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March 31, 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 Application

Dear Secretary Bose:

The New England Power Pool (“NEPOOL”) Participants Committee<sup>1</sup> hereby submits this transmittal letter electronically along with a counterpart signature page of the New England Power Pool Agreement, dated as of September 1, 1971, as amended (“Second Restated NEPOOL Agreement”) executed by the following Entity:

- GridAmerica Holdings Inc. (“GridAmerica Holdings”).

These materials are submitted in order to expand NEPOOL membership to include GridAmerica Holdings.

**I. MEMBER APPLICATION: GridAmerica Holdings**

**GridAmerica Holdings**, which plans to become a Qualified Transmission Project Sponsor, has indicated that it will participate in NEPOOL as a Provisional Member. GridAmerica Holdings is a Related Person of New England Power Company, Massachusetts Electric Company and Narragansett Electric Company (collectively, the “National Grid Companies”). Accordingly, GridAmerica Holdings will be represented, together with the National Grid Companies, in the Transmission Sector.

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

The Honorable Kimberly D. Bose, Secretary  
March 31, 2017  
Page 2

## II. CHANGE IN PARTICIPANT NAMES: ENGIE Energy Marketing; Verso Energy Services

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>  |
|--|---|
| ENGIE Energy Marketing NA, Inc.<br>Verso Energy Services LLC | GDF SUEZ Energy Marketing NA, Inc.<br>Verso Maine Energy LLC <sup>2</sup> |

## III. REQUESTED EFFECTIVE DATE

GridAmerica Holdings has requested expedited consideration of its membership application. Accordingly, the NEPOOL Participants Committee requests that the Commission waive any applicable notice requirements to permit the following effective date:

- **April 1, 2017** for (i) the NEPOOL membership of GridAmerica Holdings; and (ii) the name changes of ENGIE Energy Marketing and Verso Energy Services.<sup>3</sup>

The NEPOOL Participants Committee further requests that the eTariff record effective date also be set at April 1, 2017.<sup>4</sup>

## IV. 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

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<sup>2</sup> See *Verso Energy Services LLC*, Docket No. ER17-814 (Mar. 16, 2017) (unpublished letter order).

<sup>3</sup> To the extent the Commission determines that certain filing requirements have not been met fully, the NEPOOL Participants Committee respectfully requests waiver of such requirements in order for the GridAmerica Holdings membership to be accepted as noted in Section III. No party will be adversely affected by the waivers requested in these circumstances.

<sup>4</sup> The Commission has relieved NEPOOL of the requirement to file changes to the NEPOOL Agreement in tariff format. *ISO New England, Inc. and New England Power Pool*, 95 FERC ¶ 61,384 at 62,441-42 (2001). Accordingly, the NEPOOL Agreement has not been filed formally as an eTariff pursuant to Order No. 714. However, proposed changes to the NEPOOL Agreement are still required to be filed with the Commission with enough information provided to permit the Commission to view the proposed changes in the context of the composite Agreement, *Id.* at 62,442. As a matter of administrative efficiency and convenience, these materials, including Attachment 1 included herewith marked to show the addition of GridAmerica Holdings to, and the ENGIE Energy Marketing and Verso Energy Services 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](http://www.nepool.com/uploads/C-list_of_nepool_participants.pdf). A composite copy of the Second Restated NEPOOL Agreement is posted at: [http://www.nepool.com/uploads/Op-2d\\_RNA.pdf](http://www.nepool.com/uploads/Op-2d_RNA.pdf).

The Honorable Kimberly D. Bose, Secretary  
March 31, 2017  
Page 3

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 GridAmerica Holdings and has approved GridAmerica Holdings for membership in 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 GridAmerica Holdings to, and the ENGIE Energy Marketing and Verso Energy Services name changes in, the list of NEPOOL Participants (Attachment 1);
- The counterpart signature page to the NEPOOL Agreement executed by GridAmerica Holdings (Attachment 2);
- A letter from NEPOOL to GridAmerica Holdings dated January 26, 2017 confirming the approval of GridAmerica Holdings' application for membership, and GridAmerica Holdings' acceptance of the conditions and waivers by countersignature dated February 17, 2017 (Attachment 3); 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 4).

The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to make GridAmerica Holdings an additional Participant, and to change the names of ENGIE Energy Marketing and Verso Energy Services, 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 GridAmerica Holdings in NEPOOL are submitted because they cannot be made with any reasonable accuracy. Existing facilities are sufficient for service to GridAmerica Holdings. Accordingly, no additional facilities are to be installed or modified by the Participants in order for GridAmerica Holdings to become a Participant 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,<sup>5</sup> as well as each of the independent power producers, power marketers, power brokers, load aggregators, customer-owned utility systems, merchant transmission providers, developers, and end users that are currently Participants in the Pool. This transmittal letter and the accompanying materials have also been sent to the governors and electric utility regulatory agencies for the six New England states which comprise the New England Control Area, to the New England

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<sup>5</sup> The Commission approved the settlement agreement pursuant to which the regional transmission organization for New England (the "RTO") was established. *ISO New England Inc. et al.*, 109 FERC ¶ 61,147 (2004). Activation of the RTO was noticed in accordance with the settlement agreement and became effective on Feb. 1, 2005. *See also* Order Authorizing RTO Operations, *ISO New England Inc. et al.*, 110 FERC ¶ 61,111 (2005).

The Honorable Kimberly D. Bose, Secretary  
March 31, 2017  
Page 4

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

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

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

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

Respectfully submitted,

NEPOOL PARTICIPANTS COMMITTEE

By:   
Patrick M. Gerity  
Its Counsel

Attachments

cc: GridAmerica Holdings  
NEPOOL Participants Committee Members and Alternates  
Governors and Utility Regulatory Agencies identified on Attachment 4

**ATTACHMENT 1**

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| Participant Name                            | Effective Date of Membership<br>if after 6/30/2000 |
|---|--|
| Emera Energy Services Subsidiary No. 1 LLC  | 5/1/2007   |
| Emera Energy Services Subsidiary No. 2 LLC  | 6/1/2007   |
| Emera Energy Services Subsidiary No. 3 LLC  | 6/1/2007   |
| Emera Energy Services Subsidiary No. 4 LLC  | 6/1/2007   |
| Emera Energy Services Subsidiary No. 5 LLC  | 10/1/2010  |
| Emera Energy Services Subsidiary No. 6 LLC  | 1/1/2014   |
| Emera Energy Services Subsidiary No. 7 LLC  | 1/1/2014   |
| Emera Energy Services Subsidiary No. 8 LLC  | 1/1/2014   |
| Emera Energy Services Subsidiary No. 9 LLC  | 12/1/2016  |
| Emera Energy Services Subsidiary No. 10 LLC | 12/1/2016  |
| Emera Energy Services Subsidiary No. 11 LLC | 1/1/2017   |
| Emera Energy Services Subsidiary No. 12 LLC | 1/1/2017   |
| Emera Energy Services Subsidiary No. 13 LLC | 1/1/2017   |
| Emera Energy Services Subsidiary No. 14 LLC | 1/1/2017   |
| Emera Energy Services Subsidiary No. 15 LLC | 1/1/2017   |
| Emera Maine                                 |  |
| EmpireCo Limited Partnership                | 3/1/2011   |
| Energy Management, Inc.                     | 2/1/2001   |
| Energy New England LLC                      |  |
| Energy Federation Inc.                      | 2/1/2006   |
| Energy GPS LLC                              | 8/1/2016   |
| Energy Plus Holdings LLC                    | 5/1/2009   |
| EnerNOC, Inc.                               | 5/1/2005   |
| Enerwise Global Technologies, Inc.          | 3/1/2014   |
| Engelhart CTP (US) LLC                      | 12/1/2013  |
| <u>ENGIE Energy Marketing NA, Inc.</u>      | <u>7/1/2009</u>                                    |
| ENGIE Resources LLC                         | 5/1/2016   |
| Entergy Nuclear Power Marketing LLC         | 4/1/2006   |
| Entrust Energy East, Inc.                   | 5/1/2013   |
| EnvaPower, Inc.                             | 9/1/2008   |
| Epico USA, Inc.                             | 3/1/2015   |
| Essential Power, LLC                        | 8/1/2013   |
| Essential Power Massachusetts, LLC          | 7/1/2008   |
| Essential Power Newington, LLC              | 7/1/2008   |
| ESI Northeast Energy GP, Inc.               |  |
| ETC Endure Energy, LLC                      | 4/1/2009   |

| Participant Name  | Effective Date of Membership<br>if after 6/30/2000 |
|---|--|
| Evergreen Wind Power II, LLC                              | 4/1/2015   |
| Evergreen Wind Power III, LLC                             | 7/1/2008   |
| EverPower Commercial Services LLC                         | 2/1/2013   |
| Eversource Energy Transmission Ventures, Inc.             | 4/1/2016   |
| Everyday Energy, LLC                                      | 11/1/2015  |
| Exelon Generation Company, LLC                            | 2/1/2013   |
| Fairchild Energy, LLC                                     | 12/1/2005  |
| Fairpoint Energy, LLC                                     | 3/1/2012   |
| First Point Power, LLC                                    | 1/1/2010   |
| First Wind Energy Marketing, LLC                          | 11/1/2009  |
| FirstLight Power Resources Management, LLC                | 5/1/2016   |
| Fisher Road Solar I LLC                                   | 10/1/2014  |
| Fitchburg Gas and Electric Light Company                  |  |
| Food City, Inc.   | 3/1/2008   |
| Footprint Power Salem Harbor Development LP               | 11/1/2013  |
| FPL Energy Mason, LLC                                     |  |
| FPL Energy Wyman, LLC                                     |  |
| FPL Energy Wyman IV, LLC                                  |  |
| Freepoint Commodities LLC                                 | 6/1/2012   |
| Galt Power Inc.   | 8/1/2010   |
| Garland Manufacturing Company                             | 3/1/2008   |
| Garland Power Company                                     | 3/1/2008   |
| Gas Recovery Systems, LLC                                 | 6/1/2005   |
| GBE Power Inc.  | 2/1/2016   |
| <del>GDF SUEZ Energy Marketing North America, Inc.</del>  | <del>7/1/2009</del>                                |
| Genbright, LLC  | 1/1/2014   |
| GenConn Energy LLC  | 7/1/2008   |
| GenOn Energy Management, LLC                              | 6/1/2005   |
| Georgetown Municipal Light Department                     |  |
| Granite Reliable Power, LLC                               | 4/1/2010   |
| Gravity Renewables Inc.                                   | 8/1/2016   |
| Great Bay Power Marketing, Inc.                           | 12/1/2002  |
| Green Berkshires, Inc.                                    | 4/1/2008   |
| Green Development, LLC d/b/a Wind Energy Development, LLC | 9/1/2015   |
| Green Mountain Energy Company                             | 6/1/2011   |
| Green Mountain Power                                      |  |
| Green Power USA, LLC                                      | 12/1/2016  |
| <u>GridAmerica Holdings Inc.</u>                          | <u>4/1/2017</u>                                    |
| Groton Electric Light Department                          |  |
| Groveland Electric Light Department                       | 1/1/2009   |

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| Participant Name                                     | Effective Date of Membership<br>if after 6/30/2000 |
|--|--|
| VCharge Inc.   | 2/1/2010   |
| Verde Energy USA, Inc.                               | 9/1/2009   |
| Vermont Electric Cooperative                         |  |
| Vermont Electric Power Company, Inc.                 |  |
| Vermont Energy Investment Corporation                | 9/1/2006   |
| Vermont Public Power Supply Authority                |  |
| Vermont Transco LLC                                  | 7/1/2006   |
| Vermont Wind   | 9/1/2007   |
| Verso <del>Maine</del> -Energy <u>Services</u> LLC   | 6/1/2010   |
| Viridian Energy, LLC                                 | 7/1/2009   |
| Viridity Energy, Inc.                                | 9/1/2009   |
| Vitol Inc.   | 10/1/2010  |
| Wakefield Municipal Gas and Light Department         |  |
| Wallingford, Conn., Dep't of Pub. Utils., Elec. Div. | 10/1/2013  |
| Wallingford Energy II, LLC                           | 1/1/2015   |
| Waterbury Generation LLC                             | 4/1/2009   |
| Waterside Power, LLC                                 | 9/1/2009   |
| Wellesley Municipal Light Plant                      | 6/1/2002   |
| West Boylston Municipal Lighting Plant               |  |
| Western Massachusetts Electric Company               |  |
| Westfield Gas & Electric Light Department            |  |
| Wheelabrator Bridgeport, LP                          | 10/1/2008  |
| Wheelabrator North Andover Inc.                      | 10/1/2005  |
| WM Renewable Energy, LLC                             | 6/1/2008   |
| Wolfeboro Municipal Electric Department              | 1/1/2009   |
| Wolverine Holdings, L.P.                             | 5/1/2016   |
| XOOM Energy, LLC                                     | 11/1/2011  |
| Yes Energy, LLC                                      | 1/1/2014   |
| Z-TECH LLC   | 7/1/2005   |



**ATTACHMENT 2**

**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 20, 2014  
(please insert date)

**GridAmerica Holdings Inc.**



By: \_\_\_\_\_

Name: William Hazelip

Title: VP, Business Development

Company: GridAmerica Holdings Inc.

Address: 40 Sylvan Road, Waltham,

MA 02451

**ATTACHMENT 3**



NEW ENGLAND POWER POOL

Patrick M. Gerity, Counsel  
NEPOOL Membership Subcommittee

January 26, 2017

Nabil Hitti  
Director, US Business Development  
**GridAmerica Holdings, Inc.**  
c/o National Grid USA Service Company Inc.  
40 Sylvan Road  
Waltham, MA 02451  
[nabil.hiti@nationalgrid.com](mailto:nabil.hiti@nationalgrid.com)

Re: Application for NEPOOL Membership

Dear Nabil:

The request of Grid America Holdings Inc. (“GAH”) to become a Provisional Member<sup>1</sup> in the New England Power Pool (“NEPOOL”) was conditionally approved by the NEPOOL Participants Committee 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 GAH’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](mailto:hlatka@iso-ne.com)**

I understand that GAH intends to participate in NEPOOL initially as a Provisional Member of the Pool. Your signature on this letter will also serve to confirm that understanding.

I have been instructed to remind GAH of the following obligations which are common to all NEPOOL Participants that are Provisional Members:

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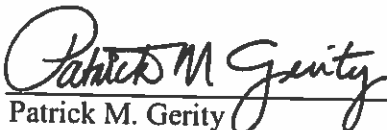
<sup>1</sup> Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement (“Restated NEPOOL Agreement”), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff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

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

Very truly yours,



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

Accepted and approved:

**GridAmerica Holdings Inc.**

By: 

Name: MADHURA NISHIT  
Its: VICE PRESIDENT

Dated: 2/17/2017

Enclosure

96373670.1

## 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**

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

**March 31, 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**

**March 31, 2017**

Martin Honigberg, President  
New England Conference of  
Public Utilities Commissioners, Inc.  
c/o New Hampshire Public Utilities Commission  
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Heather Hunt  
Executive Director  
New England States Committee on Electricity  
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