfiguration Auction that have been accepted by the ISO.

“AR Sector” or **“Alternative Resources Sector”** shall have the meaning set forth in Section 7.3.2(d) of this Agreement.

“AR Sector Voting Share” shall mean the sum of the Sub-Sector Voting Shares of the AR Sub-Sectors.

“AR Sub-Sector” shall mean the Renewable Generation Sub-Sector, Distributed Generation Sub-Sector, or the Load Response Sub-Sector of the AR Sector created pursuant to the terms of the RNA and this Agreement.

“Balloting Agent” shall have the meaning given it in the RNA.

“Budget & Finance Subcommittee” shall mean the Budget & Finance Subcommittee established pursuant to the RNA and the responsibilities of which are specified in Section 8.4.

“Commission” shall mean the Federal Energy Regulatory Commission.

“Demand Response Resource” is any resource in the New England Control Area that (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of demand response measures for which the Entity that provides or controls the resource receives compensation; or (b) qualifies as a demand response resource, including distributed generation, pursuant to the Load Response Program; or (c) qualifies to receive an Installed Capacity payment pursuant to the Load Response Program; or (d) is determined by the Participants Committee to be a Demand Response Resource.

“Distributed Generation Resource” shall mean any electric generating facility in the New England Control Area that: (a) generates electricity pursuant to a distributed generation tariff or contract; or (b) is interconnected to the Transmission Facilities or a New England distribution system pursuant to a distributed generation agreement; or (c) the Participants Committee determines is a Distributed Generation Resource.

“Distributed Generation Resource Provider” shall mean an AR Provider which, together with its Related Persons, owns or controls Distributed Generation Resources.

“Distributed Generation Sub-Sector” shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(B) of this Agreement.

“Effective Date” shall mean February 1, 2005.

“End User Organization” shall mean an End User Participant which is (a) a registered tax-exempt non-profit organization with (i) an organized board of directors and (ii) a membership (A) of at least 100 Entities that buy electricity at wholesale or retail in the New England states or (B) with an aggregate peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least ten (10) megawatts or (b) a Government Entity that is a Governance Only Member.

“End User Participant” shall mean a NEPOOL Participant which is (a) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption, (b) a non-profit group representing such consumers, or (c) a Government Entity, or (d) a Related Person of another End User Participant and which (i) is licensed as a competitive supplier under the statutes and regulations of the state in which the End User Participant which is its Related Person is located and (ii) participates in the New England Market solely to serve the load of the End User which is its Related Person.

“End User Sector” shall have the meaning set forth in Section 7.3.2(f) of this Agreement.

“Energy” shall mean power produced in the form of electricity, measured in kilowatt-hours or megawatt-hours.

“Energy Efficiency Resource” shall mean any resource in the New England Control Area that is not a generator and either (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of measures that reduce the Energy used by end-use devices and systems while maintaining comparable service for which the Entity that provides or controls the resource receives compensation pursuant to an energy efficiency program of a New England state; or (b) is determined by the Participants Committee to be an Energy Efficiency Resource.

“Entity” shall mean any person or organization, whether the United States of America or Canada or a state or province or a political subdivision thereof or a duly established agency of any of them, a private corporation, a partnership, an individual, an electric cooperative or any other person or organization recognized in law as capable of owning property and contracting with respect thereto that is either:

- (a) engaged in the electric power business (the generation and/or transmission and/or distribution of electricity for consumption by the public; or the purchase, as a principal or broker, of installed capability, Energy, operating reserve, or ancillary services; or the ownership or control of Load Response Resources); or
- (b) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption or a non-profit group representing such consumers.

“Exigent Circumstances” shall mean circumstances such that ISO determines in good faith that (i) failure to immediately implement a new Market Rule, Operating Procedure, Reliability Standard, provision of the Information Policy, Non-TO OATT Provision or Manual would substantially and adversely affect (A) System reliability or security, or (B) the competitiveness or efficiency of the New England Markets, and (ii) invoking the procedures set forth in Section 11.1, 11.3 or 11.4 would not allow for timely redress of ISO’s concerns.

“External Market Monitor” shall have the meaning set forth in Section 9.4.2 of the Agreement.

“First Restated NEPOOL Agreement” shall mean the version of the RNA in effect prior to the Effective Date.

“Fully Activated Sub-Sector Voting Share” shall mean eight and one-third percent (8 1/3%) in the case of the Renewable Generation Sub-Sector and four and one-sixth percent (4 1/6%) in the case of each of the Distributed Generation and Load Response Sub-Sectors.

“GAAP” shall mean generally accepted accounting principles in the United States.

“General Tariff Provisions” shall mean all of the provisions of the Tariff other than the OATT provisions, the Market Rules and Section IV of the Tariff (RTO operating and capital funding provisions).

“Generation Facilities” shall mean generating Resources (as defined in the Market Rules).

“Generation Group Member” shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

“Generation Sector” shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

“GIS” shall mean the generation information database and certificate system that accounts for certain attributes of energy consumed within the New England Control Area and exported outside the New England Control Area, including all software, equipment, enhancements, and interfaces related thereto.

“Good Utility Practice” shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the

decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not limited to a single, optimum practice method or act to the exclusion of others, but rather is intended to include all acceptable practices, methods, or acts generally accepted in the region.

“Governance Load” (in kilowatts) of a Governance Participant during any particular hour and solely for purposes of determining eligibility for participation in the AR Sector is the greater of (A) Real-Time Load Obligation (as defined in the Market Rules) for the period in question, or (B) the total during such hour, of (a) kilowatthours provided by such Participant to its retail customers for consumption, plus (b) kilowatthours of use by such Participant, plus (c) kilowatthours of electrical losses and unaccounted for use by the Participant on its system, plus (d) kilowatthours used by such Participant for pumping Energy for its entitlements in pumped storage hydroelectric generating facilities, plus (e) kilowatthours delivered by such Participant to Non-Participants. The Governance Load of a Governance Participant may be calculated in any reasonable manner which substantially complies with this definition.

“Governance Only End User Behind-the-Meter Generation” shall mean generation that has all three (3) of the following attributes: (i) it is owned by a Governance Only Member; and (ii) it is used to meet that Governance Only Member’s load or, for any hour in which the output of the Governance Only End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Regional Network Load (as defined in Section II of the Tariff), another Governance Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to ISO pursuant to the Market Rules; and (iii) it is delivered to the Governance Only Member without the use of PTF or another Entity’s transmission or distribution facilities.

“Governance Only Member” shall mean an End User Participant that participates hereunder for governance purposes only; provided, however, that a Governance Only Member may elect to participate in the Load Response Program without losing the benefits of Governance Only Member status for any other purpose under this Agreement. An End User Participant may elect to be a Governance Only Member before its application is approved by NEPOOL or by a written notice delivered to the Secretary of the Participants Committee. Other than for an election made prior to the approval of its application by NEPOOL, the election to be a Governance Only Member shall become effective beginning on the first annual meeting of the Participants Committee following notice of such election.

“Governance Participants” shall mean the Individual Participants and the NEPOOL Participants.

“Governance Rating” is (a) with respect to an electric generating unit or combination of units (other than a Distributed Generation Resource), (i) the Winter Capability of such unit or combination of units, or (ii) if no Winter Capability has been determined by the System Operator, the aggregate name plate rating of such unit or combination of units ; (b) with respect to Demand Response Resources, the highest adjusted capability value (determined in accordance with the Load Response Program) for those Demand Response Resources in the prior twelve (12) months; (c) for Distributed Generation Resources not participating in the New England Markets or the Load Response Program, the name plate rating of the Distributed Generation Resource; or (d) for Energy Efficiency Resources, the highest verified co-incident peak savings provided during the hours of the Load Response Program during the prior twelve (12) months. The Governance Rating of a Participant may be determined by the ISO in any reasonable manner which substantially complies with this definition.

“Governance Transmission Owner” for the purposes of this Agreement is an owner of PTF which makes its PTF available under the Tariff and owns a Local Network (as that term is defined in the Tariff) listed in Attachment E to the Tariff which is not a Publicly Owned Entity, including any affiliate of an owner of PTF that owns transmission facilities that are made available as part of such owner’s Local Network; provided that if an owner of PTF was not listed in Attachment E to the NEPOOL Open Access Transmission Tariff as that Tariff was in effect on May 10, 1999, the owner of PTF must also (1) own, or lease with rights equivalent to ownership, PTF with an original capital investment in its PTF as of the end of the most recent year for which figures are available from annual reports submitted to the Commission in Form 1 or any similar form containing comparable annualized data of at least \$30,000,000, and (2) provide transmission service to non-affiliated customers pursuant to an open access transmission tariff on file with the Commission.

“Government Entity” shall mean a municipality or other governmental agency located in New England which does not meet the definition of Publicly Owned Entity.

“Governmental Authority” shall mean the government of any nation, state, province or other political subdivision thereof, including any Entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

“Individual Participants” shall have the meaning set forth in the first paragraph hereof. As of the date of this Agreement, the Individual Participants are those Entities listed as such on Schedule 1 hereto.

“Information Policy” shall mean the policy on file with the Commission as part of the Tariff establishing guidelines regarding the information received, created and distributed by Governance Participants and ISO in connection with the New England Markets and the New England Transmission System.

“Installed Capacity Requirements” shall have the meaning set forth in Section III of the Tariff.

“Internal Market Monitor” shall have the meaning set forth in Section 9.4.2 of the Agreement.

“ISO” shall have the meaning set forth in the first paragraph above.

“ISO Board” shall mean the Board of Directors of ISO.

“ITC” shall mean an independent transmission company, as defined by the Commission.

“Large End User” shall mean an End User Participant which is considered for this purpose to be (a) a single end user with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least one (1) megawatt, or (b) a group of two or more corporate entities each with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least 0.35 megawatts that together totals at least one (1) megawatt.

“Load Response Program” shall mean the load response program included in the Market Rules.

“Load Response Resource” shall mean an Energy Efficiency Resource or Demand Response Resource.

“Load Response Resource Provider” shall mean an AR Provider which, together with its Related Persons, owns or controls Load Response Resources.

“Load Response Sub-Sector” shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(C) of this Agreement.

“Manuals” shall mean the manuals posted on the ISO website implementing the Market Rules that are adopted in accordance with this Agreement, as in effect from time to time. On the Operations Date, the Manuals shall consist in substance of the NEPOOL Manuals in effect immediately prior to the Operations Date.

“Market Monitoring and Mitigation Plan” shall mean those provisions of the Market Rules which provide for ISO’s market monitoring and market power mitigation for the New England Markets. On the Operations Date, the Market Monitoring and Mitigation Plan shall consist of Appendix A to the Market Rule 1.

“Markets Committee” shall mean the Markets Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.2.

“Market Rules” shall mean the rules for the administration of the New England Markets filed with the Commission in accordance with this Agreement and accepted by the Commission.

“Member Adjusted Voting Share” shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case minus the aggregate Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”;
- (b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector by (ii) the number of voting

members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

- (c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member's Provisional Member Fixed Voting Share.

“Member Fixed Voting Share” shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector), whether or not the member is in attendance, is the quotient obtained by dividing (i) the Sector Voting Share of the Sector to which the NEPOOL Participant or group of NEPOOL Participants which appointed the voting member belongs by (ii) the total number of voting members appointed by members of that Sector, adjusted, if necessary, to take into account (A) the manner in which the voting shares of End User Participants are to be determined while they are members of the Publicly Owned Entity Sector, and (B) any required change in the voting share of the Transmission Group Member, as determined in accordance with Section 7.3.2(b); and
- (b) for a voting member of an AR Sub-Sector whether or not the member is in attendance and until the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, is either 1-2/3% if the voting member represents a NEPOOL Participant or NEPOOL Participants which own or control, together with their Related Persons, more than 15 MW (or its equivalent) of Alternative Resources or 1% if the voting member represents less than 15 MW (or its equivalent) of Alternative Resources. When the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, the Member Fixed Voting Share for the voting member whether or not the voting member is in attendance will be the quotient obtained by dividing (i) the Fully Activated Sub-Sector Voting Share by (ii) the total number of voting members appointed by NEPOOL Participants of that AR Sub-Sector.

“Minimum Response Requirement” shall mean, with respect to a proposed amendment to this Agreement pursuant to Section 17.2.3, that the ballots received by the Balloting Agent from Governance

Participants relating to the proposed amendment of this Agreement before the end of the appropriate time specified in Section 17.2.3(d) must satisfy the following thresholds:

- (a) the sum of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), of the Governance Participant voting members whose ballots are received must equal at least fifty percent (50%); and
- (b) the Governance Participants whose voting members timely return ballots for or against the amendment must include Governance Participants that are represented by voting members having at least fifty percent (50%) of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), in each of a majority of the Sectors.

“**MW**” shall mean megawatts.

“**Natural Person Participant**” shall mean a Governance Participant who is also a natural person.

“**NECPUC**” shall mean the New England Conference of Public Utilities Commissioners, Inc., including any successor organization.

“**NEPOOL**” shall have the meaning set forth in the first paragraph hereof.

“**NEPOOL Participants**” shall mean the current and future parties to the RNA.

“**NERC**” shall mean the North American Electric Reliability Council, including any successor organization.

“**New England Control Area**” shall have the meaning set forth in Section I of the Tariff.

“**New England Markets**” shall mean the markets for electric Energy, capacity and certain ancillary services within the New England Control Area as set forth in the Market Rules.

“**Non-TO OATT Provisions**” shall mean all of the provisions of the OATT for which ISO has Section 205 rights under the Federal Power Act pursuant to the TOA.

“**NPCC**” shall mean the Northeast Power Coordinating Council, including any successor organization.

“**OATT**” shall mean Section II of the Tariff.

“**Operating Procedures**” shall mean the detailed operating procedures for operation of the System as in effect from time to time. On the Operations Date, the Operating Procedures shall consist of the procedures identified in Schedule 2.

“**Operating Year**” shall mean a calendar year. The first Operating Year shall commence on the Operations Date and continue until the following December 31, and the last Operating Year shall conclude on the date that this Agreement terminates.

“**Operations Date**” shall have the meaning set forth in the TOA.

“**Order 2000**” shall mean the Commission’s Order No. 2000, i.e., Regional Transmission Organizations, Order No. 2000, 65 Fed. Reg. 809 (January 6, 2000), FERC Stats. & Regs. ¶31,089 (1999), order on reh’g, Order No. 2000-A, 65 Fed. Reg. 12,088 (March 8, 2000), FERC Stats. & Regs. ¶31,092 (2000), aff’d, Public Utility District No. 1 of Snohomish County, Washington v. FERC, 272 F.3d 607 (D.C. Cir. 2001).

“**Participant Expenses**” shall mean those costs and expenses that are incurred pursuant to authorization of the Participants Committee and are not considered costs and expenses of ISO.

“**Participant Processes**” shall mean those processes for Governance Participants outlined in Section 7.1.1.

“**Participant Vote**” shall mean:

- (a) with respect to an amendment or proposed action of the Participants Committee, the sum of
 - (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector satisfying its Sector Quorum requirements and, in the case of amendments, including

Member Adjusted Voting Shares of Individual Participants; and (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements plus, in the case of amendments, the Member Fixed Voting Shares of Individual Participants, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

- (b) with respect to a proposed action of a Technical Committee, the sum of the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action.

“Participants Committee” shall mean the Participants Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.1 hereof.

“Party” or “Parties” shall have the meaning identified in the first paragraph of this Agreement.

“Planning Procedures” shall mean the guides, manuals, procedures and protocols for planning and expansion of the Transmission Facilities, as the same may be modified from time to time.

“Pool Transmission Facilities” or “PTF” shall have the meaning set forth in the Tariff.

“Participating Transmission Owner” or “PTO” shall have the meaning set forth in the Tariff.

“Power Year” shall mean a period of twelve (12) months commencing on June 1 of each year and ending on May 31 of the next calendar year.

“Principal Committees” shall mean the Participants Committee and the Technical Committees.

“Provisional Member Fixed Voting Share” shall have the meaning given it in the RNA.

“Provisional Member Group Seat” shall have the meaning given it in the RNA.

“Publicly Owned Entity” shall mean an Entity which is either a municipality or an agency thereof, or a body politic and public corporation created under the authority of one of the New England states, authorized to own, lease and operate electric generation, transmission or distribution facilities, or an electric cooperative, or an organization of any such entities.

“Publicly Owned Entity Sector” shall have the meaning set forth in Section 7.3.2(e) of this Agreement.

“PURPA” shall mean the Public Utility Regulatory Policies Act of 1978.

“Related Person” of a Governance Participant shall mean:

- (a) for all Governance Participants, either (i) a corporation, partnership, business trust, limited liability company or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by the Governance Participant, or (ii) a corporation, partnership, business trust or other business organization which owns directly or indirectly 10% or more of the stock or equity interest in the Governance Participant, (iii) a corporation, partnership, business trust or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by a corporation, partnership, business trust or other business organization which also owns 10% or more of the stock or equity interest in the Governance Participant; or (iv) a natural person, or a member of such natural person’s immediate family, who is, or within the last six (6) months has been, an officer, director, partner, employee, or representative in ISO activities of, or natural person having a material ongoing business or professional relationship directly related to New England Markets activities with, the Governance Participant or any corporation, partnership, business trust or other business organization related to the Governance Participant pursuant to clauses (i), (ii) or (iii) of this paragraph (a); and
- (b) for all Natural Person Participants, a Related Person is (i) a member of such Natural Person Participant’s immediate family, or (ii) any corporation, partnership, business trust or other business organization of which such Natural Person Participant, or a member of such Natural Person Participant’s immediate family, is, or within the last six (6) months has been, an officer, director, partner, employee, or with which a Natural Person Participant has, or within the last six (6) months has had, a material ongoing business or professional relationship directly related to New England Markets activities, or (iii) another Governance Participant

which, within the last 12 months has paid a portion of the Natural Person Participant's expenses under Section 14 of this Agreement, or (iv) a corporation, partnership, business trust or other business organization in which the Natural Person Participant owns equity with a fair market value in excess of \$50,000.

- (c) For all End User Participants which are also Government Entities, a Related Person is any Government Entity or Publicly Owned Entity directly Controlling, Controlled by, or under common Control with, such Entity. The term "Control" means the possession of the power to direct the management or policies of a Government Entity. A rebuttal presumption of Control of a Government Entity will be created when a majority of the governing body of such Entity can be removed without cause by an official of another Government Entity or Publicly Owned Entity or is composed of employees of another Government Entity or Publicly Owned Entity.
- (d) Notwithstanding the foregoing, for the purposes of this definition, an individual shall not be deemed to have or had a material ongoing business relationship directly related to New England Markets activities with any corporation, partnership, business trust, other business organization solely as a result of being served, as a customer, with electricity or gas.

"Reliability Committee" shall mean the Reliability Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.3.

"Reliability Standards" shall mean those rules, standards, procedures and protocols posted on the ISO website, as in effect from time to time, other than Operating Procedures, that establish the parameters relating to reliability matters for ISO's exercise of its authority over the System.

"Renewable Generation Resource" shall mean any electric generating facility in the New England Control Area that: (a) is defined as renewable generation under any New England state renewable portfolio standard; or (b) satisfies the criteria for a Small Power Production Facility under PURPA; or (c) primarily uses one or more of the following fuels, energy resources, or technologies: solar, wind, hydro, tidal, geothermal, or biomass; or (d) the Participants Committee determines is a Renewable Generation Resource.

"Renewable Generation Resource Provider" shall mean an AR Provider which, together with its Related Persons, owns or controls Renewable Generation Resources.

“Renewable Generation Sub-Sector” shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(A) of this Agreement.

“RNA” shall mean the Second Restated New England Power Pool Agreement, which restated for a second time by an amendment dated as of August 16, 2004 the New England Power Pool Agreement dated September 1, 1971, as the same may be amended and restated from time to time, governing the relationship among the NEPOOL Participants.

“RTO” shall mean an entity that complies with the requirements of Order 2000 and the Commission’s corresponding regulations for a regional transmission organization, as determined by the Commission, or a successor organization performing comparable functions.

“Sector” shall mean the AR Sector, End User Sector, Generation Sector, Publicly Owned Entity Sector, Supplier Sector, Transmission Sector, or any other Sector created pursuant to the terms of the RNA and Section 6.2.2(a) hereof.

“Sector Quorum” for a Sector shall mean the lesser of (a) fifty percent (50%) or more (rounded to the next higher whole number) of the voting members of the Sector, or (b) five (5) or more voting members of the Sector for the Participants Committee or three (3) or more voting members of the Sector for the Technical Committees.

“Sector Voting Share” shall mean:

- (a) for the AR Sector, the sum of the Member Fixed Voting Shares; and
- (b) for each active Sector (other than the AR Sector), the quotient obtained by dividing one hundred percent (100%) minus the Sector Voting Share for the AR Sector by the number of active Sectors (other than the AR Sector). For example, if there are five active Sectors (other than the AR Sector) and the AR Sector Voting Share is sixteen and two-thirds percent (16 2/3%), the Sector Voting Share of each of the other Sectors is also sixteen and two-thirds percent (16 2/3%). The aggregate Sector Voting Shares shall equal one hundred percent (100%).

“Settlement Agreement” shall mean the agreement dated August 20, 2004 among NEPOOL, ISO and the other parties thereto.

“Small End User” shall mean an End User Participant which does not otherwise meet the definition of Large End User or End User Organization.

“Supplier Sector” shall have the meaning set forth in Section 7.3.2(c) of this Agreement.

“System” shall mean Generation Facilities and Transmission Facilities.

“Tariff” shall mean ISO’s Transmission, Markets and Services Tariff, as amended from time to time.

“Technical Committees” shall have the meaning set forth in Section 8.2 of this Agreement.

“TOA” shall mean the Transmission Operating Agreement among ISO and the Participating Transmission Owners that are parties thereto, as the same may be amended from time to time.

“Transmission Committee” shall mean the committee whose responsibilities are specified in Section 8.2.4.

“Transmission Facilities” shall mean the Merchant Transmission Facilities, Other Transmission Facilities and Pool Transmission Facilities, as each such term is defined in the Tariff.

“Transmission Group Member” shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

“Transmission Sector” shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

“Winter Capability” shall mean, with respect to an electric generating unit or combination of units, the maximum dependable load carrying ability in kilowatts of such unit or units (exclusive of capacity required for station use) during the Winter Period, as determined by ISO.

“Winter Period” shall mean the eight-month period from October through May for each Power Year.

1.2 Interpretation. The terms “hereof,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

The terms “include” or “including” shall be interpreted as if the word “without limitation” immediately followed such terms.

Any reference to any Section, Subsection, Exhibit or Schedule contained in this Agreement shall refer to such Section, Subsection, Exhibit or Schedule as set forth in this Agreement, notwithstanding use of or failure to use the term “above,” “below,” “hereof,” “hereto,” or “herein” in connection with such reference.

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.

Any headings preceding the texts of the several Sections, Subsections, Exhibits and Schedules of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Unless expressly limited, all references to documents are references to documents as the provisions thereof may be amended, modified or waived from time to time or successor documents thereof.

NEW ENGLAND POWER POOL
SECOND RESTATED NEPOOL AGREEMENT

Reflecting the following Amendments:

Agreement No.	Dated as of	Effective
114	February 4, 2005	February 1, 2005
115	November 3, 2006	January 1, 2007
116	January 5, 2007	April 1, 2007
117	August 1, 2007	July 1, 2008
118	November 15, 2007	January 1, 2008
119	April 10, 2009	June 28, 2009
120	January 1, 2010	January 15, 2011
121	August 6, 2010	January 15, 2011
122	November 18, 2010	March 15, 2011
123	December 10, 2010	January 15, 2011
124	June 10, 2011	August 31, 2011
125	February 1, 2012	October 1, 2015
126	September 12, 2014	November 1, 2014
127	October 3, 2014	October 1, 2015
128	April 10, 2015	November 1, 2015
129	September 11, 2015	January 1, 2016
<u>130</u>	<u>April 7, 2017</u>	<u>September 20, 2017</u>
131	April 7, 2017	September 1, 2017

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1.50 Member Adjusted Voting Share

(a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case minus the ~~Provisional~~ aggregate Member Group Seat Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; and

(b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector which cast affirmative or negative votes on the matter by (ii) the number of voting members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

(c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member’s Provisional Member Fixed Voting Share.

1.51 Member Fixed Voting Share.

~~(a) for a member of the Provisional Member Group Seat, whether or not the member is in attendance, is the quotient obtained by dividing (i) the Provisional Member Group Seat Voting Share by (ii) the total number of Provisional Members in the Provisional Member Group Seat; and~~

(a) ~~(b)~~ for a voting member of each active Sector (other than the AR Sector), whether or not the member is in attendance, is the quotient obtained by dividing (i) the Sector Voting Share of the Sector to which the Participant or group of Participants which appointed the voting member belongs by (ii) the total number of voting members appointed by members of that Sector, adjusted, if necessary, to take into account (A) the manner in which the voting shares of End User Participants are to be determined while they are members of the Publicly Owned Entity Sector, and (B) any required change in the voting share of the Transmission Group Member, as determined in accordance with Section 6.2(b); and

(b) ~~(c)~~ for a voting member of an AR Sub-Sector whether or not the member is in attendance and until the sum of the Member Fixed Voting Shares of the Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, is either 1 2/3% if the voting member represents a Participant or Participants which own or control, together with their Related Persons, more than 15 MW (or its equivalent) of Alternative Resources or 1% if the

voting member represents less than 15 MW (or its equivalent) of Alternative Resources. When the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, the Member Fixed Voting Share for the voting member whether or not the voting member is in attendance will be the quotient obtained by dividing (i) the Fully Activated Sub-Sector Voting Share by (ii) the total number of voting members appointed by Participants in that Sub-Sector.

1.52 [Minimum Response Requirement](#) with respect to a proposed amendment to this Agreement means that the ballots received by the Balloting Agent from Participants relating to the proposed amendment before the end of the appropriate time specified in Section 6.11(c) must satisfy the following thresholds:

(a) the sum of the Member Fixed Voting Shares of the Participant voting members whose ballots are received must equal at least fifty percent (50%); and

(b) the Participants whose voting members timely return ballots for or against the amendment must include Participants that are represented by voting members having at least fifty percent (50%) of the Member Fixed Voting Shares in each of a majority of the activated Sectors.

1.53 [NECPUC](#) is the New England Conference of Public Utilities Commissioners, Inc., including any successor organization.

1.54 [NEPOOL](#) is the New England Power Pool, the voluntary unincorporated association organized under and governed by this Agreement, and the Entities collectively participating in the New England Power Pool as Participants.

1.55 [NEPOOL Vote](#):

(a) with respect to an amendment or proposed action of the Participants Committee is the sum of (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirements ~~and~~, (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a Participant or group of Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements ~~or which are Provisional, and (iii) the Members in~~ [Adjusted Voting Shares of the members of](#) the Provisional Member Group Seat [which cast an affirmative vote on the proposed action or amendment](#); and

(b) with respect to a proposed action of a Technical Committee is the sum of the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action.

1.66 [PTF or Pool Transmission Facilities](#) shall have the meaning set forth in the Tariff.

1.67 [Power Year](#) is the twelve (12) month period as defined in the Participants Agreement.

1.68 [Principal Committees](#) are the Participants Committee and the Technical Committees.

1.68A [Provisional Member](#) is a Participant which has (a) a verifiable interest in becoming a Participant but is not eligible to designate a voting member (other than in a Provisional Member Group Member) of a Sector (other than the End User Sector) and (b) either has (i) a valid application in the interconnection queue for which the ISO has completed a feasibility study; (ii) submitted a show of interest application in the Forward Capacity Market; (iii) executed an MPSA or TOA; (iv) a project in the most recently approved Regional System Plan; (v) requested a determination or has been determined by the Commission to have the necessary capabilities to carry out the responsibilities and functions of an independent transmission company pursuant to Attachment M of the ISO Open Access Transmission Tariff; or (vi) been determined by the Participants Committee or its designee to be eligible to be a Provisional Member. A Provisional Member that becomes eligible to designate an individual voting member of a Sector other than the End User Sector or is eligible to be represented by a group voting member (other than a Provisional Member Group Member) shall be obligated to promptly designate in a notice to the Secretary of the Participants Committee either (i) the voting member appointed by it for each Principal Committee and alternate of each such member; or (ii) the group voting member by which it shall be represented. Notwithstanding any other provision of this Agreement, such change in representation and/or Sector shall become effective beginning on the first day of the calendar month following the notice of such change.

[1.68B Provisional Member Fixed Voting Share for each member of the Provisional Member Group Seat is the quotient obtained by dividing \(i\) the Provisional Member Group Seat Voting Share by \(ii\) the total number of voting members in the Provisional Member Group Seat, whether or not the member is in attendance.](#)

1.68BC [Provisional Member Group Seat](#) is the group comprised of (i) all Provisional Members that are not Related Persons to Participants that are eligible to designate a voting member of a Sector (other than the End User Sector), (ii) all Small Standard Offer Service Providers that are not Related Persons to Participants that are eligible to designate a voting member of a Sector (other than the End User Sector), and (iii) solely for purposes of voting on matters related to the administration of the GIS, all GIS-Only Participants.

1.68CD [Provisional Member Group Seat Voting Share](#) shall be one percent (1%); provided, however, that if there are less than five (5) Provisional Members, the Provisional Member Group Seat Voting Share shall be 0.2% percent times the total number of Provisional Members.

SECTION 2

PURPOSE; EFFECTIVE DATE

2.1 Purpose. This Agreement is intended to (a) provide for certain understandings among the Participants concerning their collective, coordinated interactions with, and responsibilities to, each other and their collective interaction with the System Operator consistent with the Participants Agreement, (b) provide a stakeholder advisory process for the ISO in its role as the regional transmission organization for the New England Control Area, and (c) provide a vehicle for the participation by Publicly Owned Entities in such regional transmission organization.

2.2 Effective Date. The provisions of this Agreement become effective on the Effective Date and replace on that date the provisions of the First Restated NEPOOL Agreement.

SECTION 3

MEMBERSHIP

3.1 Membership.

(a) Those Entities that are Participants in NEPOOL on the Effective Date shall continue to be Participants. The Transmission Owners listed in Schedule 3.1 shall be deemed to have terminated their status as NEPOOL Participants immediately preceding the Effective Date and to have become Participants pursuant to this Agreement on the Effective Date. Any other Entity may, upon compliance with such reasonable conditions as the Participants Committee may prescribe, become a Participant by depositing a counterpart of this Agreement as theretofore amended, duly executed by it, with the Secretary of the Participants Committee, and a check in payment of the application fee described below.

(b) Any such Entity which satisfies the requirements of this Section 3.1 shall become a Participant, and this Agreement shall become fully binding and effective in accordance with its terms as to such Entity, as of the first day of the second calendar month following its satisfaction of such requirements; provided that an earlier or later effective time may be fixed by the Participants Committee with the concurrence of such Entity or by the Commission.

(c) The application fee to be paid by each Entity seeking to become a Participant (i) shall be in addition to the annual fee provided by Section 14.1 and (ii) shall be (1) \$500 for an applicant which qualifies for membership only as an End User Participant ~~or a Data-Only Participant,~~ (2) \$1,000 for ~~(i)~~ an applicant which together with its Related Persons owns or controls less than 5 MW (or its equivalent) of Alternative Resources and qualifies for membership as an AR Provider ~~or;~~ ~~(ii)~~ \$1,500 for an applicant which qualifies for membership as a Data-Only Participant or as a Provisional Member, and (4) \$5,000 for all other applicants, or such other amount as may be fixed by the Participants Committee.

**ONE HUNDRED THIRTIETH AGREEMENT AMENDING
NEW ENGLAND POWER POOL AGREEMENT
(Provisional Member / Data-Only Participant Clean-Up Changes)**

THIS ONE HUNDRED THIRTIETH AGREEMENT AMENDING NEW ENGLAND POWER POOL AGREEMENT, dated as of April 7, 2017 (“130th Agreement”), amends the New England Power Pool Agreement (the “NEPOOL Agreement”).

WHEREAS, effective February 1, 2005 the NEPOOL Agreement was amended by the One Hundred Seventh Agreement Amending New England Power Pool Agreement and restated as the Second Restated NEPOOL Agreement, and has subsequently been amended numerous times; and

WHEREAS, the Participants desire to amend further the Second Restated NEPOOL Agreement to reflect the revision detailed herein.

NOW, THEREFORE, upon approval of this 130th Agreement by the NEPOOL Participants Committee in accordance with the procedures set forth in the Second Restated NEPOOL Agreement, the Participants agree as follows:

**SECTION 1
AMENDMENTS**

1.1 Addition of Definition. The following definition is added to Section 1 of the Second Restated NEPOOL Agreement and inserted in the appropriate alphabetical order:

Provisional Member Fixed Voting Share for each member of the Provisional Member Group Seat is the quotient obtained by dividing (i) the Provisional Member Group Seat Voting Share by (ii) the total number of voting members in the Provisional Member Group Seat, whether or not the member is in attendance.

1.2 Amendment to Section 1.50. Section 1.50 (Member Adjusted Voting Share) is amended so that it reads as follows:

- (a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case minus the aggregate Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; and

- (b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector which cast affirmative or negative votes on the matter by (ii) the number of voting members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and
- (c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member's Provisional Member Fixed Voting Share.

1.3 Deletion of 1.51(a). Section 1.51(a) (the substance of which was moved to the Definition Section pursuant to Section 1.1 of this Agreement) and is deleted and sub-sections (b) and (c) re-numbered to reflect that deletion.

1.4 Amendment to Section 1.55. Sub-section (a) of Section 1.50 (NEPOOL Vote) is amended so that it reads as follows:

- (a) with respect to an amendment or proposed action of the Participants Committee is the sum of (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirements, (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a Participant or group of Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

1.5 Data-Only Participant Applicant Clean-up Amendment to Section 3.1(c). Section 3.1(c) (Membership) is amended to read as follows:

- (c) The application fee to be paid by each Entity seeking to become a Participant (i) shall be in addition to the annual fee provided by Section 14.1 and (ii) shall be (1) \$500 for an applicant which qualifies for membership only as an End User Participant, (2) \$1,000 for an applicant which together with its Related Persons owns or controls less than 5 MW (or its equivalent) of Alternative Resources and qualifies for membership as an AR Provider; (3) \$1,500 for an applicant which qualifies for membership as a Data-Only Participant or as a Provisional Member, and (4) \$5,000 for all other applicants, or such other amount as may be fixed by the Participants Committee.

SECTION 2
MISCELLANEOUS

- 2.1 This 130th Agreement shall become effective September 20, 2017, or on such other date as the Commission shall provide that the amendment reflected herein shall become effective.
- 2.2 Capitalized terms used in this 130th Agreement that are not defined herein shall have the meanings ascribed to them in the Second Restated NEPOOL Agreement.

**AMENDMENT NO. 10 TO
PARTICIPANTS AGREEMENT
(Provisional Member Clean-Up Changes)**

THIS AMENDMENT NO. 10 TO PARTICIPANTS AGREEMENT (“Amendment No. 10”) is made and entered into as of the 7th day of April, 2017 by and between ISO New England Inc. (the “ISO”) and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee (“NEPOOL”).

WHEREAS, the Participants Agreement by and among the ISO and NEPOOL became effective as of February 1, 2005 and has subsequently been amended nine times.

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 10 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

1. Amendments to Section 1.1 (Defined Terms).

- 1.1 Addition of Definitions. The following definitions are added to Section 1.1 of the Participants Agreement:

“Provisional Member Fixed Voting Share” shall have the meaning given it in the RNA.

“Provisional Member Group Seat” shall have the meaning given it in the RNA.

- 1.2 Amendment to Definition of “Member Adjusted Voting Share”. The definition of Member Adjusted Voting Share is amended so that it reads as follows:

(a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case minus the aggregate Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”;

(b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a

Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector by (ii) the number of voting members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

- (c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member's Provisional Member Fixed Voting Share.

1.3 Amendment to Definition of "Participant Vote". Sub-section (a) of the definition of Participant Vote is amended so that it reads as follows:

- (a) with respect to an amendment or proposed action of the Participants Committee, the sum of (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector satisfying its Sector Quorum requirements and, in the case of amendments, including Member Adjusted Voting Shares of Individual Participants; and (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements plus, in the case of amendments, the Member Fixed Voting Shares of Individual Participants, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

2. Effective Date. This Amendment No. 10 shall become effective on September 20, 2017 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.

3. Counterparts. Counterparts of this Amendment No. 10 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.

4. Governing Law. This Amendment No. 10 shall be governed by and enforced in accordance with the laws of the State of Delaware.

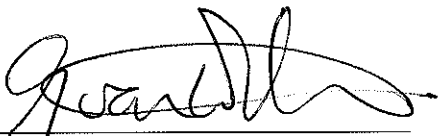
5. Miscellaneous. Terms used in this Amendment No. 10 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

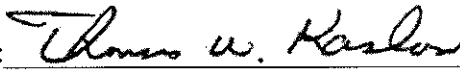
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IN WITNESS WHEREOF, the ISO and NEPOOL have caused this Amendment No. 10 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL
acting through the NEPOOL Participants
Committee

By: 
Name: Gordon van Welie
Title: President and Chief Executive Officer

By: 
Name: Thomas W. Kaslow
Title: Chair, NEPOOL Participants
Committee

NEPOOL PARTICIPANTS COMMITTEE
130th Agreement Vote Tally

<u>GENERATION SECTOR</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Dominion Energy Generation Marketing, Inc.	F	2.45		
Entergy Nuclear Power Marketing LLC	F	2.45		
FirstLight Power Resources Management, LLC	F	2.45		
Generation Group Member	F	2.45		
Nautilus Power, LLC	F	2.45		
NextEra Energy Resources, LLC	F	2.45		
Verso Maine Energy LLC	F	2.45		
Subtotal.....	7	17.125	0.000	0

While there were 13 voting members in the Generation Sector, only 7 voting members voted on this amendment. Because this satisfied the Sector Quorum Requirements for the Generation Sector, the Member Adjusted Voting Share for voting Participants was 2.45%.

<u>TRANSMISSION SECTOR</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Avangrid (CMP/UI)	F	3.43		
Emera (Emera Maine/Emera Energy)	F	3.43		
National Grid (New England Power Company)	F	3.43		
Eversource Energy	F	3.43		
Vermont Electric Power Company, Inc.	F	3.43		
Subtotal.....	5	17.125	0.000	0

The 5 voting members of the Transmission Sector voted on this amendment. Because this satisfied the Sector Quorum Requirements for the Transmission Sector, the Member Adjusted Voting Share for voting Participants was 3.43%.

<u>ALTERNATIVE RESOURCES SECTOR</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Renewable Generation Sub-Sector				
SunEdison	F	1.21		
Wheelabrator North Andover Inc.	F	1.21		
Small Group Member	F	1.21		
Distributed Generation Sub-Sector				
CLEAResult Consulting, Inc.	F	3.52		
Load Response Sub-Sector				
EnerNOC, Inc.	F	2.41		
Vermont Energy Investment Corporation	F	2.41		
Small Group Member	F	2.41		
Subtotal.....	7	14.375	0.000	0

The Distributed Generation and Load Response Sub-Sectors satisfied their Sub-Sector Quorum Requirements; the Renewable Generation Sub-Sector did not. Accordingly, member voting shares were adjusted as noted above.

<u>SUPPLIER SECTOR</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Calpine Energy Services	F	1.32		
Competitive Energy Services, LLC	F	1.32		
Consolidated Edison Energy, Inc.	F	1.32		
Cross-Sound Cable Company	F	1.32		
DC Energy, LLC	F	1.32		
Direct Energy Business, LLC	F	1.32		
Dynegy Marketing and Trade, LLC	F	1.32		
Exelon Generation Company	F	1.32		
Galt Power, Inc.	F	1.32		
H.Q. Energy Services (U.S.) Inc.	F	1.32		
Long Island Lighting Company d/b/a LIPA	F	1.32		
Maine Power, LLC	F	1.32		
PSEG Energy Resources & Trade LLC	F	1.32		
Vitol Inc.	A			1
Subtotal.....	13	17.125	0.000	1

While there were 126 full voting members in the Supplier Sector, only 13 votes were cast on this amendment (abstentions are not counted). Because this satisfied the Sector Quorum Requirements for the Supplier Sector, the Member Adjusted Voting Share for full voting Participants was 1.32%.

<u>END USER SECTOR</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Associated Industries of Massachusetts	F	0.78		
Bath Iron Works Corporation	F	0.78		
Connecticut Office of Consumer Counsel	F	0.78		
Conservation Law Foundation	F	0.78		
Elektrisola, Inc.	F	0.78		
Fairchild Semiconductor Corporation	F	0.78		
Food City, Inc.	F	0.78		

NEPOOL PARTICIPANTS COMMITTEE
130th Agreement Vote Tally

<u>END USER SECTOR (cont.)</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Garland Manufacturing Company	F	0.78		
Hammond Lumber Company	F	0.78		
Harvard Dedicated Energy Limited	F	0.78		
High Liner Foods (USA) Inc.	F	0.78		
Industrial Energy Consumer Group	F	0.78		
King Forest Industries, Inc.	F	0.78		
Maine Public Advocate Office	F	0.78		
Maine Skiing, Inc.	F	0.78		
Mass. Attorney General's Office	F	0.78		
The Moore Company	F	0.78		
Natural Resources Defense Council	F	0.78		
PowerOptions, Inc.	F	0.78		
St. Anselm College	F	0.78		
Shipyard Brewing Co., LLC	F	0.78		
Utility Services Inc.	A			1
Z-TECH, LLC	F	0.78		
Subtotal.....	22	17.125	0.000	1

While there were 40 voting members in the End User Sector, only 22 members voted on this amendment (abstentions are not counted). Because this satisfied the Sector Quorum Requirements for the End User Sector, the Member Adjusted Voting Share for voting Participants was 0.78%.

<u>PUBLICLY OWNED ENTITY SECTOR</u>	Votes *	<u>IN FAVOR</u>	<u>OPPOSED</u>	<u>ABSTAINED</u>
Ashburnham Municipal Light Plant	F	0.40		
Belmont Municipal Light Department	F	0.40		
Braintree Electric Light Department	F	0.40		
Boylston Municipal Light Department	F	0.40		
Chester Municipal Light Department	F	0.40		
Chicopee Municipal Lighting Plant	F	0.40		
Concord Municipal Light Plant	F	0.40		
Conn. Municipal Electric Energy Cooperative	F	0.40		
Danvers Electric Division	F	0.40		
Georgetown Municipal Light Department	F	0.40		
Groton Electric Light Department	F	0.40		
Groveland Electric Light Department	F	0.40		
Hingham Municipal Lighting Plant	F	0.40		
Holden Municipal Light Department	F	0.40		
Holyoke Gas & Electric Department	F	0.40		
Hull Municipal Lighting Plant	F	0.40		
Ipswich Municipal Light Department	F	0.40		
Littleton (MA) Electric Light Department	F	0.40		
Mansfield Municipal Electric Department	F	0.40		
Marblehead Municipal Light Department	F	0.40		
Mass. Development Finance Agency	F	0.40		
Mass. Municipal Wholesale Electric Company	F	0.40		
Merrimac Municipal Light Department	F	0.40		
Middleborough Gas and Electric Department	F	0.40		
Middleton Municipal Electric Department	F	0.40		
New Hampshire Electric Cooperative, Inc.	F	0.40		
Pascoag Utility District	F	0.40		
Paxton Municipal Light Department	F	0.40		
Peabody Municipal Light Plant	F	0.40		
Princeton Municipal Light Department	F	0.40		
Rowley Municipal Lighting Plant	F	0.40		
Russell Municipal Light Department	F	0.40		
Shrewsbury's Electric & Cable Operations	F	0.40		
South Hadley Electric Light Department	F	0.40		
Sterling Municipal Electric Light Department	F	0.40		
Stowe (VT) Electric Department	F	0.40		
Taunton Municipal Lighting Department	F	0.40		
Templeton Municipal Lighting Plant	F	0.40		
Wakefield Municipal Gas and Light Department	F	0.40		
Wallingford, Town of	F	0.40		
Wellesley Municipal Light Plant	F	0.40		
West Boylston Municipal Lighting Plant	F	0.40		
Westfield Gas & Electric Light Department	F	0.40		
Subtotal.....	43	17.125	0.000	0

While there were 57 voting members in the Publicly Owned Entity Sector, only 43 members voted on this amendment. Because this satisfied the Sector Quorum Requirements for the Publicly Owned Entity Sector, the Member Adjusted Voting Share for voting Participants was 0.40%.

TOTAL	97	100.000	0.000	2
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*Votes: F = In Favor
 *Votes: O = Opposed
 *Votes: A = Abstention

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