

PATRICK M. GERITY
Attorney at Law
242 Trumbull Street
Hartford, CT 06103-1212
(860) 275 0533
pmgerity@daypitney.com

February 28, 2017

Via eTariff Filing

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

Re: New England Power Pool - FERC Docket No. ER17- _____-000
NEPOOL Member Applications and Termination of NEPOOL Memberships

Dear Secretary Bose:

The New England Power Pool (“NEPOOL”) Participants Committee¹ hereby submits this transmittal letter electronically along with counterpart signature pages of the New England Power Pool Agreement, dated as of September 1, 1971, as amended (“Second Restated NEPOOL Agreement”) executed by the following Entities::

- Rubicon NYP Corp. (“Rubicon”); and
- TransCanada Hydro Northeast Inc. (“TC Hydro NE”).

Also included are materials supporting the termination of the membership of the following Participants:

- CinCap V, LLC (“CinCapV”);
- Duke Energy Commercial Enterprises, Inc. (“Duke”); and
- South Jersey Energy ISO2, LLC (“SJE2”).

These materials are submitted in order to expand NEPOOL membership to include Rubicon and TC Hydro NE (“Applicants”), and to terminate the Participant status of CinCapV, Duke and SJE2 (collectively, the “Terminating Participants”).

¹ 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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I. MEMBER APPLICATION: Rubicon, TC Hydro NE

Rubicon has indicated that it will participate in NEPOOL as a power marketer (an entity that purchases as principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy to wholesale customers in New England). NEPOOL notes that Rubicon filed materials for engaging in power marketing activities under market-based rates and those materials were accepted January 25, 2017 by letter order in Docket Nos. ER17-423 and ER17-623. Rubicon has elected to be a member of the Supplier Sector.

TC Hydro NE has indicated that it will participate in NEPOOL as an Exempt Wholesale Generator (“EWG”) (an entity granted such status by the Federal Energy Regulatory Commission under the Public Utility Holding Company Act of 2005, as amended (“PUHCA 2005”), pursuant to which it is required to be engaged “exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale”).² TC Hydro NE is also authorized to make sales at market-based rates.³ Until its anticipated change in control,⁴ TC Hydro NE will be represented in the Generation Sector together with its Related Persons, TransCanada Power Marketing Ltd., TCPL Power Ltd. and TransCanada Energy Ltd.

II. TERMINATION OF MEMBERSHIPS: CinCapV, Duke, SJE2

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.” CinCapV, Duke and SJE2 have each provided such notice, requesting waiver of the sixty days’ notice requirement. (*See* Attachments 6-8). CinCapV, Duke, and SJE2 have each requested that termination of its status as a Participant be made effective as of March 1, 2017. If the termination of the memberships of CinCapV, Duke and SJE2 are accepted for filing by the Commission, each will be excused from its obligation to pay Pool charges and relieved of its other Pool obligations and responsibilities incurred from and after March 1, 2017.

² *TransCanada Hydro Northeast, Inc.*, 109 FERC ¶ 62, 235 (Dec. 23, 2004).

³ *TransCanada Hydro Northeast, Inc.*, Docket No. ER05-111 (Feb. 10, 2005) (unpublished letter order).

⁴ On January 10, 2017, the Commission authorized the acquisition of 100% of TC Hydro NE by Great Hydro NE, LLC (with a non-managing interest of between 10% and 49.9 % to then be acquired by limited partners of ArcLight Fund VI). *TransCanada Hydro Northeast Inc. and Great River Hydro NE, LLC*, 158 FERC ¶ 62,019 (Jan. 10, 2017). As of the date of this letter, notice of consummation of those transactions has not been filed.

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III. CHANGE IN PARTICIPANT NAMES: McGill St-Laurent, St. Anselm College

The list of NEPOOL Participants included as Attachment 1 has also been modified to reflect the change in name of the following Participants:

<u>New Participant Name</u>	<u>Former Participant Name</u>
McGill St-Laurent Inc.	Canadian Wood Products – Montreal, Inc. ⁵
St. Anselm College	The Order of St. Benedict of New Hampshire

IV. REQUESTED EFFECTIVE DATES

Rubicon and TC Hydro NE have requested expedited consideration of their membership applications. CinCapV, Duke and SJE2 have each requested expedited consideration of their membership terminations. Accordingly, the NEPOOL Participants Committee requests that the Commission waive any applicable notice requirements to permit the following effective date:

- **March 1, 2017** for (i) the NEPOOL membership of Rubicon and TC Hydro NE; (ii) the termination of the Participant status of CinCapV, Duke, and SJE2⁶; (iii) the name changes of McGill St-Laurent and St. Anselm College.

The NEPOOL Participants Committee further requests that the eTariff record effective date be set at March 1, 2017.⁷

⁵ See Canadian Wood Products – Montreal, Inc. Notice of Succession and Revision to Market-Based Rate Tariff, *Canadian Wood Products – Montreal, Inc.*, Docket No. ER17-1021 (filed Feb. 23, 2017).

⁶ 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 CinCapV, Duke and SJE2 be accepted as noted in Section IV. No party will be adversely affected by the waivers requested in these circumstances.

⁷ 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 addition of Rubicon and TC Hydro NE to, the removal of CinCapV, Duke and SJE2 from, and the McGill St-Laurent and St. Anselm College name changes in, the list of NEPOOL Participants, were 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. A composite copy of the Second Restated NEPOOL Agreement is posted at: http://www.nepool.com/uploads/Op-2d_RNA.pdf.

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V. ADDITIONAL SUPPORTING INFORMATION

The NEPOOL Participants Committee has the authority, pursuant to Section 3.1 of the Second Restated NEPOOL Agreement and Sections 8.1.3(f) and (g) of the Participants Agreement, to act on an Entity's application to become a Participant in NEPOOL. By delegation of authority, the Participants Committee has authorized the Membership Subcommittee to approve applications and terminations which will be subject to the standard conditions, waivers and reminders established by the Participants Committee. The Membership Subcommittee has reviewed the materials submitted by Applicants and Terminating participants, and has approved Rubicon and TC Hydro NE for membership in, and the termination of the Participant status of CinCapV, Duke and SJE2 from, NEPOOL. 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 addition of Applicants to, the removal of Terminating Participants from, and the McGill St-Laurent and St. Anselm College name changes in, the list of NEPOOL Participants (Attachment 1);
- The counterpart signature page to the NEPOOL Agreement executed by Rubicon (Attachment 2);
- A letter from NEPOOL to Rubicon dated December 13, 2016 confirming the approval of Rubicon's application for membership, and Rubicon's acceptance of the conditions and waivers by countersignature dated December 14, 2016 (Attachment 3);
- The counterpart signature page to the NEPOOL Agreement executed by TC Hydro NE (Attachment 4);
- A letter from NEPOOL to TC Hydro NE dated January 26, 2017 confirming the approval of TC Hydro NE's application for membership, and TC Hydro NE's acceptance of the conditions and waivers by countersignature dated December 14, 2016 (Attachment 5);
- A letter from CinCapV requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 6);
- A letter from Duke requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 7);
- A letter from SJE2 requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 8); 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 9).

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The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to make Rubicon and TC Hydro NE additional Participants, to terminate the Participant status of CinCapV, Duke and SJE2, and to change the names of McGill St. Laurent and St. Anselm College, in NEPOOL. Therefore, no comparisons of the transactions and revenues or cost data are submitted. No estimates of future transactions and revenues relating to participation by Rubicon and TC Hydro NE in NEPOOL are submitted because they cannot be made with any reasonable accuracy. Existing facilities are sufficient for service to Rubicon and TC Hydro NE. Accordingly, no additional facilities are to be installed or modified by the Participants in order for Rubicon and TC Hydro NE to become Participants in NEPOOL 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,⁸ 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 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.

⁸ 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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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

Patrick M. Gerity, Esq.
Sunita Paknikar, Esq.
Counsel, NEPOOL Participants Committee
Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103-1212
Tel: 860-275-0533
Fax: 860-881-2505
E-mail: pmgerity@daypitney.com

Respectfully submitted,

NEPOOL PARTICIPANTS COMMITTEE

By: 
Patrick M. Gerity
Its Counsel

Attachments

cc: Rubicon
TC Hydro NE
CinCapV
Duke
SJE2
NEPOOL Participants Committee Members and Alternates
Governors and Utility Regulatory Agencies identified on Attachment 9

ATTACHMENT 1

Participant Name	Effective Date of Membership if after 6/30/2000
BNP Paribas Energy Trading GP	2/1/2010
Boston Energy Trading and Marketing LLC	9/1/2000
Boylston Municipal Light Department	
BP Energy Company	12/1/2000
Braintree Electric Light Department	
Brayton Point Energy, LLC	5/1/2013
Bridgewater Power Company, L.P.	2/1/2011
Brookfield Energy Marketing Inc.	2/1/2002
Brookfield Energy Marketing LP	11/1/2010
Brookfield Renewable Energy Marketing US LLC	1/1/2009
Brookfield White Pine Hydro LLC	
Brown Bear II Hydro, Inc.	1/1/2009
Bucksport Generation LLC	7/1/2015
Burlington Electric Department	
C.N. Brown Electricity, LLC	10/1/2012
Calpine Energy Services, LP	11/1/2000
Calpine Energy Solutions, LLC	8/1/2002
Canadian Wood Products — Montreal, Inc.	7/1/2012
Canandaigua Power Partners, LLC	12/1/2014
Cape Light Compact	7/1/2000
Cargill Power Markets, LLC	
Castleton Commodities Merchant Trading LP	3/1/2008
Central Maine Power Company	
Centre Lane Trading Limited	7/1/2010
Champion Energy Marketing LLC	2/1/2014
Champlain VT, LLC	10/1/2015
Chester Municipal Electric Light Department	5/1/2015
CHI Power Marketing, Inc.	12/1/2009
Chicopee Municipal Lighting Plant	
Choice Energy LLC	8/1/2010
CinCap V, LLC	
Citigroup Energy Inc.	12/1/2004
CleanChoice Energy, Inc.	1/1/2013
Clear Choice Energy, LLC	8/1/2013
CLEAResult Consulting Inc.	8/1/2015
Clearview Electric Inc.	12/1/2007

Participant Name	Effective Date of Membership if after 6/30/2000
Danvers Electric Division	
Darby Energy, LLLP	3/1/2012
Dartmouth Power Associates, LP	9/1/2007
DC Energy, LLC	4/1/2003
Deepwater Wind Block Island LLC	10/1/2015
Devon Power LLC	
Devonshire Energy LLC	9/1/2009
DFC ERG CT, LLC	4/1/2010
Direct Energy Business, LLC	
Direct Energy Business Marketing, LLC	8/1/2013
Discount Power, Inc.	12/1/2009
Dominion Energy Marketing, Inc.	6/1/2002
Dominion Nuclear Connecticut, Inc.	2/1/2001
DTE Energy Trading, Inc.	2/1/2001
Duke Energy Commercial Enterprises, Inc.	2/1/2010
Dynasty Power Inc.	7/1/2013
Dynegy Marketing and Trade LLC	6/1/2010
East Avenue Energy LLC	3/1/2008
EDF Energy Services, LLC	3/1/2016
EDF Trading North America, LLC	10/1/2009
Electricity Maine, LLC	10/1/2010
Electricity N.H., LLC d/b/a E.N.H. Power	5/1/2012
Elektrisola, Inc.	1/1/2008
Eligo Energy, LLC	1/1/2014
eKapital Investments LLC	2/1/2014

Participant Name	Effective Date of Membership if after 6/30/2000
MA Operating Holdings, LLC	10/1/2015
Macquarie Energy, LLC	2/1/2010
Madison Electric Works	10/1/2008
MAG Energy Solutions, Inc.	6/1/2006
Maine Power LLC	12/1/2016
Maine Public Advocate Office	3/1/2012
Maine Skiing, Inc.	
Major Energy Electric Services	5/1/2013
Manchester Methane, LLC	4/1/2007
Mansfield Municipal Electric Department	
Marble River, LLC	8/1/2012
Marblehead Municipal Light Department	
Mass Solar I, LLC	12/1/2014
Massachusetts, Office of the Attorney General	3/1/2009
Massachusetts Bay Transportation Authority	3/1/2003
Massachusetts Development Finance Agency	2/1/2007
Massachusetts Electric Company	
Massachusetts Gas and Electric, Inc.	8/1/2008
Massachusetts Municipal Wholesale Electric Company	
Massachusetts Port Authority	11/1/2005
MATEP LLC	8/1/2006
<u>McGill St-Laurent Inc.</u>	<u>7/1/2012</u>
Mega Energy Holdings, LLC	7/1/2013
Mercuria Energy America, Inc.	6/1/2010
Merrill Lynch Commodities, Inc.	11/1/2004
Merrimac Municipal Light Department	1/1/2009
Messalonskee Stream Hydro, LLC	2/1/2011
Mid-Maine Waste Action Corporation	1/1/2014
Middleborough Gas and Electric Department	
Middleton Municipal Electric Department	
Middletown Power LLC	
Millennium Power Partners, LP	5/1/2003
Mint Energy, LLC	11/1/2010
Montville Power LLC	
Moore Company	12/1/2014
Moore Energy LLC	12/1/2014
Morgan Stanley Capital Group, Inc.	

Participant Name	Effective Date of Membership if after 6/30/2000
Nalcor Energy Marketing	12/1/2014
Narragansett Electric Company	
National Gas & Electric, LLC	7/1/2016
NEPM II, LLC	3/1/2012
New Brunswick Energy Marketing Corporation	12/1/2008
New England Confectionery Company Inc.	12/1/2008
New England Energy Connection, LLC	6/23/2015
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 Marketing, LLC	
NextEra Energy Maine, Inc.	10/1/2010
NextEra Energy Resources, LLC	
NextEra Energy Seabrook LLC	10/1/2010
Niagara Wind Power, LLC	12/1/2015
Noble Americas Gas & Power Corp.	5/1/2010
Noble Environmental Power, LLC	10/1/2007
Nordic Energy Services, LLC	10/1/2014
North American Power and Gas, LLC	1/1/2010
North Attleborough Electric Department	
Northern States Power Company	9/1/2005
Norwalk Power LLC	
Norwood Municipal Light Department	
NRG Canal, LLC	
NRG Curtailment Solutions, Inc.	6/1/2010
NRG Power Marketing, LLC	
NSTAR Electric Company	
NTE Connecticut, LLC	10/1/2016
Number Nine Wind Farm LLC	9/1/2010
Oasis Power, LLC d/b/a Oasis Energy	1/1/2014
Ontario Power Generation Energy Trading, Inc.	5/1/2011
Ontario Power Generation Inc.	2/1/2006
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
Rhode Island Engine Genco, LLC	11/1/2003
Rhode Island State Energy Center, LP	10/1/2016
Rocky Gorge Corporation	11/1/2009
Roctop Investments Inc.	4/1/2016
Rowley Municipal Light Plant	
Royal Bank of Canada	1/1/2010
<u>Rubicon NYP Corp.</u>	<u>3/1/2017</u>
Russell Municipal Light Department	7/1/2012
Saracen Energy East LLC	5/1/2009
Saracen Power LLC	5/1/2009
Seneca Energy II, LLC	7/1/2004
SFE Energy Connecticut Inc.	8/1/2014
SFE Energy Massachusetts Inc.	8/1/2014
Shell Energy North America (US) L.P.	6/1/2008
Shiple Choice, LLC d/b/a Shipley	11/1/2015
Shipyards Brewing Co., LLC	9/1/2007
Shipyards Energy LLC	9/1/2007
Shrewsbury Electric & Cable Operations	
SmartEnergy Holdings LLC	12/1/2014
Solea Energy, LLC	1/1/2016
Somerset Power LLC	
South Hadley Electric Light Department	
South Jersey Energy Company	6/1/2009
South Jersey Energy ISO1, LLC	7/1/2012
South Jersey Energy ISO2, LLC	7/1/2012
Spark Energy, LLC	8/1/2006
Springfield Power LLC	6/1/2012
Spruce Mountain Wind, LLC	11/1/2011
SRECTrade, Inc.	11/1/2015
<u>St. Anselm College</u>	<u>2/1/2005</u>
Starion Energy, Inc.	2/1/2010
State of Connecticut, Office of Consumer Counsel	2/1/2002
Sterling Municipal Electric Light Department	
Stetson Holdings, LLC	11/1/2013
Stetson Wind II, LLC	7/1/2008
Stored Solar J&WE, LLC	
Stowe Electric Department	10/1/2008
Sunwave USA Holdings Inc.	2/1/2014
Sustaining Power Solutions LLC	4/1/2016
SWEB Development USA, LLC	10/1/2016
Swift River Trading Company LLC	10/1/2008

Participant Name	Effective Date of Membership if after 6/30/2000
Talen Energy Marketing, LLC	
Tangent Energy Solutions, Inc.	2/1/2012
Taunton Municipal Lighting Plant	
TCPL Power Ltd.	12/1/2000
TEC Energy, Inc.	12/1/2014
Templeton Municipal Lighting Plant	
Tenaska Power Services Co.	9/1/2012
Texas Retail Energy, LLC	9/1/2011
The Energy Consortium	
The Energy Council of Rhode Island	
Titan Gas LLC	11/1/2016
Town of New Shoreham, Rhode Island	4/1/2010
Town Square Energy, LLC	11/1/2013
TrailStone Power, LLC	11/1/2014
TransAlta Energy Marketing (U.S.) Inc.	7/1/2000
TransCanada Energy Ltd.	
<u>TransCanada Hydro Northeast Inc.</u>	<u>3/1/2017</u>
TransCanada Power Marketing Ltd.	
Twin Eagle Resource Management, LLC	4/1/2012
UIL Distributed Resources, LLC	9/1/2015
Uncia Energy, LP - Series G	9/1/2015
Union Atlantic Electricity, Inc.	9/1/2012
Union Leader Corporation	4/1/2007
Union of Concerned Scientists, Inc.	
Uniper Global Commodities North America LLC	9/1/2014
United Illuminating Company, The	
Unitil Energy Systems, Inc.	
UNITIL Power Corp.	
University of Massachusetts at Amherst	6/1/2010
University System of New Hampshire	6/1/2010
Utility Expense Reduction LLC	12/1/2015
Utility Services, Inc.	12/1/2007

ATTACHMENT 2

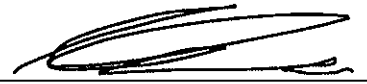
Applicant Name Rubicon NYP Corp.

COUNTERPART SIGNATURE PAGE
NEW ENGLAND POWER POOL AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this counterpart signature page to the New England Power Pool Agreement, being dated as of September 1, 1971, as amended, to be executed by its duly authorized representative as of . 12/02/2016
(please insert date)

Rubicon NYP Corp.

(Applicant Company Name)

By: 

Name: Pascal Gibeault

Title: President

Company: Rubicon NYP Corp.

Address: 2600, Avenue Pierre-Dupuy, Suite 513
Montreal, Quebec, Canada, H3C 3R6

ATTACHMENT 3



NEW ENGLAND POWER POOL
Michael Lynch, Chair
NEPOOL Membership Subcommittee

December 13, 2016

Jean-Phillipe Taillon
Partner
Rubicon NYP Corp.
2600 Pierre Dupuy Av., Suite 513,
Montreal, QC H3C 3R6
CANADA
jp@rubiconnyp.com

Re: Application for NEPOOL Membership

Dear Jean-Phillipe:

The request of Rubicon NYP Corp. (“Rubicon”) to become a Participant¹ in the New England Power Pool (“NEPOOL”) was approved by the NEPOOL Participants Committee Membership Subcommittee at its December 12, 2016 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm Rubicon’s acceptance of NEPOOL’s Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

Heather Latka
Senior Membership Support Analyst
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-535-4328
E-mail: hlatka@iso-ne.com

I understand that Rubicon intends to operate in New England as a power marketer. Your signature on this letter will also serve to confirm that understanding.

Please note the following obligations which are common to all NEPOOL Participants that operate as power marketers:

¹ Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement (“Restated NEPOOL Agreement”), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff (“ISO Tariff”).

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;
- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;

- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction; and
- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller.

Upon receipt of this countersigned letter and completion of all NEPOOL and ISO-NE membership application requirements, NEPOOL will make the necessary filing with the Federal Energy Regulatory Commission in order for Rubicon's membership to become effective.


Very truly yours,



Michael J. Lynch
Chair, Membership Subcommittee
of the NEPOOL Participants Committee

Accepted and approved:

Rubicon NYP Corp.

By: 
Name: Pascal Gibeault
Its: President

Dated: 12/14/2016

Enclosure

STANDARD MEMBERSHIP CONDITIONS, WAIVERS AND REMINDERS

WHEREAS, an applicant (“Applicant”) for membership in the New England Power Pool (“NEPOOL”) may be one or more of the following types of entities: a **“load aggregator,”** which is considered for this purpose to be an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England; a **“power marketer,”** which is considered for this purpose to be an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England; a **“financial marketer/trader,”** which is considered for this purpose to be an entity that submits Increment Offers and/or Decrement Bids in the Day-Ahead Energy Market; an **“exempt wholesale generator”** or **“EWG,”** which is considered for this purpose to be an entity granted such status by the Federal Energy Regulatory Commission under the Public Utility Holding Company Act of 2005, as amended (“PUHCA 2005”), pursuant to which it is required to be engaged “exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale”; an entity which owns a **“qualifying facility”** or **“QF,”** which is considered for this purpose to be an entity within the meaning of the Public Utility Regulatory Policies Act of 1978 (“PURPA”) or an **“eligible facility”** within the meaning of the PUHCA 2005; an **“independent power producer”** or **“IPP,”** which is considered for this purpose to be an entity other than an EWG or QF whose exclusive business is owning or owning and operating all or a part of one or more generating facilities and selling electric energy at wholesale or retail; a **“broker,”** which is considered for this purpose to be an entity that acts from time to time for purchasers or sellers in New England in arranging the purchase or sale at wholesale of electric energy and/or capacity; an **“AR Provider,”** which is considered for this purpose to be an entity with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area; or an **“end user,”** which is considered for this purpose to be (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 Related Person of an 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.

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

WHEREAS, ISO New England Inc. (the “ISO”), has been approved by the Federal Energy Regulatory Commission (“FERC”) as the regional transmission organization (“RTO”) for the New England region consisting of the states of Connecticut, Massachusetts, New Hampshire, Rhode Island, Vermont and substantial portions of Maine;

WHEREAS, the ISO will be responsible for maintaining the reliability of the System by, among other things, exercising operational authority over the Transmission Facilities of the System, administering and seeking to enhance sustainable, competitive and efficient energy markets in New England and providing non-discriminatory, open-access transmission service over the Transmission Facilities in accordance with the Participants Agreement, the ISO’s Transmission, Markets and Services Tariff (the “Tariff”), and the System Rules;

WHEREAS, an Applicant that proposes to act as a load aggregator must represent that, if it is permitted to become a Market Participant, it would qualify under existing law and regulation in the one or more New England states where it proposes to act as a load aggregator;

WHEREAS, an Applicant that is qualified to become an End User Participant may elect to be a “Governance Only Member”;

WHEREAS, a duly authorized NEPOOL subcommittee has recommended that certain conditions and waivers be applied to an Applicant in connection with its becoming a Participant in NEPOOL; and

WHEREAS, each Applicant acknowledges that it has reviewed the Second Restated NEPOOL Agreement and the Tariff, including the billing policy and financial assurance policies set forth as Exhibits to Section I of the Tariff, and fully understands its financial obligations that could arise under the Second Restated NEPOOL Agreement and the Tariff from participation in NEPOOL and the New England Markets.

NOW, THEREFORE, an Applicant to become a Participant in NEPOOL shall be required to agree in writing to the following understandings:

Any capitalized terms used in the following understandings (a) through (l) that are not defined in such understandings shall have the same meaning ascribed to them in the Second Restated NEPOOL Agreement, the Participants Agreement or the Tariff, as appropriate. The following understandings (a) through (d) apply to all Applicants:

- (a) Applicant will have an ongoing obligation to meet the definition of an “Entity” within the meaning of the Second Restated NEPOOL Agreement as it is in effect on the date of the approval by the NEPOOL Participants Committee or its designee of Applicant’s application to become a Participant in NEPOOL.
- (b) Applicant shall notify NEPOOL of any proposed change in affiliate status or any proposed change in the electric business Applicant conducts within the New England Control Area to include business other than that originally applied for in its membership application. NEPOOL shall have the right to delete any conditions imposed or waivers granted at this time and to impose additional reasonable conditions on Applicant’s participation in NEPOOL that shall apply to such change in Applicant’s business or circumstances, if such deletions or conditions are necessary or appropriate in view of such changes (see additional provisions regarding this understanding (b) in understanding (e) below for load aggregators and understanding (f) below for EWGs and QF owners and understanding (g) below for end users electing Governance Only Membership). Applicant shall be advised of any deletion of conditions or waivers and shall be provided a draft of any additional conditions before such deletions or additional conditions become effective. In accordance with the Second Restated NEPOOL Agreement, comments on such deletions or additions may be presented by Applicant to the NEPOOL Participants Committee or its designee for consideration.
- (c) In lieu of a certified copy of its Board of Directors duly authorizing the execution and performance of the Second Restated NEPOOL Agreement, Applicant may provide, each in a form reasonably acceptable to NEPOOL Counsel, (i) an opinion of competent outside counsel that the officer or other representative executing a counterpart of the Second Restated NEPOOL Agreement on behalf of the Applicant is duly authorized to do so and to cause the Applicant to perform its obligations under the Agreement upon the effectiveness of its membership; and (ii) an affidavit by Applicant’s duly-authorized officer or other representative that he/she has reviewed the Second Restated NEPOOL Agreement and the Tariff, including the billing policy and financial assurance policies set forth as Exhibits to Section I of the Tariff, and

fully understands Applicant's financial obligations that could arise under the Second Restated NEPOOL Agreement and the Tariff from participation in NEPOOL and the New England Markets.

- (d) In the event it is determined in an appeal, or by a court or regulatory agency, that any of these conditions is invalid for any reason, NEPOOL shall have the right to impose one or more valid reasonable conditions in place of the invalidated condition. Applicant shall be advised of any invalidated condition and shall be provided a draft of any replacement conditions before such conditions become effective. In accordance with the Second Restated NEPOOL Agreement, comments on such replacement conditions may be presented by Applicant to the NEPOOL Participants Committee or its designee for consideration.

The following additional understanding (e) applies only to Applicants while acting, now or in the future, as load aggregators in the New England Control Area:

- (e) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply to any of the following changes in Applicant's circumstances, if such deletions or conditions are necessary or appropriate in view of such changes:
 - (i) it is determined that Applicant has failed to qualify as a load aggregator in the one or more New England states where it proposes to act as a load aggregator in accordance with its representation; or
 - (ii) the state laws or regulations under which Applicant does qualify to act as a load aggregator are changed in ways that could impact NEPOOL or ISO operations.

The following additional understanding (f) applies only to Applicants while acting, now or in the future, as EWGs and/or QF owners:

- (f) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply to any of the following changes in Applicant's circumstances, if such deletions or conditions are necessary or appropriate in view of such changes:
 - (i) Applicant has represented that its facility is a "qualifying facility" within the meaning of PURPA and the facility is determined at any time not to be such a facility or PURPA is amended to permit Applicant to own facilities or engage in activities not permitted to it as the owner of a qualifying facility under the present provisions of PURPA; or
 - (ii) Applicant has represented that it is an "exempt wholesale generator" within the meaning of PUHCA 2005 and Applicant is determined at any time not to be such a generator or PUHCA 2005 is amended to permit Applicant to own facilities or engage in activities not permitted to it as an exempt wholesale generator under the present provisions of PUHCA 2005.

The following additional understanding (g) applies only to Applicants while acting, now or in the future, as end users in NEPOOL:

- (g) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply if it is determined that Applicant has failed to qualify as an End User Participant, as defined in Section 1 of the Second Restated NEPOOL Agreement, if such deletions or conditions are necessary or appropriate in view of such changes.

The following additional understandings (h), (i), and (j) apply only to Applicants that would qualify as End User Participants and elect before their application is approved by NEPOOL to be a Governance Only Member (as described more fully below):

- (h) Applicant's participation in NEPOOL shall be for governance purposes only ("Governance Only Member"). As a Governance Only Member, Applicant shall be:
 - (i) entitled to participate in all NEPOOL governance matters, including voting membership in all Principal Committees;
 - (ii) required to pay all application and annual fees applicable to End User Participants pursuant to Section 14 of the Second Restated NEPOOL Agreement;
 - (iii) required to forego participation in the New England Market, other than as permitted or required pursuant to the Load Response Program; and
 - (iv) required to deliver written notice of such election 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
- (i) The acceptance in NEPOOL of such Applicant as a Governance Only Member does not require nor prescribe any different treatment from the treatment then accorded to any other End User Participant for the determination of its transmission or distribution charges.
- (j) The Governance Only Member Applicant with generation shall certify in a form reasonably acceptable to NEPOOL as to the following conditions, and shall become a End User Participant without Governance Only Member status if and when such conditions are no longer satisfied:
 - (i) For any hour in which the End User Behind-the-Meter Generation owned by the Governance Only Member does not fully meet its associated Electrical Load which is behind the meter, another Participant which is not a Governance Only Member is obligated under tariff or contract to include as part of its load asset in such hour the difference between (x) the Electrical Load of the Governance Only Member and (y) the kilowatthours of that Electrical Load which are produced by the End User Behind-the-Meter Generation; and
 - (ii) For any hour in which the output of the End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Electrical Load, the Governance Only Member is obligated to ensure that another Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to the ISO pursuant to applicable Market Rules.

The following additional understanding (k) applies only to Applicants that would qualify as End User Participants entitled to join the End User Sector, and which are Small End Users:

- (k) Applicant may not appoint to a NEPOOL committee a voting member or alternate to that member, or have its vote cast by another person pursuant to a written, standing designation or proxy, except in accordance with this understanding (k):
 - (i) An Applicant shall be entitled to appoint as its voting member, and alternate to that member, of each NEPOOL committee, and have as its designated representative or proxy, any individual; provided, however, that such individual shall not be a Related Person of another Participant in a Sector other than the End User Sector.

The following additional understanding (l) applies only to Applicants that are end users without generation, that do not elect to be Governance Only Members, and that participate directly in the New England Market (“Market Participant End Users”):

- (l) The Applicant shall certify in a form reasonably acceptable to NEPOOL as to the following conditions, and shall be permitted to participate in the New England Market only if, and for so long as, the following conditions are satisfied:
 - (i) Applicant shall have no ability to be reflected in the ISO’s settlement system as either a purchaser or a seller of any Market Products so long as such participation causes NEPOOL and/or the ISO to be subject to regulation as the electrical supplier for Applicant’s Electrical Load (“Retail Supplier”) by the state regulatory agency of the state(s) in which the Applicant consumes electricity;
 - (ii) The obligation to serve the electrical load of the Applicant shall at all times be assigned to a Market Participant (whether such Market Participant is Applicant or another Participant) which is duly authorized or required under the applicable state statutes and regulations of the Applicant’s state(s) to be a licensed Retail Supplier or is otherwise authorized to serve its electrical load without a license; and
 - (iii) Applicant shall have in place arrangements with its default service provider, either contractual or statutory, to provide for the automatic assignment of the obligation to serve its electrical load and the load associated with any of its Load Assets to such default service provider should the Retail Supplier be suspended from the New England Markets in accordance with the provisions of the Tariff, including the Financial Assurance Policy for Market Participants (Exhibit IA to Section I of the Tariff).

In notifying an Applicant that its application has been accepted subject to the stated understandings and requesting Applicant’s written acceptance of the understandings, the Membership Subcommittee Chair, or appropriate NEPOOL Participants Committee designee, shall include in a letter to Applicant the following reminders (1) through (8), applicable to all Applicants, unless otherwise specified in the following provisions:

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time; and
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant or any such entity.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (9) and (10), applicable to Applicants, other than Governance Only Members:

- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities; and

- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (11), applicable to load aggregators, power marketers and brokers:

- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (12) and (13), applicable while the Applicant is acting, now or in the future, as a load aggregator, IPP, or end user:

- (12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (14), applicable to EWGs, QF owners and IPPs:

- (14) membership in NEPOOL and participation in the New England Markets could affect Applicant's operations in many ways, including without limitation its status as the owner of a qualifying facility under PURPA, an exempt wholesale generator under PUHCA, or an entity exempt under PUHCA because of its predominantly intrastate activities. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, the facility loses its status as a qualifying facility or the Market Participant loses its status as an exempt wholesale generator.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (15) and (16), applicable to all end users:

- (15) membership in NEPOOL and participation in the New England Markets could affect Applicant in many ways, including without limitation subjecting Applicant to the jurisdiction of federal and/or state regulatory agencies to which Applicant may not already be subject. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, it becomes subject to regulation by any federal and/or state regulatory agencies; and
- (16) without limiting the generality of reminder (2), each End User Participant is obligated to provide NEPOOL and the ISO, within fifteen (15) days of the annual meeting of the Participants Committee, with a report of its highest Energy use during any hour in the preceding year (net of any use of End User Behind-the-Meter Generation) and any other information that NEPOOL or the ISO determines is required in order to administer and implement the provisions of Section 14 of the Second Restated NEPOOL Agreement or Section 14 of the Participants Agreement, as appropriate.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (17), applicable to all Provisional Members:

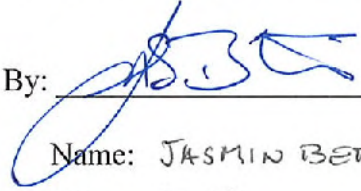
- (17) A Provisional Member that becomes eligible to designate an individual voting member of a Sector other than the End User Sector or is eligible to be represented by a group voting member (other than a Provisional Member Group Member) is obligated to promptly designate in a notice to the Secretary 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. 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.

ATTACHMENT 4

COUNTERPART SIGNATURE PAGE
NEW ENGLAND POWER POOL AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this counterpart signature page to the New England Power Pool Agreement, being dated as of September 1, 1971, as amended, to be executed by its duly authorized representative as of DECEMBER 14, 2016
(please insert date)

TransCanada Hydro Northeast Inc
(Applicant Company Name)

By: 
Name: JASMIN BERTOVIĆ
Title: V.P.

Company: TransCanada Hydro Northeast Inc
Address: 110 Turnpike Rd, Ste 300
Westborough, MA 01581

By: 
Name: Christopher J. Hurley
Title: Controller

Company: TransCanada Hydro Northeast Inc
Address: 110 Turnpike Rd, Ste 300
Westborough, MA 01581

ATTACHMENT 5



NEW ENGLAND POWER POOL

Patrick M. Gerity, Counsel
NEPOOL Membership Subcommittee

January 26, 2017

Richard Schuler
Manager, Settlements & Admin
TransCanada Hydro Northeast Inc.
110 Turnpike Road, Suite 300
Westborough, MA 01581
richard_schuler@transcanada.com

Re: Application for NEPOOL Membership

Dear Richard:

The request of TransCanada Hydro Northeast Inc. ("TCHNE") to become a Participant in the New England Power Pool ("NEPOOL") was conditionally approved by the NEPOOL Participants Committee¹ Membership Subcommittee at its January 18, 2017 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm TCHNE's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

Heather Latka
Senior Membership Support Analyst
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-535-4328
E-mail: hlatka@iso-ne.com

I understand that TCHNE intends to operate in New England as an exempt wholesale generator ("EWG"). Your signature on this letter will also serve to confirm that understanding.

I have been instructed to remind TCHNE of the following obligations which are common to all NEPOOL Participants that operate as EWGs:

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the

¹ Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;
- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance

Only Member, to verify that satisfactory transmission arrangements have been made for each transaction;

- (11) membership in NEPOOL and participation in the New England Markets could affect Applicant's operations in many ways, including without limitation its status as the owner of a qualifying facility under PURPA, an EWG under PUHCA, or an entity exempt under PUHCA because of its predominantly intrastate activities. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, the facility loses its status as a qualifying facility or the Market Participant loses its status as an EWG.

Upon receipt of this countersigned letter, NEPOOL expects to make the necessary filings with the Federal Energy Regulatory Commission in order for TCHNE's application to become effective.

Very truly yours,



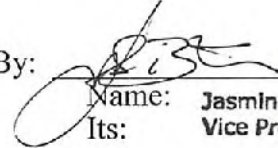
Patrick M. Gerity
Counsel to the Membership Subcommittee
of the NEPOOL Participants Committee

Accepted and approved:

TransCanada Hydro Northeast LLC

Inc. 

By:


Name: Jasmin Bertovic
Its: Vice President


Christopher J. Hurley
Controller

Dated: 2/1/2017

Enclosure

STANDARD MEMBERSHIP CONDITIONS, WAIVERS AND REMINDERS

WHEREAS, an applicant (“Applicant”) for membership in the New England Power Pool (“NEPOOL”) may be one or more of the following types of entities: a **“load aggregator,”** which is considered for this purpose to be an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England; a **“power marketer,”** which is considered for this purpose to be an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England; a **“financial marketer/trader,”** which is considered for this purpose to be an entity that submits Increment Offers and/or Decrement Bids in the Day-Ahead Energy Market; an **“exempt wholesale generator”** or **“EWG,”** which is considered for this purpose to be an entity granted such status by the Federal Energy Regulatory Commission under the Public Utility Holding Company Act of 2005, as amended (“PUHCA 2005”), pursuant to which it is required to be engaged “exclusively in the business of owning or operating, or both owning and operating, all or part of one or more eligible facilities and selling electric energy at wholesale”; an entity which owns a **“qualifying facility”** or **“QF,”** which is considered for this purpose to be an entity within the meaning of the Public Utility Regulatory Policies Act of 1978 (“PURPA”) or an **“eligible facility”** within the meaning of the PUHCA 2005; an **“independent power producer”** or **“IPP,”** which is considered for this purpose to be an entity other than an EWG or QF whose exclusive business is owning or owning and operating all or a part of one or more generating facilities and selling electric energy at wholesale or retail; a **“broker,”** which is considered for this purpose to be an entity that acts from time to time for purchasers or sellers in New England in arranging the purchase or sale at wholesale of electric energy and/or capacity; an **“AR Provider,”** which is considered for this purpose to be an entity with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area; or an **“end user,”** which is considered for this purpose to be (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 Related Person of an 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.

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

WHEREAS, ISO New England Inc. (the “ISO”), has been approved by the Federal Energy Regulatory Commission (“FERC”) as the regional transmission organization (“RTO”) for the New England region consisting of the states of Connecticut, Massachusetts, New Hampshire, Rhode Island, Vermont and substantial portions of Maine;

WHEREAS, the ISO will be responsible for maintaining the reliability of the System by, among other things, exercising operational authority over the Transmission Facilities of the System, administering and seeking to enhance sustainable, competitive and efficient energy markets in New England and providing non-discriminatory, open-access transmission service over the Transmission Facilities in accordance with the Participants Agreement, the ISO’s Transmission, Markets and Services Tariff (the “Tariff”), and the System Rules;

WHEREAS, an Applicant that proposes to act as a load aggregator must represent that, if it is permitted to become a Market Participant, it would qualify under existing law and regulation in the one or more New England states where it proposes to act as a load aggregator;

WHEREAS, an Applicant that is qualified to become an End User Participant may elect to be a “Governance Only Member”;

WHEREAS, a duly authorized NEPOOL subcommittee has recommended that certain conditions and waivers be applied to an Applicant in connection with its becoming a Participant in NEPOOL; and

WHEREAS, each Applicant acknowledges that it has reviewed the Second Restated NEPOOL Agreement and the Tariff, including the billing policy and financial assurance policies set forth as Exhibits to Section I of the Tariff, and fully understands its financial obligations that could arise under the Second Restated NEPOOL Agreement and the Tariff from participation in NEPOOL and the New England Markets.

NOW, THEREFORE, an Applicant to become a Participant in NEPOOL shall be required to agree in writing to the following understandings:

Any capitalized terms used in the following understandings (a) through (l) that are not defined in such understandings shall have the same meaning ascribed to them in the Second Restated NEPOOL Agreement, the Participants Agreement or the Tariff, as appropriate. The following understandings (a) through (d) apply to all Applicants:

- (a) Applicant will have an ongoing obligation to meet the definition of an “Entity” within the meaning of the Second Restated NEPOOL Agreement as it is in effect on the date of the approval by the NEPOOL Participants Committee or its designee of Applicant’s application to become a Participant in NEPOOL.
- (b) Applicant shall notify NEPOOL of any proposed change in affiliate status or any proposed change in the electric business Applicant conducts within the New England Control Area to include business other than that originally applied for in its membership application. NEPOOL shall have the right to delete any conditions imposed or waivers granted at this time and to impose additional reasonable conditions on Applicant’s participation in NEPOOL that shall apply to such change in Applicant’s business or circumstances, if such deletions or conditions are necessary or appropriate in view of such changes (see additional provisions regarding this understanding (b) in understanding (e) below for load aggregators and understanding (f) below for EWGs and QF owners and understanding (g) below for end users electing Governance Only Membership). Applicant shall be advised of any deletion of conditions or waivers and shall be provided a draft of any additional conditions before such deletions or additional conditions become effective. In accordance with the Second Restated NEPOOL Agreement, comments on such deletions or additions may be presented by Applicant to the NEPOOL Participants Committee or its designee for consideration.
- (c) In lieu of a certified copy of its Board of Directors duly authorizing the execution and performance of the Second Restated NEPOOL Agreement, Applicant may provide, each in a form reasonably acceptable to NEPOOL Counsel, (i) an opinion of competent outside counsel that the officer or other representative executing a counterpart of the Second Restated NEPOOL Agreement on behalf of the Applicant is duly authorized to do so and to cause the Applicant to perform its obligations under the Agreement upon the effectiveness of its membership; and (ii) an affidavit by Applicant’s duly-authorized officer or other representative that he/she has reviewed the Second Restated NEPOOL Agreement and the Tariff, including the billing policy and financial assurance policies set forth as Exhibits to Section I of the Tariff, and

fully understands Applicant's financial obligations that could arise under the Second Restated NEPOOL Agreement and the Tariff from participation in NEPOOL and the New England Markets.

- (d) In the event it is determined in an appeal, or by a court or regulatory agency, that any of these conditions is invalid for any reason, NEPOOL shall have the right to impose one or more valid reasonable conditions in place of the invalidated condition. Applicant shall be advised of any invalidated condition and shall be provided a draft of any replacement conditions before such conditions become effective. In accordance with the Second Restated NEPOOL Agreement, comments on such replacement conditions may be presented by Applicant to the NEPOOL Participants Committee or its designee for consideration.

The following additional understanding (e) applies only to Applicants while acting, now or in the future, as load aggregators in the New England Control Area:

- (e) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply to any of the following changes in Applicant's circumstances, if such deletions or conditions are necessary or appropriate in view of such changes:
 - (i) it is determined that Applicant has failed to qualify as a load aggregator in the one or more New England states where it proposes to act as a load aggregator in accordance with its representation; or
 - (ii) the state laws or regulations under which Applicant does qualify to act as a load aggregator are changed in ways that could impact NEPOOL or ISO operations.

The following additional understanding (f) applies only to Applicants while acting, now or in the future, as EWGs and/or QF owners:

- (f) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply to any of the following changes in Applicant's circumstances, if such deletions or conditions are necessary or appropriate in view of such changes:
 - (i) Applicant has represented that its facility is a "qualifying facility" within the meaning of PURPA and the facility is determined at any time not to be such a facility or PURPA is amended to permit Applicant to own facilities or engage in activities not permitted to it as the owner of a qualifying facility under the present provisions of PURPA; or
 - (ii) Applicant has represented that it is an "exempt wholesale generator" within the meaning of PUHCA 2005 and Applicant is determined at any time not to be such a generator or PUHCA 2005 is amended to permit Applicant to own facilities or engage in activities not permitted to it as an exempt wholesale generator under the present provisions of PUHCA 2005.

The following additional understanding (g) applies only to Applicants while acting, now or in the future, as end users in NEPOOL:

- (g) Consistent with understanding (b) above, NEPOOL shall have the right to delete any conditions initially imposed or waivers initially granted and to impose additional reasonable conditions on Applicant's participation in NEPOOL which shall apply if it is determined that Applicant has failed to qualify as an End User Participant, as defined in Section 1 of the Second Restated NEPOOL Agreement, if such deletions or conditions are necessary or appropriate in view of such changes.

The following additional understandings (h), (i), and (j) apply only to Applicants that would qualify as End User Participants and elect before their application is approved by NEPOOL to be a Governance Only Member (as described more fully below):

- (h) Applicant's participation in NEPOOL shall be for governance purposes only ("Governance Only Member"). As a Governance Only Member, Applicant shall be:
 - (i) entitled to participate in all NEPOOL governance matters, including voting membership in all Principal Committees;
 - (ii) required to pay all application and annual fees applicable to End User Participants pursuant to Section 14 of the Second Restated NEPOOL Agreement;
 - (iii) required to forego participation in the New England Market, other than as permitted or required pursuant to the Load Response Program; and
 - (iv) required to deliver written notice of such election 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
- (i) The acceptance in NEPOOL of such Applicant as a Governance Only Member does not require nor prescribe any different treatment from the treatment then accorded to any other End User Participant for the determination of its transmission or distribution charges.
- (j) The Governance Only Member Applicant with generation shall certify in a form reasonably acceptable to NEPOOL as to the following conditions, and shall become a End User Participant without Governance Only Member status if and when such conditions are no longer satisfied:
 - (i) For any hour in which the End User Behind-the-Meter Generation owned by the Governance Only Member does not fully meet its associated Electrical Load which is behind the meter, another Participant which is not a Governance Only Member is obligated under tariff or contract to include as part of its load asset in such hour the difference between (x) the Electrical Load of the Governance Only Member and (y) the kilowatthours of that Electrical Load which are produced by the End User Behind-the-Meter Generation; and
 - (ii) For any hour in which the output of the End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Electrical Load, the Governance Only Member is obligated to ensure that another Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to the ISO pursuant to applicable Market Rules.

The following additional understanding (k) applies only to Applicants that would qualify as End User Participants entitled to join the End User Sector, and which are Small End Users:

- (k) Applicant may not appoint to a NEPOOL committee a voting member or alternate to that member, or have its vote cast by another person pursuant to a written, standing designation or proxy, except in accordance with this understanding (k):
 - (i) An Applicant shall be entitled to appoint as its voting member, and alternate to that member, of each NEPOOL committee, and have as its designated representative or proxy, any individual; provided, however, that such individual shall not be a Related Person of another Participant in a Sector other than the End User Sector.

The following additional understanding (l) applies only to Applicants that are end users without generation, that do not elect to be Governance Only Members, and that participate directly in the New England Market (“Market Participant End Users”):

- (l) The Applicant shall certify in a form reasonably acceptable to NEPOOL as to the following conditions, and shall be permitted to participate in the New England Market only if, and for so long as, the following conditions are satisfied:
 - (i) Applicant shall have no ability to be reflected in the ISO’s settlement system as either a purchaser or a seller of any Market Products so long as such participation causes NEPOOL and/or the ISO to be subject to regulation as the electrical supplier for Applicant’s Electrical Load (“Retail Supplier”) by the state regulatory agency of the state(s) in which the Applicant consumes electricity;
 - (ii) The obligation to serve the electrical load of the Applicant shall at all times be assigned to a Market Participant (whether such Market Participant is Applicant or another Participant) which is duly authorized or required under the applicable state statutes and regulations of the Applicant’s state(s) to be a licensed Retail Supplier or is otherwise authorized to serve its electrical load without a license; and
 - (iii) Applicant shall have in place arrangements with its default service provider, either contractual or statutory, to provide for the automatic assignment of the obligation to serve its electrical load and the load associated with any of its Load Assets to such default service provider should the Retail Supplier be suspended from the New England Markets in accordance with the provisions of the Tariff, including the Financial Assurance Policy for Market Participants (Exhibit IA to Section I of the Tariff).

In notifying an Applicant that its application has been accepted subject to the stated understandings and requesting Applicant’s written acceptance of the understandings, the Membership Subcommittee Chair, or appropriate NEPOOL Participants Committee designee, shall include in a letter to Applicant the following reminders (1) through (8), applicable to all Applicants, unless otherwise specified in the following provisions:

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time; and
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant or any such entity.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (9) and (10), applicable to Applicants, other than Governance Only Members:

- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities; and

- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance Only Member, to verify that satisfactory transmission arrangements have been made for each transaction.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (11), applicable to load aggregators, power marketers and brokers:

- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (12) and (13), applicable while the Applicant is acting, now or in the future, as a load aggregator, IPP, or end user:

- (12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (14), applicable to EWGs, QF owners and IPPs:

- (14) membership in NEPOOL and participation in the New England Markets could affect Applicant's operations in many ways, including without limitation its status as the owner of a qualifying facility under PURPA, an exempt wholesale generator under PUHCA, or an entity exempt under PUHCA because of its predominantly intrastate activities. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, the facility loses its status as a qualifying facility or the Market Participant loses its status as an exempt wholesale generator.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminders (15) and (16), applicable to all end users:

- (15) membership in NEPOOL and participation in the New England Markets could affect Applicant in many ways, including without limitation subjecting Applicant to the jurisdiction of federal and/or state regulatory agencies to which Applicant may not already be subject. Applicant should assess all such effects before becoming a Participant or participating in the New England Markets. Pursuant to the understandings under which it does become a Participant, Applicant should notify NEPOOL if, as a result of or following its joining of NEPOOL or as a result of its participation in the New England Market, it becomes subject to regulation by any federal and/or state regulatory agencies; and
- (16) without limiting the generality of reminder (2), each End User Participant is obligated to provide NEPOOL and the ISO, within fifteen (15) days of the annual meeting of the Participants Committee, with a report of its highest Energy use during any hour in the preceding year (net of any use of End User Behind-the-Meter Generation) and any other information that NEPOOL or the ISO determines is required in order to administer and implement the provisions of Section 14 of the Second Restated NEPOOL Agreement or Section 14 of the Participants Agreement, as appropriate.

The Membership Subcommittee Chair, or appropriate Participants Committee designee, shall further include in a letter to Applicant the following reminder (17), applicable to all Provisional Members:

- (17) 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) is 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. 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.

ATTACHMENT 6

February 9, 2017

David T. Doot
Secretary, NEPOOL Participants Committee
c/o Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103-1212
dt_doot@daypitney.com

ISO New England Inc.
Attn: Membership Coordinator
One Sullivan Road
Holyoke, MA 01040-2841
memcoord@iso-ne.com

RE: Notice of Intent to Terminate NEPOOL Membership and Market Participant Status for CinCap V, LLC, CAMS ID: 50200

Please accept this letter as notice of termination of CinCap V, LLC's ("CinCapV's") NEPOOL membership and the Market Participant Service Agreement by and between CinCapV and ISO New England Inc. (the "MPSA").¹ CinCapV requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of 03/01/2017, 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.

CinCapV 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, CinCapV will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

CinCapV further understands that termination of the MPSA and the termination of CinCapV's status as a NEPOOL member does not affect any obligation of, or to, CinCapV arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the ISO New England Transmission, Markets, and Services Tariff. In particular, CinCapV 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 513-287-3014.

Sincerely,



Shannon Gronefeld
Portfolio Risk Manager

cc: Patrick M. Gerity, Esq., pmgerity@daypitney.com

¹ The MPSA with CinCapV is reported by ISO New England as MPSA No. 109.

ATTACHMENT 7



February 9, 2017

David T. Doot
Secretary, NEPOOL Participants Committee
c/o Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103-1212
dt_doot@daypitney.com

ISO New England Inc.
Attn: Membership Coordinator
One Sullivan Road
Holyoke, MA 01040-2841
memcoord@iso-ne.com

RE: Notice of Intent to Terminate NEPOOL Membership and Market Participant Status for Duke Energy Commercial Enterprises, Inc., CAMS ID: 50045

Please accept this letter as notice of termination of Duke Energy Commercial Enterprises, Inc.'s ("DECE's") NEPOOL membership and the Market Participant Service Agreement by and between DECE and ISO New England Inc. (the "MPSA").¹ DECE requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of 03/01/2017 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.

DECE 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, DECE will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

DECE further understands that termination of the MPSA and the termination of DECE's status as a NEPOOL member does not affect any obligation of, or to, DECE arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the ISO New England Transmission, Markets, and Services Tariff. In particular, DECE 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 513-287-3014.

Sincerely,

Shannon Gronefeld
Portfolio Risk Manager

cc: Patrick M. Gerity, Esq., pmgerity@daypitney.com

¹ The MPSA with DECE is reported by ISO New England as MPSA No. 107.

ATTACHMENT 8



South Jersey Energy

Where we put all of our energy[®]

January 30, 2017

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

ISO New England Inc.
Attn: Membership Coordinator
One Sullivan Road
Holyoke, MA 01040-2841
memcoord@iso-ne.com

RE: Notice of Intent to Terminate NEPOOL Membership and Market Participant Status for South Jersey Energy ISO2, LLC, CAMS ID: 89156

Please accept this letter as notice of termination of South Jersey Energy ISO2, LLC's ("South Jersey Energy ISO2, LLC's") NEPOOL membership and the Market Participant Service Agreement by and between South Jersey Energy ISO2, LLC and ISO New England Inc (the "MPSA").¹ South Jersey Energy ISO2, LLC requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of March 1, 2017, 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.

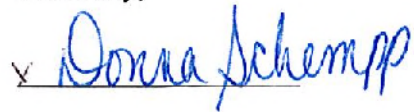
South Jersey Energy ISO2, LLC understands that this termination of NEPOOL membership must be accepted by the Federal Energy Regulatory Commission and that, until such time as it is accepted, South Jersey Energy ISO2, LLC will continue to have the full rights and obligations of other Participants under the Second Restated NEPOOL Agreement.

South Jersey Energy ISO2, LLC further understands that termination of the MPSA and the termination of South Jersey Energy ISO2, LLC's status as a NEPOOL member does not affect any obligation of, or to, South Jersey Energy ISO2, LLC arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the ISO New England Transmission, Markets, and Services Tariff. In particular, South Jersey Energy ISO2, LLC 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, please contact Brian Wolford at (609) 568-9028 extension 6952.

¹ The MPSA with South Jersey Energy ISO2, LLC is reported by ISO New England as MPSA No. [].

Sincerely,

A handwritten signature in blue ink that reads "Donna Schempp". The signature is written in a cursive style and is positioned above a horizontal line.

Donna Schempp
Vice President

cc: Patrick M. Gerity, Esq., pmgerity@daypitney.com

ATTACHMENT 9

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

February 28, 2017

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 Charlie Baker
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 Christopher T. Sununu
State House
107 North Main Street
Concord, NH 03301

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

Rhode Island

The Honorable Gina M. Raimondo
82 Smith Street
Providence, RI 02903

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

Vermont

The Honorable Phil Scott
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**

February 28, 2017

Martin Honigberg, President
New England Conference of
Public Utilities Commissioners, Inc.
c/o New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
martin.honigberg@puc.nh.gov

Rachel Aslin Goldwasser
Executive Director
New England Conference of
Public Utilities Commissioners, Inc.
rgoldwasser@necpuc.org

Harvey L. Reiter, Esq.
Counsel for New England Conference
of Public Utilities Commissioners, Inc.
c/o Stinson Morrison Hecker LLP
1150 18th Street, NW, Suite 800
Washington, DC 20036-3816
HReiter@stinson.com

Coalition of Northeastern Governors
400 North Capitol Street, NW Suite 382
Washington, DC 20001
coneg@sso.org

Heather Hunt
Executive Director
New England States Committee on Electricity
4 Bellows Road
Westborough, MA 01581
HeatherHunt@NESCOE.com