

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

November 27, 2013

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. ER14- _____ -000
NEPOOL Member Application and Termination of NEPOOL Membership

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 Entity:

- BTG Pactual Commodities (US) LLC (“BTG”).

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

- AEP Energy, Inc. (“AEP”).

These materials are submitted in order to expand NEPOOL membership to include BTG and to terminate the Participant status of AEP.

I. MEMBER APPLICATION: BTG

BTG has indicated that it will participate in NEPOOL as a Data Only Participant (an entity that does not participate directly in the New England Markets, seeks read-only access to the data in ISO New England’s eMarket system relating to binding constraints and internal/external interface limits for so long as such data is not otherwise available to Non-Participants, and has executed an Market Participant Service Agreement).

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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II. TERMINATION OF MEMBERSHIP: AEP

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.” AEP has provided such notice, requesting waiver of the sixty days’ notice requirement. (See Attachment 4). AEP has requested that termination of its status as a Participant be made effective as of November 1, 2013. If the termination of AEP’s membership is accepted for filing by the Commission, AEP will be excused from its obligation to pay Pool charges and relieved of its other Pool obligations and responsibilities incurred from and after November 1, 2013.

III. REQUESTED EFFECTIVE DATES

BTG has requested expedited consideration of its membership application. Expedited consideration of the termination of the Participant status of AEP is also requested. Accordingly, the NEPOOL Participants Committee requests that the Commission waive any applicable notice requirements to permit the following effective dates:

- **November 1, 2013** for the termination of the NEPOOL Participant status of AEP.
- **December 1, 2013** for the NEPOOL membership of BTG.²

The NEPOOL Participants Committee further requests that the eTariff record effective date be set at the earlier of the effective dates requested immediately above, or November 1, 2013.³

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

² 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 Participant status of BTG, and the termination of the Participant status of AEP, to be accepted as noted in Section III. No party will be adversely affected by the waivers requested in these circumstances.

³ 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 BTG to, and the removal of AEP from, the list of NEPOOL Participants, was submitted using the Commission’s eTariff system. A composite list of NEPOOL Participants is posted on the NEPOOL website at: http://www.nepool.com/uploads/C-list_of_nepool_participants.pdf. 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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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 BTG and AEP and has approved BTG for membership in, and the termination of the Participant status of AEP 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 BTG to, and the removal of AEP from, the list of NEPOOL Participants (Attachment 1);
- The counterpart signature page to the NEPOOL Agreement executed by BTG (Attachment 2);
- A letter from NEPOOL to BTG dated November 26, 2013 confirming the approval of BTG's application for membership, and BTG's acceptance of the conditions and waivers by countersignature dated November 26, 2013 (Attachment 3);
- A letter from AEP to the Secretary of the NEPOOL Participants Committee and the ISO dated October 30, 2013 requesting termination of AEP's NEPOOL membership and AEP's status as a New England Market Participant (Attachment 4); 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 5).

The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to make BTG an additional Participant, and to terminate the Participant status of AEP, 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 BTG in NEPOOL are submitted because they cannot be made with any reasonable accuracy. Existing facilities are sufficient for service to BTG. Accordingly, no additional facilities are to be installed or modified by the Participants in order for BTG 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,⁴ 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

⁴ 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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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.

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

Audra Perry
New England Membership Application Coordinator
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Tel: 413-535-4169
Fax: 413-540-4680
E-mail: aperry@iso-ne.com

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

Respectfully submitted,

NEPOOL PARTICIPANTS COMMITTEE

By: 
Patrick M. Gerity
Its Counsel

Attachments

cc: BTG
AEP
NEPOOL Participants Committee Members and Alternates
Governors and Utility Regulatory Agencies identified on Attachment 5

ATTACHMENT 1

Participant Name	Effective Date of Membership if after 6/30/2000
511 Plaza, LP	4/1/2006
511 Plaza Energy, LLC	4/1/2006
A123 Systems, Inc.	1/1/2011
Abest Power & Gas, LLC	2/1/2013
Acushnet Company	6/1/2010
Advanced Power Services (NA) Inc.	9/1/2007
AEP Energy, Inc.	6/1/2010
Aequitas Energy, Inc.	9/1/2012
Algonquin Energy Services Inc	5/1/2010
Ambit Northeast LLC	5/1/2012
Ameresco CT LLC	2/1/2010
Ameresco DR, LLC	6/1/2010
American PowerNet Management, LP	12/1/2009
Ampersand Energy Partners LLC	1/1/2008
Ansonia Generation, LLC	9/1/2007
Anthony, Christopher M.	6/1/2011
Ashburnham Municipal Light Plant	
Associated Industries of Massachusetts	
Backyard Farms, LLC	9/1/2009
Backyard Farms Energy, LLC	9/1/2009
Bangor Hydro-Electric Company	
Barclays Bank PLC	11/1/2004
BBPC LLC d/b/a Great Eastern Energy	4/1/2012
Beacon Power, LLC	5/1/2012
Bear Swamp Power Company LLC	6/1/2005
Belmont Municipal Light Department	
Berkshire Power Company, LLC	9/1/2006
Berlin Station, LLC	10/1/2011
Black Bear HVGW, LLC	12/1/2010
Black Bear Hydro Partners, LLC	9/1/2009
Black Bear SO, LLC	10/1/2013
Blackstone Hydro, Inc.	12/1/2004
Blue Pilot Energy, LLC	4/1/2011
Blue Sky East, LLC	8/1/2012

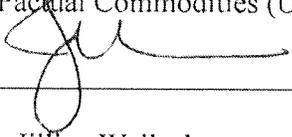
Participant Name	Effective Date of Membership if after 6/30/2000
BNP Paribas Energy Trading GP	2/1/2010
Boylston Municipal Light Department	
BP Energy Company	12/1/2000
Braintree Electric Light Department	
Brayton Point Energy, LLC	5/1/2013
Bridgeport Fuel Cell Park, LLC	4/1/2010
Bridgewater Power Company 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
<u>BTG Pactual Commodities (US) LLC</u>	<u>12/1/2013</u>
Burlington Electric Department	
C.N. Brown Electricity, LLC	10/1/2012
Calpine Energy Services, LP	11/1/2000
Canadian Wood Products – Montreal, Inc.	7/1/2012
Cape Light Compact	7/1/2000
Cape Wind Associates, LLC	9/1/2012
Cargill Power Markets, LLC	
Central Maine Power Company	
Centre Lane Trading Limited	7/1/2010
CHI Power Marketing, Inc.	12/1/2009
Chicopee Municipal Lighting Plant	
Choice Energy LLC	8/1/2010
Cianbro Companies, The	11/1/2009
Cianbro Energy, LLC	11/1/2009
CinCap V, LLC	
Citigroup Energy Inc.	12/1/2004
Clearview Electric Inc.	12/1/2007
Clear Choice Energy, LLC	8/1/2013

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 JUNE 24, 2013.
(please insert date)

BTG Pactual Commodities (US) LLC

By:  _____

Name: Jillian Wallach

Title: Authorized Signatory

Company: BTG Pactual Commodities (US) LLC

Address: 601 Lexington Avenue, New York, NY

ATTACHMENT 3



NEW ENGLAND POWER POOL

Michael Lynch, Chair
Membership Subcommittee

November 26, 2013

Danielle Fazio
BTG Pactual Commodities (US) LLC
400 Atlantic Street, 12th Floor
Stamford, CT 06901
Danielle.Fazio@BTGPactual.com

Re: Application for NEPOOL Membership

Dear Danielle:

The request of BTG Pactual Commodities (US) LLC (“BTG Pactual”) to become a Participant¹ in the New England Power Pool (“NEPOOL”) was approved by the NEPOOL Participants Committee Membership Subcommittee at its November 21, 2013 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm BTG Pactual’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:

Audra Perry
New England Membership Application Coordinator
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-540-4680
E-mail: aperry@iso-ne.com

I understand that BTG Pactual intends to participate in New England as a Data Only Participant. Your signature on a copy of this letter will also serve to confirm that understanding.

I have been instructed to remind BTG Pactual of the following obligations which are common to all NEPOOL Participants:

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; 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.

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

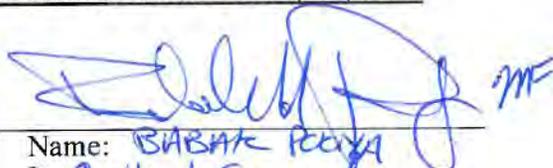
Very truly yours,



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

Accepted and approved:

BTG Pactual Commodities (US) LLC

By: 

Name: BABATE PECORA
Its: Co-Head Counsel

Dated: November 26, 2013

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



October 30, 2013

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

Customer Support
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
custserv@iso-ne.com

**RE: AEP Energy, Inc. (CAMS #51326) Notice of Intent to Terminate
NEPOOL Membership and Market Participant Status**

Please accept this letter as notice of termination of AEP Energy, Inc.'s (F/K/A Bluestar Energy Services, Inc.) ("AEP Energy's") NEPOOL membership and the Market Participant Service Agreement by and between AEP Energy and ISO New England Inc (the "MPSA").¹ AEP Energy requests that the termination of its status as a NEPOOL Participant and the termination of the MPSA be made effective as of November 1, 2013, 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. Attached for your information is the completed Request to Withdraw Funds form.

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

AEP Energy further understands that termination of the MPSA and the termination of AEP Energy's status as a NEPOOL member does not affect any obligation of, or to, AEP Energy arising prior to the effective date of such termination under the Second Restated NEPOOL Agreement, the Participants Agreement, or the Tariff. In particular, AEP Energy 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.

¹ The MPSA with AEP Energy is reported by ISO New England as MPSA No. 430.



If you have any questions I can be reached at (312) 628-8613.

Sincerely,

A handwritten signature in black ink that reads "Madelon Kuchera".

Madelon Kuchera
Associate General Counsel & V.P. of
Regulatory Affairs
mkuchera@aepenergy.com

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

ISO New England – Request to WITHDRAW Funds

BlackRock Account Name: AEP Energy, Inc.
 BlackRock Account Number: 33714.....
 ISO-NE Participant ID Number: 51326.....
 Date of Request: 10/30/13

Client Redemption	<input checked="" type="checkbox"/>	(Return to Participant's Account)
ISO Redemption	<input type="checkbox"/>	(Return to ISO's Account - @ TD Bank NA)

Choose one:

Please write "All Plus Accrued Interest" if you are requesting all your funds be returned to you.

BlackRock, Inc. Taxable Investment Options

	Fund #	Requested \$ Amount of Withdrawal
BR Liquidity Funds, TempFund (<i>Default Investment</i>)	24	<input checked="" type="checkbox"/> All + accrued interest
BR Liquidity Funds, TempCash	21	<input type="checkbox"/>

BlackRock, Inc. Tax Advantaged/Exempt Investment Options

BR Liquidity Funds, T-Fund	60	<input type="checkbox"/>
BR Liquidity Funds, FedFund	30	<input type="checkbox"/>
BR Liquidity Funds, MuniFund	50	<input type="checkbox"/>
BR Liquidity Funds, MuniCash	48	<input type="checkbox"/>

Section 11(f) of the Control Agreement requires ISO approval for BlackRock to transact withdrawals
*By my signature I attest that I am an authorized individual of the company as designated on the
 BlackRock (BR) Liquidity Funds Account Application to make this request.*

Authorized Signer: 

(Print Name): Isabelle Ryan.....

Title: Controller

Fax form to 413-540-4569 Attn: Market & Credit Risk Dept. or email to CreditDepartment@iso-ne.com

ISO USE ONLY

Date received by the ISO and who processed:

Approved by: Rejected by:

Print Name: Data Set:

Title: Close BlackRock Account: Yes / No

Date sent to BlackRock:

ATTACHMENT 5

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

November 27, 2013

Connecticut

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

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

Maine

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

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

Massachusetts

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

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

New Hampshire

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

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

Rhode Island

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

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

Vermont

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

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

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

November 27, 2013

James Volz, President
New England Conference of
Public Utilities Commissioners, Inc.
c/o Vermont Public Service Board
112 State Street, Drawer 20
Montpelier, VT 05620-2701
james.volz@state.vt.us

Sarah Hofmann
New England Conference of
Public Utilities Commissioners, Inc.
shofmannNECPUC@gmail.com

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

Power Planning Committee
New England Governors' Conference, Inc.
76 Summer Street, 2nd Floor
Boston, MA 02110-1226

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