



## **BYLAWS**

**REVISION 3**  
**Dated June 26, 2018**

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**NEPOOL PARTICIPANTS COMMITTEE  
BYLAWS**

**Section 1.**     **Scope and Purpose, Effective Date.**

These Bylaws have been adopted by the Participants Committee provided for in the New England Power Pool Agreement dated as of September 1, 1971, as amended and restated, and are effective upon adoption. (Said Agreement as now amended and twice restated, and as it may be amended from time to time hereafter is referred to herein as the “NEPOOL Agreement”). These Bylaws provide details to implement the provisions of the NEPOOL Agreement. In the event of any inconsistency between these Bylaws and the NEPOOL Agreement, the provisions of the NEPOOL Agreement shall control.

**Section 2.**     **Definition of Terms.**

Unless otherwise required by the context, all terms defined in the NEPOOL Agreement, the Participants Agreement, and the ISO New England Inc. Transmission, Markets and Services Tariff (“ISO Tariff”) shall have the same meaning in these Bylaws. Section references in these Bylaws unless otherwise attributed are to sections of these Bylaws.

**Section 3.**     **Participants Committee Members.**

**3.1**     **Composition.** The Participants Committee shall be composed of the following Sectors: a Generation Sector, Transmission Sector, Supplier Sector, Alternative Resources Sector, Publicly Owned Entity Sector and End User Sector. Separate Sectors may be created and the membership of existing Sectors modified by amendment of the NEPOOL Agreement and the Participants Agreement.

**3.2**     **Sector Selection.** Each Participant, together with all of its Related Persons, shall be obligated to designate in a notice to the Secretary of the Participants Committee the Sector that it or its Related Persons is eligible to join and that it elects to join for purposes of the Participants Committee; provided, however, that a Participant and the Participants which are its Related Persons or Individual RTO Participants shall not be eligible to join the End User Sector if any one of them is not eligible to join the End User Sector. A Participant may change the Sector which it joins by notice to the Secretary. Other than for Sector changes required by Section 6.4(c) of the NEPOOL Agreement, a change in the Sector to which a Participant belongs shall become effective beginning on the first annual meeting of the Participants Committee following such notice of change.

### **3.3 Members and Alternates.**

(a) A Participant which meets the minimum requirements, if any, of the Sector or Sub-Sector it has elected to join shall designate an individual voting member to the Participants Committee and an alternate to that member. Such designation shall be in a written notice executed, or an electronic notice delivered, by a duly authorized representative of the Participant to the Secretary of the Participants Committee. In addition, the ISO shall designate an individual non-voting member to the Participants Committee and an alternate to that member.

(b) A Participant that has elected to join a Sector or Sub-Sector for which it is not entitled to designate an individual voting member to the Participants Committee, together with the other Participants electing such Sector which also do not meet the threshold requirements to designate an individual voting member, and, in the case of the Generation or Alternative Resources Sectors, those Participants entitled and electing to be represented by a group voting member, shall appoint by a majority vote a group voting member ("Group Member") and an alternate to that Group Member to represent such a group. The appointment (or reappointment) of a Group Member shall be made (i) when a Participant which does not meet the threshold requirements to designate an individual voting member joins the Sector or Sub-Sector, and (ii) when a Participant in the Sector or Sub-Sector, which previously designated an individual voting member, no longer meets the threshold requirements to designate an individual voting member, and (iii) to replace a Group Member whose term has expired, who has resigned as the Group Member, or who has been voted out as the Group Member by a majority of the Participants entitled to appoint that Group Member. Any change in such appointment shall be identified in a written notice delivered to the Secretary of the Participants Committee.

(c) Each member shall have the right to (i) request a special meeting in accordance with Section 5.3, (ii) express views on any matter to be acted upon at any meeting of the Committee (subject to the established meeting rules and procedures), (iii) make or second motions, and (iv) if a voting member, vote on any action properly brought before the Participants Committee.

(d) Any alternate to a member of the Participants Committee designated or appointed in accordance with this Section 1.1 shall have all the powers of the member, including, when a voting member is absent, the power to vote.

**3.4 Term of Members and Alternates.** Each Participants Committee member and alternate shall serve until either (a) such member or alternate is replaced by the Participant or group of Participants, or entity authorized to appoint such member or alternate, or (b) the appointing Participant ceases to be a Participant, or (c) the appointing Participant (or its Related Person) is no longer eligible to designate an individual voting member in the Sector to which it belongs but is eligible to designate an

individual voting member in a different Sector, except that if a Participant ceases to be eligible to designate an individual voting member of the Sector for which it previously designated an individual voting member, other than as a result of failing to meet the threshold requirements to designate an individual voting member, and is not eligible to designate an individual voting member for another Sector other than the End User Sector, the Participant shall have the right to have its member remain and vote in the Sector in which the Participant is currently a member for up to one (1) year.

**3.5 [Appointment of Replacement.](#)** Appointment or replacement of a member or alternate shall be effected by delivery of written notice executed, or electronic notice of such appointment or replacement delivered by the duly authorized representative of the Participant, group of Participants, or entity authorized to appoint or replace such member to the Secretary of the Participants Committee at or prior to the initial meeting at which the new member or alternate is to participate.

**3.6 [E-Mail Address.](#)** Each Participants Committee member and alternate shall designate and maintain a current e-mail address to which notices sent pursuant to Section 5.5 may be delivered. Such designation shall be in a written or electronic notice delivered to the Secretary of the Participants Committee which sets forth the name of the member or alternate and the current e-mail address.

**3.7 [Subgroups.](#)** The Participants Committee shall have the authority to establish subcommittees, working groups, task forces and ad hoc committees (collectively, "Subgroups") for particular studies and functions. The Chair of the Participants Committee shall appoint a Chair for each Subgroup from the Vice-Chairs of the Participants Committee or such other person as the Chair deems appropriate in light of the function of the Subgroup, and the experience, expertise, and availability of the persons eligible to serve as Chair.

#### **Section 4. [Officers.](#)**

**4.1 [Officers.](#)** The officers of the Participants Committee may include, in addition to a Chair, one or more Vice-Chairs and a Secretary, such other officers as the Participants Committee may deem appropriate.

**4.2 [Chair.](#)** The Chair shall be elected by the Participants Committee from its voting members. The Chair shall preside at meetings of the Participants Committee and shall have the power and duties specified in the NEPOOL Agreement and such other powers and duties as are usually incident to such office.

**4.3 [Vice-Chairs.](#)** Vice-Chairs shall be selected in accordance with Section 4.6. Each Vice-Chair shall have such power and perform such duties as the Chair or the Participants Committee may

from time to time prescribe and shall perform such other duties as may be prescribed by these Bylaws. The Vice-Chairs shall have the powers and duties of the Chair during periods when the Chair is unavailable; provided that only one Vice-Chair may exercise the powers and duties of the Chair at one time. The acting Chair shall be determined by the Chair in consultation with the Vice-Chairs or, if not determined by the Chair, by consensus of the Vice-Chairs.

**4.4 [Secretary and Assistant Secretary.](#)** The Secretary and an Assistant Secretary shall be elected by the Participants Committee. The Secretary shall not be a member of the Participants Committee. The Secretary shall have the powers and duties specified in the NEPOOL Agreement and such other powers and duties as are usually incident to such office. In the absence of the Secretary, an Assistant Secretary, who shall have the powers and duties of the Secretary during periods when the Secretary is unavailable, shall serve as Secretary. In the absence of a Secretary or Assistant Secretary, the Chair may appoint any person to act as Secretary of the meeting.

**4.5 [Nominating Committee.](#)** One (1) member from each active Sector of the Participants Committee shall be appointed annually by a majority of all the voting members in its Sector to represent the Sector on a Nominating Committee. The Nominating Committee shall oversee the nominations and elections pursuant to Sections 4.6(a) through 4.6(c) and report to the Participants Committee at, or prior to, the annual meeting of the Participants Committee the results of said elections. The Nominating Committee shall also report to the Participants Committee at, or prior to, the annual meeting of the Participants Committee its recommendation for any officer that is not elected pursuant to Sections 4.6(a)-(c).

**4.6 [Election of Officers.](#)**

(a) [Nominations.](#) One (1) voting member from each active Sector of the Participants Committee shall be selected by a majority of all the voting members in its Sector either (i) to serve as a nominee for Chair or (ii) if not elected Chair in accordance with Section 4.6(b), to serve as a Vice-Chair. That selection shall be accomplished on the later of thirty days before the annual meeting of the Participants Committee or the day of the Participants Committee meeting immediately preceding the annual meeting of the Participants Committee.

(b) [Chair.](#) Election of the Chair shall be accomplished as follows:

(i) The election of the Chair shall be conducted by secret written ballot. The Secretary shall circulate a form of ballot that lists as nominees the Vice-Chair-elects, which were nominated in accordance with Section 4.6(a) above. That circulation shall be accomplished on the later of thirty days before the annual meeting of the Participants Committee or the day of the Participants

Committee meeting immediately preceding the annual meeting of the Participants Committee.

(ii) No Participant may cast a ballot in favor of a nominee from its Sector.

(iii) In order to be counted, ballots must be properly executed by a Participant's voting member or alternate on the Participants Committee or such Participant's duly authorized officer and returned to the Secretary in accordance with the following schedule:

(1) If the ballots are delivered to each Participant by regular mail, properly executed ballots must be returned to and received by the Secretary within ten (10) Business Days after deposit of such ballots in the mail by the Secretary, and

(2) If the ballots are delivered to each Participant by overnight delivery, facsimile, electronic mail or hand delivery at a Participants Committee meeting, then properly executed ballots must be returned to and received by the Secretary within five (5) Business Days after (A) deposit of such ballots with an overnight delivery courier if delivered by overnight delivery, or (B) transmission of such ballots by the Secretary if delivered by facsimile or electronic mail, or (C) receipt by the Participant if delivered by hand delivery.

(3) If the Minimum Response Requirement has not been received by the Secretary within the schedule identified in subsection (1) or (2) above, the Secretary shall send notice by overnight delivery, facsimile, electronic mail or hand delivery to all non-responding Participants and shall count any additional properly executed ballots which it receives within five (5) Business Days after such notice. The date by which properly executed ballots must be returned and received by the Secretary shall be specified by the Secretary in the notice accompanying such ballots.

(iv) In order for a nominee to be elected Chair, the following criteria must be satisfied:

(1) The Minimum Response Requirement must be satisfied with respect to the election of the Chair.

(2) The Chair shall be elected by greater than one-half of the aggregate Sector voting shares from Participants returning their ballots to the Secretary within the prescribed time period.

(v) If a nominee is not elected Chair pursuant to subsection (iv), then one or more new ballots shall be circulated by the Secretary in accordance with this Section 4.6 until a nominee is duly elected Chair. Each new ballot circulated by the Secretary shall list as nominees all of the previous nominees listed in the previous ballot, omitting (1) the nominee (or nominees in the case of a tie)

receiving the fewest votes in the previous ballot and (2) any other nominee receiving ten percent (10%) or less of the aggregate Sector voting shares in the previous ballot.

(c) Vice-Chairs. The Vice-Chair-elects who are not elected Chair pursuant to Section 4.6(b) shall serve as Vice-Chairs for the ensuing year.

(d) Other Officers. The Secretary, Assistant Secretary and any other officers as the Participants Committee deems appropriate who are not selected pursuant to Sections 4.6(a), (b) or (c) shall be elected by the Participants Committee at its Annual Meeting.

**4.7** Term of Officers. Each officer shall hold office until such officer either (a) is required to be a member of the Participants Committee and ceases to be a member during the officer's term, (b) resigns the position, (c) is replaced pursuant to election under Section 4.6, or (d) is replaced by the Participants Committee. Any officer, other than a Vice-Chair, may be replaced by the Participants Committee at any time, with or without cause, including, but not limited to replacement of an officer because such officer has changed Participant affiliation, by a NEPOOL Vote equal to or greater than two-thirds of the aggregate Sector Voting Shares. A Vice-Chair may be replaced at any time, with or without cause, including, but not limited to replacement because such Vice-Chair has changed Participant affiliation, by a majority of all the voting members of the Sector the Vice-Chair represents.

## **Section 5.** Meetings.

**5.1** Annual Meeting. The annual meeting of the Participants Committee shall be held in the month of December or January, on such date, at such time and at such place as shall be designated by the Chair. Reasonable efforts will be made to provide notice of the proposed date and location of the annual meeting well in advance of such date to permit members to make the requisite arrangements to be present.



**5.2 [Regular Meetings](#).** Regular meetings of the Participants Committee shall be held at such place as the Chair may designate in accordance with a schedule adopted by the Participants Committee or at the call of the Chair.

**5.3 [Special Meetings](#).** Special meetings of the Participants Committee may be called by the Chair or by any five (5) or more voting members of the Participants Committee in the event that the Chair shall fail to schedule such a meeting within three (3) Business Days following the Chair's receipt from such members of a request specifying the subject matters to be acted upon at the meeting. A special meeting shall be held at such time and at such place in New England as shall be designated by the person or persons calling the meeting in accordance with the notice provisions of Section 5.5.

**5.4 [Meetings by Conference Call](#).** Members of the Participants Committee may participate in a meeting of the Participants Committee in person, by telephone, or by means of conference telephone, electronic video screen communication, or other communications equipment by means of which all persons participating in the meeting can communicate in real time with each other, and such participation in a meeting shall constitute presence in person at the meeting. To the extent that meetings are to be held in person, upon request, provisions shall be made for a member or alternate to listen to the in person meeting by telephone and if otherwise authorized to vote at such meeting, but telephonic participation by such member or alternate may be limited by the Chair in the Chair's discretion.

**5.5 [Notice of Meeting](#).** The Participants Committee intends to ensure to the maximum extent possible that all interested Participants have an opportunity to prepare for and participate fully in Participant Committee meetings. In furtherance of this intent, written or electronic notice of the time and place of each meeting of the Participants Committee shall be given to each member and alternate no later than the tenth (10th) Business Day prior to the date of the meeting, to the extent practicable, but in no event no later than the fifth (5th) Business Day prior to the date of the meeting, except as noted in Section 5.6 below. No later than the fifth (5th) Business Day prior to the date of the meeting, the Secretary shall supplement such notice with a proposed agenda specifying the principal subject matters expected to be acted upon. In addition, such supplemental notice shall include, or specify the internet location of, a draft of all resolutions to be voted at the meeting, and all background materials available and deemed by the Chair or Secretary to be necessary to the Committee to have an informed opinion on such matters. Notice shall be deemed to have been given as follows: (1) if personally delivered, notice shall be deemed given upon delivery to the member or his or her designee; (2) if mailed, postage prepaid, to the member at his or her designated mail address, notice shall be deemed given when received, (3) if sent by facsimile to the member at his or her designated fax number, notice shall be deemed given when sent; and (4) if sent electronically to the member at his or her designated electronic mail address, notice shall be deemed given when transmitted electronically. To the extent practicable, notices, agendas and supporting materials shall be circulated electronically. The notice requirements of this Section 5.5 and Section 6.6 of the NEPOOL Agreement may be waived by unanimous consent of the Participants Committee.

**5.6 Attendance: Principles, Protocols, Privileges Revoked.** The NEPOOL Participant Processes play a unique role in considering, evaluating, identifying, resolving disputes regarding, and acting on all matters affecting the New England region's wholesale electric power and transmission arrangements. The intent of NEPOOL meetings is to permit Participants to understand proposals presented for NEPOOL action, to improve those proposals through input, and to negotiate, discuss and work out any disputes, questions, and counterproposals that Participants may have and as they may evolve in advance of those issues being litigated at FERC or discussed publicly. Transparency among those participating in the process, and to the maximum extent possible, the process itself, is paramount. Accordingly,

(a) **Protocols.** Meeting attendance and participation is conditioned on adherence to the rules, practices and procedures of NEPOOL meetings, including the following additional understandings:

(i) **Posting/Provision of Meeting Materials.** Except for matters identified for discussion in executive session, and unless expressly marked as confidential, agendas and supporting materials for discussion at NEPOOL meetings shall be circulated and posted publicly. Unless expressly marked to the contrary, materials distributed and posted are to be considered and treated as works in progress and not as final or complete documents nor the final positions nor views of any author or sponsor of such materials;

(ii) **Meeting Discussions.** Attendees may use the information received in discussion, and may share the information received within their respective organizations or with those they represent, provided those who receive such communications are not Press and also are aware of and agree to respect the non-public nature of the information. In no event may attendees reveal publicly the identity or the affiliation (other than Sector affiliation) of those participating in meeting discussions;

(iii) **Recordings/Transcriptions.** Except as expressly authorized by the Chair, no audio or visual recording or transcription of the meeting may be made; and

(iv) **Public Record.** The only official public record of the meeting will be the final minutes of the meeting, as approved by the Committee.

(b) **Attendance Privileges Revoked.** The right or privilege to attend a NEPOOL meeting will be revoked by the Participants Committee upon violation of any of the conditions set forth in subsection (a) and will not be restored until or unless the

Participants Committee affirmatively acts to allow that person to attend future NEPOOL meetings.

**5.7 [Press Attendance.](#)** Press may only attend a meeting of the Participants Committee or portions thereof to which they have been separately and specifically authorized by action of the Participants Committee taken pursuant to the provisions of Section 6.9 of the Agreement at a meeting at which all related notice requirements of Section 6.6 of the Agreement have been satisfied. Any such attendance would be as a guest.

**5.8 [Adjournments and Reconvening.](#)** Any Participants Committee meeting may be adjourned from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. If not so announced, notice of a reconvened meeting shall be given, to the extent practicable, no later than the tenth (10th) Business Day prior to the reconvened meeting via personal delivery, facsimile, electronic mail or U.S. Mail. In exigent circumstances, the Chair shall have the ability to reconvene the meeting with less notice, provided that members and alternates receive at least twenty-four (24) hours' notice of the reconvening of the meeting. At the reconvened meeting, the Participants Committee may transact any business which might have been transacted at the original meeting.

**5.9 [Quorum.](#)** A quorum of the Participants Committee must be present for any action to be taken by the Committee other than adjournment of the meeting. A majority of the activated Sectors must be present for there to be a quorum. For a Sector to be considered present at a Participants Committee meeting, it must have voting members in attendance at the meeting in a number equal to the lesser of (a) fifty percent (50%) or more (rounded to the next higher whole number) of the voting members of the Sector or (b) five (5) or more voting members from the Sector. The requirements for amendments to the NEPOOL Agreement and the Participants Agreement are as set forth in Sections 6.8 and 6.10 of the NEPOOL Agreement, and Section 17.2 of the Participants Agreement.

**5.10 [Voting.](#)** For all matters other than amendments to the NEPOOL Agreement or the Participants Agreement, each voting member of the Participants Committee shall have the same percentage of the Sector votes as each of the other voting members designated by other Participants in the Sector which meet the minimum threshold for the Sector except for voting members of an AR Sub-Sector that has a Sub-Sector Voting Share that is less than the Fully Activated Sub-Sector Voting Share, and the Transmission Group Member representing Participants whose aggregate capital investment in PTF equals or exceeds twice the \$30,000,000 threshold amount. The Voting member(s) representing AR Providers shall each have the Member Adjusted Voting Share or Member Fixed Voting Share, as appropriate, determined in accordance with the NEPOOL Agreement. The Transmission Group Member representing Participants whose aggregate capital investment in PTF equals or exceeds twice the \$30,000,000 threshold amount shall have a percentage of the Sector votes equal to the number of full multiples of the \$30,000,000 threshold, provided that the Transmission Group Member shall in no event be entitled to more than twenty-five percent (25%) of the Sector vote. Any voting member shall be

entitled to split his or her vote; provided, however, that a member must provide notice of the intention to split his or her vote to the Secretary of the Participants Committee not less than three (3) Business Days prior to the first meeting at which such member's vote is split. A vote may be cast in person by the member or the member's alternate or by another person pursuant to a written designation or proxy dated not more than one year previous to the meeting and delivered by the member or alternate to the Secretary of the Participants Committee at or prior to the meeting at which the vote is cast; provided, however, that (i) the vote of a member or alternate to that member representing a Small End User may not be cast by a Participant or a Related Person of a Participant in a Sector other than the End User Sector and (ii) the vote of a member or alternate to that member representing an AR Provider which pays less than the lowest amount of Participant Expenses paid by an individual voting Participant in the Generation, Transmission, or Supplier Sectors may not be cast by a Participant or a Related Person of a Participant in a Sector other than the AR Sector. A member or alternate may revoke a designation or a proxy by delivering written notice of the revocation of the designation or proxy to the Secretary of the Participants Committee.

**5.11 [Limits on Member Fixed Voting Share.](#)** In the End User Sector, no one person may vote on behalf of more than five (5) Small End Users. Limits on the voting power any one individual may have in any of the other Sectors may be imposed by unanimous written agreement of the Participants in that Sector delivered to the Secretary of the Participants Committee prior to the meeting at which such limitation is to be imposed. Notice of any limits on voting power must be posted on the ISO web site and be capable of being accessed by all Participants.

**5.12 [Controlling Vote.](#)** A NEPOOL Vote equal to or greater than two-thirds of the aggregate Sector Voting Shares shall be the act of the Participants Committee, except as provided (i) in Section 11.1.3 of the Participants Agreement with respect to action related to Market Rules, and (ii) in Section 4.6 with respect to the election of a Chair and Vice-Chairs for the Participants Committee. A NEPOOL Vote with respect to a proposed action is the sum of (i) the Member Adjusted Voting Shares of the voting members of the Participants Committee which cast an affirmative vote on the proposed action and which have been appointed by a Participant or group of Participants which are members of a Sector or AR Sub-Sector satisfying its Sector Quorum or AR Sub-Sector Quorum Requirements and (ii) the Member Fixed Voting Shares of the voting members of the Participants Committee which cast an affirmative vote on the proposed action and which have been appointed by a Participant or group of Participants which are members of a Sector or AR Sub-Sector which fails to satisfy its Sector Quorum or AR Sub-Sector Quorum Requirements.

**5.13 [Participation by Non-Members.](#)** In accordance with Section 6.13 of the NEPOOL Agreement, each Participant which does not have the right to designate an individual voting member of the Participants Committee shall be entitled to attend any meeting of the Participants Committee, and shall have a reasonable opportunity to express views on any matter to be acted upon at the meeting. For the purposes of this Section 5.13, "Participant" shall be deemed to include, in addition to those individuals who are a member or alternate to that member, individuals employed by, retained by, or

otherwise affiliated with the Participant. Non-Participants may attend a meeting of the Participants Committee or speak at the meeting only if and to the extent invited to do so by the Chair. All Non-Participants attending a meeting of the Participants Committee shall be identified at the meeting to the members and alternates present.

**5.14 Review of Proposals Pursuant to Participant Processes.** A proposal by the ISO or a Governance Participant (the “Proponent”) to change a Market Rule, Operating Procedure, Manual, Reliability Standard, Installed Capacity Requirement, General Tariff Provision, or Non-TO OATT Provision (a “Proposal”) which has undergone the procedures outlined in Section 11.1.2 of the Participants Agreement shall be considered by the Participants Committee no later than the first regularly scheduled meeting following the submission of the Proposal to the Participants Committee (which meeting shall be held within thirty-five (35) days of the submission of the Proposal unless a later date is acceptable to the Proponent), provided that the Proposal is submitted with sufficient time to permit proper notice in accordance with Section 5.5. The Participants Committee shall: (i) by motion and vote defer action on any Proposal if it reasonably determines that the Proposal presented is materially different from the Proposal presented to the appropriate Technical Committee(s) and was not voted on by the Technical Committee(s), or (ii) vote on (A) the merits of the Proposal as it may be amended by the Proponent or by a vote of at least 60% for any Market Rule Proposal and 66-2/3% for any other Proposal, and (B) if any ISO Proposal is modified in a way that ISO does not support, the ISO’s Proposal and any changes thereto ISO finds acceptable. Notwithstanding the foregoing, the Participants Committee may, in its discretion, consider and vote upon any Proposal submitted to it and such a vote shall have the same effect as if the Proposal had first been voted upon by a Technical Committee. The Participants Committee may not defer a vote on any Proposal that has been voted on by a Technical Committee and presented to the Participants Committee for a vote unless the Proponent consents to such deferral.

**5.15 Action on Motions Raised.** The Participants Committee shall not act at a meeting on any motion or other proposal (a “Motion”) raised for which the notice requirements of Section 5.5 have not been satisfied. On motions for which the notice requirements of Section 5.5 have been satisfied, the Participants may either (i) act on a Motion, or (ii) act to table or defer consideration of a pending Motion, or (iii) act on a proposed amendment to a Motion that addresses the subject matter of the draft resolution circulated in advance of the meeting. Motions raised for which the notice requirements of Section 5.5 have not been satisfied, upon request by a voting member, shall be deferred to a subsequent meeting which is properly noticed.

**5.16 Conduct of Meetings.**

(a) The Chair shall confirm through the Secretary that a Quorum as defined in Section 5.7 is present and that notice of the meeting has been served in accordance with Section 5.5.

(b) All matters to be acted upon by the Participants Committee shall be stated in the form of a motion by a voting member, which must be seconded. Only one motion and any one amendment to that motion may be pending at one time.

(c) Except to the extent inconsistent with the NEPOOL Agreement or these Bylaws, the Chair shall have the right and authority to prescribe other such rules, protocols and procedures and to do all such acts as, in the judgment of the Chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures shall include, without limitation, the following:

(i) Except in the case of a meeting called by five (5) or more voting members of the Participants Committee in accordance with Section 5.3, the agenda for each meeting of the Participants Committee shall be established by the Chair.

(ii) In the conduct of each meeting, the Chair shall have the authority normally vested in a presiding officer and shall have, in particular, the authority to limit the aggregate amount of time allowed for discussion of a particular matter and the amount of time allowed to each member or other person to speak on a matter.

**5.17 Consent Agenda.**

(a) All actions which have been recommended to the Participants Committee by the Markets Committee, the Reliability Committee, and the Transmission Committee (herein referred to as the “Technical Committees”) as set forth in notices provided pursuant to Section 8.2, Section 9.2, or Section 10.2 of the NEPOOL Agreement, whichever is applicable, or any other Subgroup established by the Participants Committee, no later than the tenth (10th) Business Day prior to the date of the Participants Committee meeting shall be voted on as a group (the “Consent Agenda”), except to the extent that any recommendation has been removed from the Consent Agenda pursuant to Subsection (b) or (c) of this Section 5.17.

(b) A voting member of the Participants Committee may request that a recommended action be removed from the Consent Agenda by providing a written or electronic notice of objection to the Secretary of the Participants Committee no later than the fifth (5th) Business Day prior to the Participants Committee meeting. Such recommendation shall be removed from the Consent Agenda and shall be separately discussed and voted at the Participants Committee meeting. The voting member providing a notice of objection resulting in the removal of a recommended action from the Consent Agenda shall be required at the direction of the Chair to speak before the Participants Committee and explain the reasons for such removal and any alternative action proposed by such member.

(c) A voting member of the Participants Committee who requests that a specific recommended action be removed from the Consent Agenda may provide an alternative draft resolution(s) regarding such action to the Secretary of the Participants Committee and may also provide to the Secretary such background materials the voting member reasonably determines to be necessary for the Committee to have an informed opinion on such matters. The Secretary shall include such materials and draft resolution(s) in the materials for the meeting circulated to each member of the Participants Committee, provided that such request, draft resolution(s) and supporting materials are provided to the Secretary no later than the fifth (5th) Business Day prior to the Participants Committee meeting.

**5.18 Draft Resolutions.**

(a) In accordance with Section 5.5 and Section 6.6 of the NEPOOL Agreement, the following draft resolution may be considered in connection with the Consent Agenda action items:

RESOLVED, that the Participants Committee individually [supports/ and/or approves] each action set forth in the \_\_\_\_\_ [insert date] notice of actions by the \_\_\_\_\_ [identify name of Technical Committee/Subgroup] as recommended by such Committee.

(b) Absent an alternative form of resolution provided in accordance with Section 5.15(c), a recommended action, properly removed as an item from the Consent Agenda in accordance with Section 5.15, shall be deemed to have been noticed in accordance with Section 5.5 of these Bylaws and Section 6.6 of the NEPOOL Agreement and shall be voted on in the following form:

RESOLVED, the following recommendation of the \_\_\_\_\_ [identify name of Technical Committee/Subgroup] as specified in a notice dated \_\_\_\_\_ [insert date] and which reads as follows: \_\_\_\_\_ [insert recommended action] is hereby [supported/ approved] by the Participants Committee.

**Section 6. Amendment, Suspension and Repeal of Bylaws.**

These Bylaws may be amended, suspended or repealed by action of the Participants Committee taken pursuant to the provisions of Section 6.9 of the NEPOOL Agreement at a meeting held pursuant to the notice requirements of Section 6.6 of the NEPOOL Agreement.