



July 13, 2023

**Via eTariff Filing**

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

Re: New England Power Pool and ISO New England Inc.  
FERC Docket No. ER23- \_\_\_\_\_ -000  
Involuntary Termination of Manchester Methane, LLC NEPOOL Membership &  
MPSA with ISO-NE

Dear Secretary Bose:

The New England Power Pool Participants Committee<sup>1</sup> (“NEPOOL”) and ISO New England Inc. (“ISO-NE”, and together with NEPOOL, the “Filing Parties”) hereby submit this transmittal letter, together with a revised list of NEPOOL Participants from the Second Restated NEPOOL Agreement, in order to terminate (i) the NEPOOL Participant status of Manchester Methane, LLC (“Manchester Methane”),<sup>2</sup> and (ii) the Market Participant Service Agreement (“MPSA”) between ISO-NE and Manchester Methane,<sup>3</sup> each as a result of longstanding defaults under both the ISO-NE Financial Assurance and Billing Policies. Given the length and repeated occurrence of its Financial Assurance and Payment Defaults, as well as its unresponsiveness regarding those Defaults, the Filing Parties can no longer reasonably expect that Manchester Methane will cure its Defaults.

**I. BACKGROUND**

Pursuant to Section 16.1(c) of the Restated NEPOOL Agreement and Section 3.2 of the MPSA, a Participant has the obligation to make timely payment of all amounts due under the Second Restated NEPOOL Agreement, Participants Agreement, and the ISO-NE Tariff. The ISO-NE Billing

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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. Transmission, Markets and Services Tariff (“ISO-NE Tariff”, and together, the “Documents”).

<sup>2</sup> Manchester Methane became a NEPOOL Participant effective Apr. 1, 2007. *See New England Power Pool*, Docket No. ER07-687-000, (May 23, 2007) (unpublished letter order). Manchester Methane also became a Market Participant also on Apr. 1, 2007. During the term of its membership, Manchester Methane has been a member of the Renewable Generation Sub-Sector of the Alternative Resources Sector.

<sup>3</sup> The MPSA between Manchester Methane and ISO-NE is reported by ISO-NE in its EQR filings as MPSA No. 238.

Policy, Exhibit ID to the ISO-NE Tariff (“Billing Policy”), defines the procedures used in administering charges and payments due under the Documents.

In the event that a Participant fails to pay the amount it owes when due (a “Payment Default”), the Billing Policy outlines the consequences to the defaulting Participant of the Payment Default, the actions that may be taken by ISO-NE to recover amounts due, and how ISO-NE will make up for any resulting shortfall of funds.<sup>4</sup> If a Payment Default is not cured by 10:00 a.m. Eastern Time on the Business Day immediately following the Business Day when such payment was originally due, ISO-NE must notify each member and alternate on the Participants Committee, members of the Budget and Finance Subcommittee, each Participant’s billing contact, and each of the New England governors and utility regulatory agencies of the identity of defaulting Participant, whether the defaulting Participant has a registered load asset, and the actions it plans to take or has taken in response to such Payment Default.<sup>5</sup> If the Payment Default is not cured by 8:30 a.m. Eastern Time of the second Business Day after the date when such payment was originally due, the defaulting Participant will be suspended from the New England Markets<sup>6</sup> and a notice of such suspension sent to each Participants Committee member and alternate, to the energy regulatory agencies in each of the New England states and to the Commission.<sup>7</sup> In the case of Manchester Methane, all of these steps were followed.

In addition, if a Payment Default continues for at least five days, NEPOOL may initiate a proceeding before the Commission to terminate the defaulting Participant’s status as a NEPOOL member.<sup>8</sup> By delegation of authority, the Participants Committee has authorized the Chair of the Membership Subcommittee to initiate such membership termination proceedings with the Commission.<sup>9</sup>

Pursuant to the Financial Assurance Policy contained in Section I of the Tariff<sup>10</sup> and the MPSA, ISO-NE has the broad authority to ask the Commission to terminate an entity’s status as a Market Participant. Specifically with regard to the MPSA, ISO-NE may terminate upon any material

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<sup>4</sup> Billing Policy at §§ 3.3 and 3.4.

<sup>5</sup> *Id.* at § 3.7.

<sup>6</sup> *Id.*

<sup>7</sup> See ISO-NE Information Policy, Attachment D to the ISO-NE Tariff, at § 2.3.

<sup>8</sup> Restated NEPOOL Agreement § 16.1(d).

<sup>9</sup> See Protocol for the Initiation of Membership Termination approved by the Participants Committee Apr. 6, 2001 (the “Termination Protocol”) at 1, Attachment 3 to this filing.

<sup>10</sup> See Financial Assurance Policy, Exhibit IA to Section I of the ISO-NE Tariff (“FAP”), at § II.A.1(b) (termination after review of financial disclosures made as part of minimum capitalization requirement); § II.A.5 (termination after failure to submit certificate or in the event that ISO-NE determines certificate criteria no longer apply); § II.C(3) (termination after failure to meet conditions, including posting of additional Financial Assurance); § V.C.3 (termination of Non-Participant Transmission Customers after failure to meet conditions); § V.D.3 (termination of Non-Participant Transmission Customers that fail to meet Financial Assurance requirements); § XI.A (termination after failure to report Material Adverse Change or to meet conditions imposed as a result of a Material Adverse Change); and § XI.F (termination following a Financial Assurance Default).

default,<sup>11</sup> which includes default of the Market Participant's obligations to abide by the terms of the ISO New England Operating Documents and to make timely payment of all amounts due thereunder.<sup>12</sup>

## II. INVOLUNTARY TERMINATION OF MEMBERSHIP: Manchester Methane

Manchester Methane is currently in default of its obligations under the Billing Policy ("Billing Defaults") and the Financial Assurance Policy ("FA Default", and together with the Billing Defaults, the "Defaults"). Manchester Methane was most recently suspended from the New England Markets as a result of a FA Default.<sup>13</sup> Since that suspension, Manchester Methane has failed to restore or maintain the required level of additional financial assurance under the Financial Assurance Policy. Similarly, since January 2023, Manchester Methane has had seven, uncured Payment Defaults.<sup>14</sup> Were it not suspended as a result of a FA Default, Manchester Methane would have been suspended as a result of its subsequent Billing Defaults. During the time of its suspension, Manchester Methane has failed to take action to cure the Defaults. The unpaid amounts billed to Manchester Methane have been covered first by the available additional financial assurance provided previously by Manchester Methane ("Manchester Methane FA"), and once the Manchester Methane FA was fully depleted, by the Late Payment Account maintained under the Billing Policy.<sup>15</sup>

Manchester Methane has been provided with multiple notices of its Defaults, as well as notice of the plans, absent a request from Manchester Methane to terminate its membership, to submit this filing. Both ISO-NE and NEPOOL have attempted to contact Manchester Methane regarding the Defaults without response. In light of all of the foregoing, and specifically given the length of time that Manchester Methane has failed to pay and its ongoing unresponsiveness, it is clear that Manchester Methane cannot reasonably be expected to cure its Defaults or to otherwise fully discharge its NEPOOL or ISO-NE payment or financial assurance obligations.

Given that Manchester Methane has clearly and materially defaulted on its obligations, NEPOOL and ISO-NE agreed to proceed with termination proceedings pursuant to, respectively, Section 16.1(d) of the Second Restated NEPOOL Agreement and Section 2.2 of the MPSA. Accordingly, pursuant to the Termination Protocol (*see* Attachment 3), the ISO-NE Vice President & Chief Financial and Compliance Officer recommended to the Chair of the Membership Subcommittee that termination proceedings be initiated against Manchester Methane (*see* Attachment

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<sup>11</sup> *See* MPSA, Attachment A to the ISO-NE Tariff, at § 2.2.

<sup>12</sup> *Id.* at § 3.2.

<sup>13</sup> *See* Notice of Market Participant Suspension, *ISO New England Inc.*, (not docketed) (filed Dec. 6, 2022).

<sup>14</sup> *See* Letter dated July 10, 2023 from Robert Ludlow, ISO-NE Vice President & Chief Financial and Compliance Officer, to Sarah Bresolin, Membership Subcommittee Chair, recommending initiation of termination proceedings for Manchester Methane ("Termination Recommendation"). Since the issuance of the Termination Recommendation, Manchester Methane incurred a seventh Payment Default when it again failed to timely pay its monthly (July 10, 2023) invoice for Non-Hourly Charges.

<sup>15</sup> *See* Billing Policy § 3.3(e).

2). The Membership Subcommittee Chairman has directed counsel for the Subcommittee to initiate the termination of the Participant status of Manchester Methane.

### **III. REQUESTED EFFECTIVE DATE**

Filing Parties respectfully request consideration of the involuntary termination of Manchester Methane so as to permit the termination of Manchester Methane's NEPOOL and Market Participant status to become effective as of September 11, 2023 (which is more than 60 days from the date of this filing). If the Manchester Methane termination is accepted for filing by the Commission as requested, Manchester Methane will be excused from any further obligations to pay Pool charges and relieved of any further Pool obligations and responsibilities incurred, from and after September 11, 2023 (but not those incurred before the effective date).

The NEPOOL Participants Committee further requests that the eTariff record effective date be set at September 11, 2023.<sup>16</sup> ISO-NE will reflect the termination of the MPSA in its EQR filing for the third quarter of 2023.

### **IV. ADDITIONAL SUPPORTING INFORMATION**

In addition to this transmittal letter, this filing includes the following materials:

- The list of NEPOOL Participants from the Second Restated NEPOOL Agreement, which has been marked to show the removal of Manchester Methane from the list of NEPOOL Participants (Attachment 1);
- Termination Recommendation (Attachment 2);
- Termination Protocol as adopted by the Participants Committee (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 or MPSA as previously filed with the Commission, other than to terminate the Participant status of Manchester Methane in

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<sup>16</sup> The Commission has relieved NEPOOL of the requirement to file changes to the NEPOOL Agreement in tariff format. *ISO New England, Inc. and New England Power Pool*, 95 FERC ¶ 61,384 at 62,441-42 (2001). Accordingly, the NEPOOL Agreement has not been filed formally as an eTariff pursuant to Order No. 714. However, proposed changes to the NEPOOL Agreement are still required to be filed with the Commission with enough information provided to permit the Commission to view the proposed changes in the context of the composite Agreement, *Id.* at 62,442. As a matter of administrative efficiency and convenience, these materials, including Attachment 1 included herewith marked to show the removal of Manchester Methane from 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: <https://nepool.com/library/operative-documents/>. A composite copy of the Second Restated NEPOOL Agreement is also posted at: <https://nepool.com/library/operative-documents/>.

NEPOOL and to terminate Manchester Methane's Market Participant status. Therefore, no comparisons of the transactions and revenues or cost data are submitted.

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, as well as each of the independent power producers, power marketers, power brokers, load aggregators, customer-owned utility systems, merchant transmission providers, developers, and end users that are currently Participants in the Pool. This transmittal letter and the accompanying materials have also been sent to the governors and electric utility regulatory agencies for the six New England states which comprise the New England Control Area, to the New England Conference of Public Utilities Commissioners, Inc., and to the Executive Director of the New England States Committee on Electricity.

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

Patrick M. Gerity, Esq.  
Counsel, NEPOOL Participants Committee  
Day Pitney LLP  
242 Trumbull Street  
Hartford, CT 06103-1212  
Tel: 860-275-0533  
E-mail: [pmgerity@daypitney.com](mailto:pmgerity@daypitney.com)

Jennifer M. Recht, Esq.  
Assistant General Counsel - Corporate  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040-2841  
Tel: 413-540-4479  
E-mail: [jrecht@iso-ne.com](mailto:jrecht@iso-ne.com)

Respectfully submitted,

NEPOOL PARTICIPANTS COMMITTEE  
By: /s/ Patrick M. Gerity  
Patrick M. Gerity  
Teresa J. Chen  
Its Attorneys

ISO NEW ENGLAND INC.  
By: /s/ Jennifer M. Recht  
Jennifer M. Recht  
Its Attorney

#### Attachments

cc: Dennis Botticello ([mzessin@anchorengr.com](mailto:mzessin@anchorengr.com))  
Ryan Posocco ([rposocco@sbcglobal.net](mailto:rposocco@sbcglobal.net))  
NEPOOL Participants Committee Members and Alternates  
Governors, Utility Regulatory Agencies and others identified on Attachment 4

**ATTACHMENT 1**

Participant Name	Effective Date of Membership if after 6/30/2000
MA Operating Holdings, LLC	10/1/2015
Macquarie Energy, LLC	2/1/2010
Macquarie Energy Trading LLC	11/1/2019
Madison BTM, LLC	10/1/2019
Madison Electric Works	10/1/2008
Madison ESS, LLC	2/1/2021
MAG Energy Solutions, Inc.	6/1/2006
Maine Power LLC	12/1/2016
Maine Public Advocate Office	3/1/2012
Maine Skiing, Inc.	
Major Energy Electric Services	5/1/2013
<del>Manchester Methane, LLC</del>	<del>4/1/2007</del>
Manchester Street, L.L.C.	2/1/2019
Mansfield Municipal Electric Department	
Maple Energy, LLC	8/1/2017
Marble River, LLC	8/1/2012
Marblehead Municipal Light Department	
Marco DM Holdings, L.L.C.	5/1/2018
Marie's Way Solar I, LLC	9/1/2017
Mass Solar I, LLC	12/1/2014
Massachusetts, Office of the Attorney General	3/1/2009
Massachusetts Bay Transportation Authority	3/1/2003
Massachusetts Climate Action Network	10/1/2022
Massachusetts Development Finance Agency	2/1/2007
Massachusetts Electric Company	
Massachusetts Municipal Wholesale Electric Company	
Massachusetts Port Authority	11/1/2005
MATEP LLC	8/1/2006
Maven Energy, LLC	11/1/2022
McCallum Enterprises 1 Limited Partnership	2/1/2019
Mercuria Energy America, LLC	6/1/2010
Merrill Lynch Commodities, Inc.	11/1/2004
Merrimac Municipal Light Department	1/1/2009
Messalonskee Stream Hydro, LLC	2/1/2011
Messer Energy Services, Inc.	10/1/2003
MFT Energy US 1 LLC	10/1/2022
MidAmerican Energy Services, LLC	3/1/2019
Middleborough Gas and Electric Department	
Middleton Municipal Electric Department	
Millennium Power Company, LLC	5/1/2003
Mintz, Samuel J.	2/1/2022
Moore Company	12/1/2014
Moore Energy LLC	12/1/2014
Morgan Stanley Capital Group, Inc.	
MP2 Energy LLC	1/1/2020
MP2 Energy NE LLC	9/1/2018
MPower Energy LLC	7/1/2017

**ATTACHMENT 2**





Robert C. Ludlow  
VP & Chief Financial and Compliance Officer

July 10, 2023

Sarah Bresolin Silver  
Director, Government & Regulatory Affairs  
ENGIE North America Inc.  
[sarah.bresolin@engie.com](mailto:sarah.bresolin@engie.com)

**VIA E-MAIL**

Dear Sarah:

Pursuant to Section 16.1(d) of the Second Restated NEPOOL Agreement and the termination protocol adopted by the Participants Committee Meeting at its April 6, 2001 meeting, ISO New England ("ISO-NE") is recommending that NEPOOL initiate Termination Proceedings for Manchester Methane, LLC. (ISO-NE customer ID number 50881). The recommendation is due to a longstanding Financial Assurance Default under the ISO-NE Financial Assurance Policy and longstanding payment defaults under the ISO-NE Billing Policy.

Manchester Methane, LLC has remained suspended since 12/2/2022 as a result of the longstanding Financial Assurance Default. Manchester Methane, LLC has had 6 payment defaults since 1/20/2023. Despite notice of these defaults, Manchester Methane, LLC has not cured the defaults. The frequency and duration of these defaults described above meet the termination criteria for Level II Defaults under the Termination Protocol.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Ludlow".

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Robert Ludlow  
Vice President, Chief Financial and Compliance Officer

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

**ATTACHMENT 3**

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

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

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

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

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

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

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

## I. PAYMENT AND/OR FINANCIAL ASSURANCE DEFAULT

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

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

### A. DEFAULT LEVELS

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

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

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

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

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

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

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

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

## **II. OTHER DEFAULT**

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

## **III. MISCELLANEOUS**

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

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

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

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

**ATTACHMENT 4**

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

**July 13, 2023**

***Connecticut***

The Honorable Ned Lamont  
State Capitol  
210 Capitol Ave.  
Hartford, CT 06106

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

***Maine***

The Honorable Janet T. Mills  
One State House Station  
Rm. 236  
Augusta, ME 04333-0001

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

***Massachusetts***

The Honorable Maura Healey  
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 Daniel J. McKee  
82 Smith Street  
Providence, RI 02903

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

***Vermont***

The Honorable Philip B. Scott  
109 State Street, Pavilion  
Montpelier, VT 05609

Vermont Public Utility Commission  
112 State Street, Drawer 20  
Montpelier, VT 05620-2701

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

**July 13, 2023**

Margaret Cheney, Co-President  
Anthony Z. Roisman, Co-President  
New England Conference of  
Public Utilities Commissioners, Inc.  
c/o The Vermont Public Utility Commission  
112 State Street, Drawer 20  
Montpelier, VT 05620-2701  
[Margaret.Cheney@vermont.gov](mailto:Margaret.Cheney@vermont.gov)  
[Anthony.Roisman@vermont.gov](mailto:Anthony.Roisman@vermont.gov)

George Twigg  
Executive Director  
New England Conference of  
Public Utilities Commissioners, Inc.  
[gtwigg@necpuc.org](mailto:gtwigg@necpuc.org)

Harvey L. Reiter, Esq.  
Counsel for New England Conference  
of Public Utilities Commissioners, Inc.  
c/o Stinson LLP  
1775 Pennsylvania Avenue, NW, Suite 800  
Washington, DC 20006  
[HReiter@stinson.com](mailto:HReiter@stinson.com)

Coalition of Northeastern Governors  
400 North Capitol Street, NW Suite 370  
Washington, DC 20001  
[coneg@sso.org](mailto:coneg@sso.org)

Heather Hunt  
Executive Director  
New England States Committee on Electricity  
[HeatherHunt@NESCOE.com](mailto:HeatherHunt@NESCOE.com)