

April 1, 2014

**Via eTariff Filing**

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

Re: New England Power Pool - FERC Docket No. ER14- \_\_\_\_\_ -000  
Terminations of NEPOOL Memberships

Dear Secretary Bose:

The New England Power Pool (“NEPOOL”) Participants Committee<sup>1</sup> hereby submits this transmittal letter electronically along with materials supporting the termination of the membership of the following Participants:

- Ansonia Generation, LLC (“Ansonia”);
- Concord Steam Corporation (“Concord Steam”);
- OBE Electric, LLC (“OBE Electric”);
- ResCom Energy LLC (“ResCom”); and
- People’s Power and Gas LLC (“PP&G”).

These materials are submitted in order to terminate the Participant status of Ansonia, Concord Steam, OBE Electric, ResCom; and PP&G (collectively, the “Terminating Participants”).

**I. VOLUNTARY TERMINATION OF MEMBERSHIPS: Ansonia, Concord Steam, OBE Electric, ResCom**

Pursuant to Section 16.1(a) of the Second Restated NEPOOL Agreement, “[a]ny Participant shall have the right to terminate its status as a Participant upon no less than sixty (60) days’ prior written notice given to the Secretary of the Participants Committee.” Ansonia, Concord Steam, OBE Electric, and ResCom have each provided such notice, requesting waiver of the 60 days’ notice requirement. (*See* Attachments 2-5). Ansonia and Concord Steam requested that termination of their status as a Participant be made effective as of March 1, 2014;

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<sup>1</sup> Capitalized terms used but not defined in this filing are intended to have the same meaning given to such terms in the Second Restated New England Power Pool Agreement (the “Second Restated NEPOOL Agreement”), the Participants Agreement, or the ISO New England Inc. (“ISO-NE”) Transmission, Markets and Services Tariff (“ISO-NE Tariff”).

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OBE Electric and ResCom, April 1, 2014. If the terminations of the Ansonia and Concord Steam memberships are accepted for filing by the Commission, each will be excused from their obligations to pay Pool charges and relieved of their other Pool obligations and responsibilities incurred, from and after March 1, 2014 for both OBE Electric and ResCom, and from and after April 1, 2014 for both OBE Electric and ResCom.

## II. INVOLUNTARY TERMINATION OF MEMBERSHIP: PP&G

PPG was suspended from the New England Markets on January 29, 2014 as a result of a Material Adverse Change in its financial status and a Financial Assurance Default. PP&G has also been in a Payment Default since February 21, 2014 as a result of its failure to pay its February 18, 2014 invoice, which was due to be paid to ISO-NE on February 20, 2014. Despite notice of these Defaults, PP&G has not cured the Defaults. In light of the foregoing, and other circumstances,<sup>2</sup> it is clear that PP&G cannot reasonably be expected to cure either of its Defaults or otherwise fully discharge its NEPOOL payment obligations.

In accordance with Section 16.1(d) of the Second Restated NEPOOL Agreement and the Termination Protocol,<sup>3</sup> the ISO-NE Vice President & Chief Financial and Compliance Officer recommended to the Chair of the Membership Subcommittee that termination proceedings be initiated against PP&G (*see* Attachment 6). The Membership Subcommittee Chairman directed the undersigned to initiate the termination of the Participant status of PP&G. If the PP&G termination is accepted for filing by the Commission, PP&G's status as a NEPOOL and Market Participant will be terminated and PP&G will be excused from any further obligations to pay Pool charges and relieved of any further Pool obligations and responsibilities incurred, from and after the requested effective date for the PP&G termination – April 1, 2014.<sup>4</sup>

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<sup>2</sup> For example, PP&G similarly failed to pay amounts due to PJM Interconnection, L.L.C. (“PJM”) and the New York Independent System Operator, Inc. (“NYISO”). PJM has filed to permanently terminate PP&G's PJM membership. *See* Revisions to OA Schedule 12/RAA Schedule 17 to remove CCES & People's Power, *PJM Interconnection, L.L.C.*, Docket No. ER14-1435 (Mar. 6, 2014) (“PJM Filing”). The PJM Filing is pending as of the date of this filing. On Jan. 14, NYISO provided notice to the Commission of the termination of PP&G from the NYISO-administered markets as a result of a PP&G breach of the billing and payment provisions of the NYISO's tariffs. *See* Termination of People's Power & Gas, LLC from the ISO-Administered Markets (Jan. 13, 2014) (available in eLibrary at <http://elibrary.ferc.gov/idmws/common/opennat.asp?fileID=13437856>).

<sup>3</sup> The Termination Protocol is included herewith as Attachment 7.

<sup>4</sup> An April 1, 2014 effective date will ensure that PP&G will not be assessed a share of Participant Expenses for the month of April. As noted above, PP&G has ceased paying amounts invoiced to it, including its share of Participant Expenses. Termination as of April 1, 2014 will minimize the risk that further amounts invoiced to PP&G will have to be paid by other Market Participants under the Billing Policy's payment shortfall allocation methodology.

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### III. REQUESTED EFFECTIVE DATES

Expedited consideration of the termination of the Participant status of Terminating Participants is requested. Accordingly, the NEPOOL Participants Committee requests that the Commission waive any applicable notice requirements to permit the following effective dates:

- **March 1, 2014** for the voluntary termination of the NEPOOL Participant status of Ansonia and Concord.
- **April 1, 2014** for the voluntary termination of the NEPOOL Participant status of OBE Electric and ResCom, and the involuntary termination of PP&G.<sup>5</sup>

The NEPOOL Participants Committee further requests that the eTariff record effective date be set at the earlier of the effective dates requested immediately above, or March 1, 2014.<sup>6</sup>

### IV. ADDITIONAL SUPPORTING INFORMATION

The Membership Subcommittee has reviewed the materials submitted by Ansonia, Concord Steam, OBE Electric, and ResCom, and has approved the termination of their status as Participants in NEPOOL. Termination of the Participant status of PP&G has, as noted above, been recommended and directed. Accordingly, the following materials are submitted herewith for filing:

- The list of NEPOOL Participants from the Second Restated NEPOOL Agreement, which has been marked to show the removal of Terminating Participants from the list of NEPOOL Participants (Attachment 1);

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<sup>5</sup> To the extent the Commission determines that certain filing requirements have not been met fully, the NEPOOL Participants Committee respectfully requests waiver of such requirements in order for the termination of the Participant status of Terminating Participants to be accepted as noted in Sections II and III. No party will be adversely affected by the waivers requested in these circumstances.

<sup>6</sup> The Commission has relieved NEPOOL of the requirement to file changes to the NEPOOL Agreement in tariff format. *ISO New England, Inc. and New England Power Pool*, 95 FERC ¶ 61,384 at 62,441-42 (2001). Accordingly, the NEPOOL Agreement has not been filed formally as an eTariff pursuant to Order No. 714. However, proposed changes to the NEPOOL Agreement are still required to be filed with the Commission with enough information provided to permit the Commission to view the proposed changes in the context of the composite Agreement, *Id.* at 62,442. As a matter of administrative efficiency and convenience, these materials, including Attachment 1 included herewith marked to show the removal of Terminating Participants from the list of NEPOOL Participants, was submitted using the Commission's eTariff system. A composite list of NEPOOL Participants is posted on the NEPOOL website at: [http://www.nepool.com/uploads/C-list\\_of\\_nepool\\_participants.pdf](http://www.nepool.com/uploads/C-list_of_nepool_participants.pdf). A composite copy of the Second Restated NEPOOL Agreement is posted at: [http://www.nepool.com/uploads/Op-2d\\_RNA.pdf](http://www.nepool.com/uploads/Op-2d_RNA.pdf).

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- A letter from Ansonia requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 2);
- A letter from Concord Steam requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 3);
- A letter from OBE Electric requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 4);
- A letter from ResCom requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 5);
- Letter from Robert Ludlow, ISO-NE Vice President & Chief Financial and Compliance Officer, to Michael Lynch, Membership Subcommittee Chairman, recommending the termination of PP&G as a result of pending Payment and Financial Assurance Defaults (Attachment 6);
- Termination Protocol as adopted by the Participants Committee (Attachment 7); and
- A list of governors and utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont to which a copy of this filing has been sent (Attachment 8).

The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to terminate the Participant status of Terminating Participants in NEPOOL. Therefore, no comparisons of the transactions and revenues or cost data are submitted. No additional facilities are to be installed or modified by the Participants in order for the Participant status of Ansonia, Concord Steam, OBE Electric, ResCom, and PP&G to be terminated pursuant to the Second Restated NEPOOL Agreement.

An electronic copy of this filing has been furnished to all the members and alternates of the Participants Committee, which represent all of the electric utilities rendering or receiving service under the ISO-NE Tariff,<sup>7</sup> as well as each of the independent power producers, power marketers, power brokers, load aggregators, customer-owned utility systems, merchant transmission providers, developers, and end users that are currently Participants in the Pool. 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 which comprise the New

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<sup>7</sup> The Commission approved the settlement agreement pursuant to which the regional transmission organization for New England (the "RTO") was established. *ISO New England Inc. et al.*, 109 FERC ¶ 61,147 (2004). Activation of the RTO was noticed in accordance with the settlement agreement and became effective on Feb. 1, 2005. *See also* Order Authorizing RTO Operations, *ISO New England Inc. et al.*, 110 FERC ¶ 61,111 (2005).

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England Control Area, to the New England Conference of Public Utilities Commissioners, Inc.,  
and to the Executive Director of the New England States Committee on Electricity.

Correspondence and communications regarding this filing should be addressed as  
follows:

Heather Latka  
Senior Membership Support Analyst  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
Tel: 413-535-4328  
Fax: 413-540-4680  
E-mail: [hlatka@iso-ne.com](mailto:hlatka@iso-ne.com)

Patrick M. Gerity, Esq.  
Counsel, NEPOOL Participants Committee  
Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-3499  
Tel: 860-275-0533  
Fax: 860-881-2505  
E-mail: [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

Respectfully submitted,

NEPOOL PARTICIPANTS  
COMMITTEE

By:   
Patrick M. Gerity  
Its Counsel

Attachments

cc: Terminating Participants  
NEPOOL Participants Committee Members and Alternates  
Governors, Utility Regulatory Agencies, and others identified on Attachment 8

**ATTACHMENT 1**

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Participant Name	Effective Date of Membership if after 6/30/2000
511 Plaza, LP	4/1/2006
511 Plaza Energy, LLC	4/1/2006
Abest Power & Gas, LLC	2/1/2013
Acushnet Company	6/1/2010
Advanced Power Services (NA) Inc.	9/1/2007
Aequitas Energy, Inc.	9/1/2012
Algonquin Energy Services Inc	5/1/2010
Ambit Northeast LLC	5/1/2012
Ameresco CT LLC	2/1/2010
Ameresco DR, LLC	6/1/2010
American PowerNet Management, LP	12/1/2009
Ampersand Energy Partners LLC	1/1/2008
<del>Ansonia Generation, LLC</del>	<del>9/1/2007</del>
Anthony, Christopher M.	6/1/2011
Ashburnham Municipal Light Plant	
Associated Industries of Massachusetts	
Backyard Farms, LLC	9/1/2009
Backyard Farms Energy, LLC	9/1/2009
Barclays Bank PLC	11/1/2004
BBPC LLC d/b/a Great Eastern Energy	4/1/2012
Beacon Power, LLC	5/1/2012
Bear Swamp Power Company LLC	6/1/2005
Belmont Municipal Light Department	
Berkshire Power Company, LLC	9/1/2006
Berlin Station, LLC	10/1/2011
Black Bear HVGW, LLC	12/1/2010
Black Bear Hydro Partners, LLC	9/1/2009
Black Bear SO, LLC	10/1/2013
Blackstone Hydro, Inc.	12/1/2004
Blue Pilot Energy, LLC	4/1/2011
Blue Sky East, LLC	8/1/2012

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Participant Name	Effective Date of Membership if after 6/30/2000
Commonwealth of Massachusetts (Division of Capital Asset Management)	6/1/2010
Competitive Energy Services, LLC	1/1/2009
Comverge, Inc.	7/1/2007
Concord Municipal Light Plant	
<del>Concord Steam Corporation</del>	<del>7/1/2008</del>
Connecticut Central Energy, LLC	1/1/2007
Connecticut Gas & Electric, Inc.	5/1/2011
Connecticut Jet Power LLC	
Connecticut Light and Power Company, The	
Connecticut Municipal Electric Energy Cooperative	
Connecticut Resources Recovery Authority	7/1/2003
Connecticut Transmission Municipal Electric Energy Cooperative	5/1/2011
Conservation Law Foundation	6/1/2006
Conservation Services Group, Inc.	6/1/2001
Consolidated Edison Co. of New York, Inc.	
Consolidated Edison Development, Inc.	
Consolidated Edison Energy, Inc.	
Consolidated Edison Solutions, Inc.	
Constellation Energy Power Choice, Inc.	6/1/2006
Constellation NewEnergy, Inc.	
Covanta Energy Marketing, LLC	12/1/2010
Covanta Haverhill Associates, LP	9/1/2007
Covanta Maine LLC	
Covanta Projects of Wallingford, LP	7/1/2010
CP Energy Marketing (US) Inc.	10/1/2009
CPV Towantic, LLC	7/1/2008
Cross-Sound Cable Company, LLC	6/1/2002



Participant Name	Effective Date of Membership if after 6/30/2000
Narragansett Electric Company	
Negawatt Business Solutions	7/1/2013
NEPM II, LLC	3/1/2012
New Brunswick Energy Marketing Corporation	12/1/2008
New England Confectionery Company Inc.	12/1/2008
New England Independent Transmission Company, LLC	10/1/2007
New England Power Company	
New England Wire Technologies Corporation	6/1/2005
New Hampshire Electric Cooperative, Inc.	
New Hampshire Industries, Inc.	9/1/2003
New Hampshire Office of Consumer Advocate	12/1/2001
New Hampshire Transmission, LLC	6/1/2010
New York State Electric & Gas, Inc.	8/1/2000
NextEra Energy Power Marketing, LLC.	
NextEra Energy Maine, Inc.	10/1/2010
NextEra Energy Resources, LLC	
NextEra Energy Seabrook LLC	10/1/2010
Noble Americas Energy Solutions LLC	8/1/2002
Noble Americas Gas & Power Corp.	5/1/2010
Noble Environmental Power, LLC	10/1/2007
North America Power Partners LLC	6/1/2010
North American Power and Gas, LLC	1/1/2010
North Attleborough Electric Department	
North Eastern States, Inc.	5/1/2013
Northern States Power Company	9/1/2005
Norwalk Power LLC	
Norwood Municipal Light Department	
NRG Canal, LLC	
NRG Power Marketing, LLC	
NSTAR Electric Company	
Number Nine Wind Farm LLC	9/1/2010
Nxegen, LLC	6/1/2012
NYSEG Solutions, Inc.	
Oasis Power, LLC d/b/a Oasis Energy	1/1/2014
<del>OBE Electric, LLC</del>	<del>9/1/2012</del>
Ontario Power Generation Energy Trading, Inc.	5/1/2011
Ontario Power Generation Inc.	2/1/2006
Open Book Energy, LLC	9/1/2010
Order of St. Benedict of New Hampshire, d/b/a St. Anselm College	2/1/2005

Participant Name	Effective Date of Membership if after 6/30/2000
Pacific Summit Energy, LLC	3/1/2014
PalletOne Energy LLC	4/1/2008
PalletOne of Maine	4/1/2008
Palmco Power CT, LLC	7/1/2009
Palmco Power MA, LLC	3/1/2012
Parkview Adventist Medical Center	1/1/2005
Parkview AMC Energy, LLC	1/1/2005
Pascoag Utility District	
Patriot Partnership LLC	3/1/2008
Pawtucket Power Holding Company	6/1/2007
Paxton Municipal Light Department	
Peabody Municipal Light Plant	
<del>People's Power and Gas LLC</del>	<del>6/1/2011</del>
Perigee Energy, LLC	9/1/2012
Pioneer Hydro Electric Co., Inc.	11/1/2013
Plainfield Renewable Energy, LLC	5/1/2009
Plymouth Rock Energy, LLC	1/1/2012
PNE Energy Supply LLC	6/1/2011
Power Bidding Strategies, LLC	1/1/2006
Powerex Corp.	8/1/2003
PowerOptions, Inc.	
Power Supply Services, LLC	10/1/2013
PPL EnergyPlus Co.	
Praxair, Inc.	
Princeton Municipal Light Department	8/1/2007
Provider Power CT, LLC	7/1/2013
Provider Power Mass, LLC	5/1/2013
PSEG Energy Resources & Trade LLC	11/1/2000
PSEG New Haven LLC	2/1/2012
Public Power, LLC	4/1/2010
Public Service Company of New Hampshire	
Putnam Hydropower, Inc.	3/1/2010
Rainbow Energy Marketing Corporation	7/1/2003
RBC Energy Services LP	4/1/2008
Reading Municipal Light Plant	
Record Hill Wind LLC	7/1/2008
ReEnergy Sterling CT Limited Partnership	3/1/2011
ReEnergy Stratton Energy LLC	12/1/2004
Reliant Energy Northeast LLC	5/1/2011
REP Energy LLC	9/1/2010
Repsol Energy North American Corporation	11/1/2011
<del>ResCom Energy LLC</del>	<del>11/1/2009</del>

**ATTACHMENT 2**

## ANSONIA GENERATION LLC

c/o Sasco River Advisors LLC  
75 Sasco River Lane  
Southport, CT 06890

March 12, 2014

David T. Doot  
Secretary, NEPOOL Participants Committee  
c/o Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-1212  
[dtdoot@daypitney.com](mailto:dtdoot@daypitney.com)

Customer Support  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
[custserv@iso-ne.com](mailto:custserv@iso-ne.com)

**RE: Ansonia Generation, LLC (“Ansonia”)  
Notice of Intent to Terminate NEPOOL Membership and Market Participant Status**

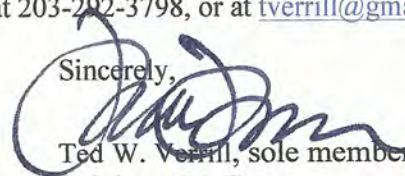
Please accept this letter as notice of termination of Ansonia’s NEPOOL membership and the Market Participant Service Agreement by and between Ansonia and ISO New England Inc (the “MPSA”).<sup>1</sup> Ansonia requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of March 1, 2014, and further requests, if and to the extent necessary, that the NEPOOL Participants Committee waive the sixty days’ notice of termination of membership requirement set forth in Section 16.1(a) of the Second Restated NEPOOL Agreement.

Ansonia understands that this termination of NEPOOL membership must be accepted by the Federal Energy Regulatory Commission and that, until such time as it is accepted, Ansonia will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

Ansonia further understands that termination of the MPSA and the termination of Ansonia’s status as a NEPOOL member does not affect any obligation of, or to, Ansonia arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the Tariff. In particular, Ansonia hereby acknowledges its obligation to pay all of its NEPOOL and ISO New England Inc. expenses incurred while a NEPOOL member and participant in the New England Markets.

If you have any questions I can be reached at 203-202-3798, or at [tverrill@gmail.com](mailto:tverrill@gmail.com).

Sincerely,



Ted W. Verrill, sole member of Sasco River Advisors LLC

Managing Member of Ansonia Generation LLC

cc: Patrick M. Gerity, Esq., [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

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<sup>1</sup> The MPSA with Ansonia (50904) is reported by ISO New England as MPSA No. 271.

**ATTACHMENT 3**



David T. Doot  
Secretary, NEPOOL Participants  
Committee  
c/o Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-1212  
[dt\\_doot@daypitney.com](mailto:dt_doot@daypitney.com)

Customer Support  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
[custserv@iso-ne.com](mailto:custserv@iso-ne.com)

**RE: Concord Steam Corporation Notice of Intent to Terminate NEPOOL  
Membership and Market Participant Status**

Please accept this letter as notice of termination of Concord Steam Corporation's (CSC) NEPOOL membership and the Market Participant Service Agreement by and between CSC and ISO New England Inc (the "MPSA").<sup>1</sup> CSC requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of March 1, 2014, and further requests, if and to the extent necessary, that the NEPOOL Participants Committee waive the sixty days' notice of termination of membership requirement set forth in Section 16.1(a) of the Second Restated NEPOOL Agreement.

CSC understands that this termination of NEPOOL membership must be accepted by the Federal Energy Regulatory Commission and that, until such time as it is accepted, CSC will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

CSC further understands that termination of the MPSA and the termination of CSC's status as a NEPOOL member does not affect any obligation of, or to, CSC arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the Tariff. In particular, CSC hereby acknowledges its obligation to pay all of its NEPOOL and ISO New England Inc. expenses incurred while a NEPOOL member and participant in the New England Markets.

If you have any questions I can be reached at 603-224-1461.

Peter Bloomfield, Pres.

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<sup>1</sup> The MPSA with [Participant Name Abbreviation] is reported by ISO New England as MPSA No. [ ].

**ATTACHMENT 4**

**OBE Electric, LLC  
30 Keyes Way  
North Andover, MA 01845**

March 12th, 2014

David T. Doot  
Secretary, NEPOOL Participants Committee  
c/o Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-1212  
[dtdoot@daypitney.com](mailto:dtdoot@daypitney.com)

Customer Support  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
[custserv@iso-ne.com](mailto:custserv@iso-ne.com)

**RE: OBE Electric, LLC (“OBE Electric”)  
Notice of Intent to Terminate NEPOOL Membership and Market Participant Status**

Please accept this letter as notice of termination of OBE Electric’s NEPOOL membership and the Market Participant Service Agreement by and between OBE Electric and ISO New England Inc (the “MPSA”).<sup>1</sup> OBE Electric requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of April 1, 2014, and further requests, if and to the extent necessary, that the NEPOOL Participants Committee waive the sixty days’ notice of termination of membership requirement set forth in Section 16.1(a) of the Second Restated NEPOOL Agreement.

OBE Electric understands that this termination of NEPOOL membership must be accepted by the Federal Energy Regulatory Commission and that, until such time as it is accepted, OBE Electric will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

OBE Electric further understands that termination of the MPSA and the termination of OBE Electric’s status as a NEPOOL member does not affect any obligation of, or to, OBE Electric arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the Tariff. In particular, OBE Electric hereby acknowledges its obligation to pay all of its NEPOOL and ISO New England Inc. expenses incurred while a NEPOOL member and participant in the New England Markets.

If you have any questions I can be reached at 716-639-7707 ext: 12; [mmiller@ecmcompany.com](mailto:mmiller@ecmcompany.com).

Sincerely,



Marguerite Miller  
Vice President  
OBE Electric, LLC

cc: Patrick M. Gerity, Esq., [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

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<sup>1</sup> The MPSA with OBE Electric (51455) is reported by ISO New England as MPSA No. 521.



**ATTACHMENT 5**

March 5, 2014,

David T. Doot  
Secretary, NEPOOL Participants Committee  
c/o Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-1212  
[dtdoot@daypitney.com](mailto:dtdoot@daypitney.com)

Customer Support  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
[custserv@iso-ne.com](mailto:custserv@iso-ne.com)

**RE: ResCom Energy, LLC Notice of Intent to Terminate NEPOOL Membership and Market Participant Status**


Please accept this letter as notice of termination of ResCom Energy LLC's ("ResCom's") NEPOOL membership and the Market Participant Service Agreement by and between ResCom and ISO New England Inc (the "MPSA").<sup>1</sup> ResCom requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of April 1, 2014, and further requests, if and to the extent necessary, that the NEPOOL Participants Committee waive the sixty days' notice of termination of membership requirement set forth in Section 16.1(a) of the Second Restated NEPOOL Agreement.

ResCom understands that this termination of NEPOOL membership must be accepted by the Federal Energy Regulatory Commission and that, until such time as it is accepted, ResCom will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

ResCom further understands that termination of the MPSA and the termination of ResCom's status as a NEPOOL member does not affect any obligation of, or to, ResCom arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the Tariff. In particular, ResCom hereby acknowledges its obligation to pay all of its NEPOOL and ISO New England Inc. expenses incurred while a NEPOOL member and participant in the New England Markets.

If you have any questions I can be reached at (203) 334-5532 x3012.

Sincerely,

  
David Cohen  
President

cc: Patrick M. Gerity, Esq., [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

<sup>1</sup> The MPSA with ResCom is reported by ISO New England as MPSA No. 405

**ATTACHMENT 6**



**Robert C. Ludlow**  
**Vice President & Chief Financial and Compliance Officer**

February 27, 2014

Mr. Michael Lynch  
Chairman, NEPOOL Participants Committee Membership Subcommittee  
c/o Massachusetts Municipal Wholesale Electric Company  
[mlynch@mmwec.org](mailto:mlynch@mmwec.org)

**VIA E-MAIL**

Dear Mike:

Pursuant to Section 16.1(d) of the Second Restated NEPOOL Agreement and the termination protocol adopted by the Participants Committee Meeting at its April 6, 2001 meeting, ISO New England ("ISO-NE") is recommending that NEPOOL initiate Termination Proceedings for People's Power & Gas, LLC. ("PPG"). The recommendation is due to long-standing Financial Assurance and Payment Defaults under the ISO-NE Billing Policy.

PPG was suspended on January 29, 2014 as a result of a Material Adverse Change in financial status and Financial Assurance Default. PPG has also been in a Payment Default since February 21, 2014 as a result of its failure to pay its February 18, 2014 invoice, which was due on February 20, 2014. Despite notice of these Defaults, PPG has not cured the Defaults. Each of these Defaults is a Level 2 Default, with the Financial Assurance Default considered a new Financial Assurance Default the first day of each calendar month that the Default exists.

Accordingly, in accordance with the termination protocol, ISO-NE recommends that NEPOOL initiate Termination Proceedings for PPG. Please feel free to contact me at 413-535-4014 should you have any questions regarding the above information.

Sincerely,

*/s/ Robert Ludlow*

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Robert Ludlow  
Vice President & Chief Financial and Compliance Officer

cc: Pat Gerity, NEPOOL Counsel, [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

**ATTACHMENT 7**

## **PROTOCOL FOR THE INITIATION OF MEMBERSHIP TERMINATION PROCEEDINGS**

Without limiting any of the rights or remedies of the New England Power Pool (“NEPOOL”) or ISO New England Inc. (the “ISO”) available under the Second Restated New England Power Pool Agreement (the “NEPOOL Agreement”), the ISO New England Inc. Transmission, Markets and Services Tariff (“ISO Tariff”)(including without limitation the ISO New England Financial Assurance Policy for Market Participants (“Financial Assurance Policy”) and the ISO New England Billing Policy (“Billing Policy”) that are exhibits thereto), and the Participants Agreement<sup>1</sup> (together with the NEPOOL Agreement and the ISO Tariff, the “Documents”), this termination protocol outlines the criteria and process by which the Chair of the Membership Subcommittee may approve on behalf of the NEPOOL Participants Committee the initiation of proceedings before the Federal Energy Regulatory Commission (the “Commission”) to terminate the status of a Participant as a member of NEPOOL in accordance with Sections 16.1(c) and 16.1(d) of the NEPOOL Agreement.

Each Participant is obligated to pay when due in accordance with the Documents and the System Rules, including without limitation the Billing Policy, all amounts invoiced to it by NEPOOL, or by the ISO on its own behalf and on behalf of NEPOOL. In addition, each Participant is required to comply with the requirements of the Financial Assurance Policy. These Policies are enforced and managed by the ISO, with the exception of termination of membership issues, which are specifically reserved to the NEPOOL Participants.

Should a Participant fail to pay when due all amounts invoiced to it by NEPOOL, or by the ISO on behalf of NEPOOL (a “Payment Default”), or fail to comply with the Financial Assurance Policy (“Financial Assurance Default”), or fail to perform any other obligation under the NEPOOL Agreement or the ISO Tariff (“Other Default”) and such failure continues for at least ten (10) days, NEPOOL may then initiate termination proceedings before the Commission to terminate such Participant’s status as a NEPOOL Participant.<sup>2</sup> By delegation of authority, the Participants Committee has charged the Membership Subcommittee with the responsibility to address issues related to, and to approve if appropriate, the termination of a Participant, subject to appeal to the Participants Committee.<sup>3</sup> The Participants Committee has determined that the decision to initiate termination proceedings in certain situations against a defaulting Participant can be delegated to and approved by the Chair of the Membership Subcommittee, as set forth below.

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<sup>1</sup> Capitalized terms used but not defined in this filing are intended to have the meanings given to such terms in the NEPOOL Agreement, the Participants Agreement, or the ISO Tariff.

<sup>2</sup> NEPOOL Agreement § 16.2(d).

<sup>3</sup> Minutes of the NEPOOL Executive Committee, predecessor to the NEPOOL Participants Committee, at 2036 (Nov. 7, 1997).

## I. PAYMENT AND/OR FINANCIAL ASSURANCE DEFAULT

If a Payment Default or Financial Assurance Default (either separately or together referred to for the purposes of this Section 1 as a “Default”) continues for at least ten (10) days (as contemplated by Section 16.1(d) of the NEPOOL Agreement), and if either the Chief Financial Officer, Chief Executive Officer, or Chair of the Board of Directors of the ISO recommends in writing<sup>4</sup> to the Chair of the Membership Subcommittee that termination proceedings be commenced against such Participant for such Default (with a copy of such recommendation also being sent to Pool counsel, the members of the Membership Subcommittee, and the Participants Committee member and alternate of such Participant), the Chair, or in his or her absence the Acting Chair, of the Membership Subcommittee, to the extent practicable, shall within two (2) business days of the receipt of such recommendation and without further input from the Membership Subcommittee or the Participants Committee, approve the initiation of termination proceedings and shall direct Pool counsel to file such materials with the Commission as are appropriate to cause the termination of the membership of such Participant if such Participant has:

- (i) Two (2) or more Level 1 Defaults; or
- (ii) One (1) or more Level 2 Defaults.

### A. DEFAULT LEVELS

#### Level 1 (any one of the following):

- **Magnitude:** \$15,000 - \$50,000 (Payment Default);
- **Duration:** 10 – 24 days (either Payment Default or Financial Assurance Default); or
- **Frequency:** 3 or more Payment Defaults, Financial Assurance Defaults or any combination thereof within any twelve-month period

#### Level 2 (any one of the following):

- **Magnitude:** \$50,001 or more (Payment Default);
- **Duration:** 25 or more days (either Payment Default or Financial Assurance Default); or
- **Frequency:** 5 or more Payment Defaults, Financial Assurance Defaults or any combination thereof within any twelve-month period.

For purposes of calculating the number of times that a Financial Assurance Default occurs, an existing Financial Assurance Default shall be deemed to be

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<sup>4</sup> The recommendation of the ISO shall include the basis for such recommendation, including without limitation an indication of the number of Level 1 and/or Level 2 Defaults, as defined herein, of such Participant.

another, new Financial Assurance Default on the first day of each calendar month. Moreover, for purposes of calculating the number of times that a Payment Default or a Financial Assurance Default occurs, a Payment Default or Financial Assurance Default that is subsequently cured will be included in such calculation.

The Chair of the Membership Subcommittee shall refer to the full Membership Subcommittee for its consideration any recommendation to terminate a Participant where such Participant does not have either (i) at least two (2) Level 1 Defaults or (ii) at least (1) Level 2 Default, as those Defaults are defined above.

## **II. OTHER DEFAULT**

Should (i) the criteria set forth in Section I above not support the approval by the Chair of the Membership Subcommittee of the initiation of termination proceedings, or (ii) a Participant fail to perform any obligation under the Documents which is an Other Default, the Membership Subcommittee, upon notice of such Other Default, shall consider the issues raised by such Other Default and approve the initiation of termination proceedings or take such other action as may be appropriate.

## **III. MISCELLANEOUS**

Nothing set forth herein shall limit the ability of the Membership Subcommittee or the Participants Committee to terminate or suspend service to a Participant or to take any other action with respect to a Participant's default under the Documents.

Without limiting the generality of the foregoing, the Membership Subcommittee or the Participants Committee retains the ability to suspend service to, or commence termination proceedings against, any Participant in the event of any single Payment Default or Financial Assurance Default, regardless of whether such default constitutes a Level 1 or Level 2 Default.

The Secretary of the Participants Committee or NEPOOL Counsel shall, upon the filing with the Commission of the materials necessary to commence termination proceedings against a defaulting Participant, notify the utility regulatory authorities in each state in New England in which such defaulting Participant does business of the pending termination proceeding against such defaulting Participant and the possibility of suspension of service to such Participant.

In the event of conflict between the provisions of this Protocol and the Documents, the provisions of the Documents shall govern.



**ATTACHMENT 8**

**New England Governors  
and Utility Regulatory  
and Related Agencies**

**March 31, 2014**

Connecticut

The Honorable Dannel P. Malloy  
State Capitol  
210 Capitol Ave.  
Hartford, CT 06106

Connecticut Public Utilities Regulatory Authority  
10 Franklin Square  
New Britain, CT 06051-2605

Maine

The Honorable Paul R. LePage  
One State House Station  
Rm. 236  
Augusta, ME 04333-0001

Maine Public Utilities Commission  
State House, Station 18  
242 State Street  
Augusta, ME 04333-0018

Massachusetts

The Honorable Deval L. Patrick  
Office of the Governor  
Rm. 360 State House  
Boston, MA 02133

Massachusetts Department of Public Utilities  
One South Station  
Boston, MA 02110

New Hampshire

The Honorable Maggie Hassan  
State House  
25 Capitol Street  
Concord, NH 03301

New Hampshire Public Utilities Commission  
21 South Fruit Street  
Suite 10  
Concord, NH 03301-2429

Rhode Island

The Honorable Lincoln D. Chafee  
State House Room 115  
Providence, RI 02903

Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

Vermont

The Honorable Peter E. Shumlin  
109 State Street, Pavilion  
Montpelier, VT 05609

Vermont Public Service Board  
112 State Street, Drawer 20  
Montpelier, VT 05620-2701

**New England Governors  
and Utility Regulatory  
and Related Agencies**

**March 31, 2014**

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Public Utilities Commissioners, Inc.  
c/o Vermont Public Service Board  
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Power Planning Committee  
New England Governors' Conference, Inc.  
76 Summer Street, 2nd Floor  
Boston, MA 02110-1226

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