

October 5, 2012

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

**RE: Participating Transmission Owners Administrative Committee,**  
**Tariff Revisions to Attachment G of the ISO New England Open Access**  
**Transmission Tariff;**  
**Docket No. ER12- -000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“Section 205”),<sup>1</sup> and Section 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”)<sup>2</sup> Rules of Practice and Procedure, 18 C.F.R. §35 et seq., (2011), the Participating Transmission Owners Administrative Committee (“PTO AC”),<sup>3</sup> on behalf of the individual PTOs, hereby submits revised tariff sheets for Attachments G, G-1, G-2, Addendum to Attachment G, and G-3<sup>4</sup> to Section II of the ISO Tariff (“ISO OATT”). The proposed revisions delete certain Excepted

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<sup>1</sup> 16 U.S.C. § 824d (2006).

<sup>2</sup> Capitalized terms used but not defined in this filing are intended to have the meaning given to such terms in the ISO New England Inc. (“ISO”) Transmission, Markets and Services Tariff (the “ISO Tariff”), the Second Restated New England Power Pool Agreement, or the Participants Agreement by and among ISO New England, the New England Power Pool, and the Individual Participants.

<sup>3</sup> Pursuant to Section 3.04 (b) of the Transmission Operating Agreement (“TOA”), the PTO AC makes this filing on behalf of the Participating Transmission Owners (“PTOs”) in New England to jointly sponsor modifications to certain terms, conditions and rates in the ISO Tariff. The PTOs’ rights to make such modifications are held and exercised by the PTOs in accordance with the TOA, prior Commission Orders, and/or applicable case law. The PTOs include: Bangor Hydro Electric Company; Town of Braintree Electric Light Department; NSTAR Electric Company; Central Maine Power Company; Maine Electric Power Company; Central Vermont Public Service Corporation; Connecticut Municipal Electric Energy Cooperative; Connecticut Transmission Municipal Electric Energy Cooperative; The City of Holyoke Gas and Electric Department; New Hampshire Transmission, LLC; Green Mountain Power Corporation; Massachusetts Municipal Wholesale Electric Company; Middleborough Gas and Electric Department; Hudson Light and Power Department; New England Power Company d/b/a National Grid; New Hampshire Electric Cooperative, Inc.; Northeast Utilities Service Company on behalf of its affiliates; The Connecticut Light and Power Company, Western Massachusetts Electric Company, and Public Service Company of New Hampshire; Taunton Municipal Lighting Plant; Town of Norwood Municipal Light Department; Town of Reading Municipal Light Department; The United Illuminating Company; Unitil Energy Systems, Inc. and Fitchburg Gas and Electric Light Company; Vermont Electric Cooperative, Inc.; Vermont Electric Power Company, Inc.; Vermont Transco, LLC; and Vermont Public Power Supply Authority.

<sup>4</sup> Attachments G, G-1, G-2, Addendum to Attachment G, and G-3 are collectively referred to herein as “Attachment G(s).”

Honorable Kimberly D. Bose  
 October 5, 2012  
 Page 2 of 7

Transactions<sup>5</sup> that have (i) terminated by mutual agreement of the parties, (ii) expired by the terms as set forth in the relevant Attachment G(s), or (iii) remain in effect but without Excepted Transaction status. The proposed amendments in this filing clean up the Attachment G(s) to accurately reflect only those agreements that are presently in effect and that are accorded Excepted Transaction treatment in accordance with the ISO Tariff.

## **I. REQUESTED EFFECTIVE DATE**

The PTO AC requests that the Commission accept the revisions herein as filed, without suspension or hearing, with an effective date of December 4, 2012. The PTO AC respectfully requests a waiver of any applicable Commission regulations necessary to permit the requested effective date.

## **II. DESCRIPTION OF THE FILING PARTIES; COMMUNICATIONS**

The PTOs are Transmission Providers providing Local Service over Non-PTF transmission facilities on an open-access basis under Schedule 21 of the ISO OATT. Pursuant to the terms of the TOA among the PTOs and ISO, the PTOs own, physically operate and maintain Transmission Facilities in New England and the ISO has Operating Authority (as defined in Schedule 3.02 of the TOA) over all of the Transmission Facilities of the PTOs, including those used to provide service under Schedule 21. Section 3.04 of the TOA also grants the PTOs authority under Section 205 to submit filings to the Commission in matters affecting the rates, terms and conditions of Local Service under Schedule 21 and rates and charges, including cost allocation, for regional transmission service under the ISO OATT. The PTO AC is a committee established pursuant to Section 11.04 of the Commission-accepted TOA.<sup>6</sup>

All correspondence and communications in this proceeding should be addressed to the undersigned as follows:

### **For the PTO AC:**

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<sup>5</sup> Section II.40 of the ISO OATT defines the term "Excepted Transactions" as the power transfers and other uses of the PTF effected under the transmission agreements in effect on November 1, 1996. Excepted Transactions are listed in the Attachment G(s) to the ISO OATT.

<sup>6</sup>See e.g., *ISO New England, Inc.*, 106 FERC ¶ 61,280 (2004); *ISO New England Inc.*, 109 FERC ¶ 61,147 (2004).

Honorable Kimberly D. Bose  
 October 5, 2012  
 Page 3 of 7

\* Persons designated for service.

### III. BACKGROUND

On December 26, 1996, the New England Power Pool (“NEPOOL”) filed proposed restructured transmission arrangements pursuant to Order 888<sup>7</sup> to become effective March 1, 1997.<sup>8</sup> Among other things, the proposed restructured arrangements provided that transmission service in the New England region for future transactions would be provided at a regional network rate covering all use of Pool Transmission Facilities (“PTF”). This represented a significant change in the NEPOOL arrangements. Historically, each NEPOOL Transmission Provider provided service over its own transmission facilities pursuant to separate bilateral, multilateral, or tariff arrangements.

To mitigate cost shifting that would otherwise occur through implementation of these new regional transmission rate arrangements, the Commission-approved NEPOOL Tariff contained a variety of transition mechanisms. These transition mechanisms included arrangements for Excepted Transactions.<sup>9</sup> Pursuant to the Commission's April 20, 1998 order in *New England Power Pool*, 83 FERC ¶ 61,045 (1998), the justness and reasonableness of a number of aspects of the NEPOOL Tariff, including the proposed treatment for Excepted Transactions, were set for hearing. Those issues were subsequently resolved by agreement (the “Settlement Agreement”) filed on April 7, 1999, which was approved by the Commission by order dated July 30, 1999 in *New England Power Pool*, 88 FERC ¶ 61,140 (1999). The agreed-upon resolutions of disputes regarding Excepted Transactions were described in Section G of the Settlement Agreement, and documented in amendments to Attachment G to the NEPOOL Tariff.

Under the Settlement Agreement, the rates and terms of the Excepted Transactions, rather than those of the NEPOOL Tariff, were to continue to govern the Transmission Providers’ provision of service thereunder for the periods specified in the Settlement. Excepted Transactions generally were to be governed by the terms of the relevant transmission agreement “until the termination of the transmission agreement,”<sup>10</sup> while in other instances Excepted Transaction treatment was to be terminated earlier.<sup>11</sup> After the conclusion of the periods set forth in the Settlement, if transmission service continued to be effective, it would be governed by the rates and terms of the NEPOOL Tariff.

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<sup>7</sup>*Promoting Wholesale Competition Through Open Access Non-Discriminatory Transmission Services by Public Utilities and Recovery of Stranded Costs by Public Utilities and Transmitting Utilities*, Order No. 888, 61 Fed. Reg. 21,540 (May 10, 1996) [1991-1996 Transfer Binder] FERC Stats. & Regs. ¶ 31,036, 31,727 (Apr. 24, 1996) (“Order 888”).

<sup>8</sup> See, *New England Power Pool*, Docket No. OA97-237, et al.

<sup>9</sup> The NEPOOL Tariff definition of Excepted Transactions is the same as that in the ISO OATT.

<sup>10</sup> See Settlement Agreement, Exhibit E, Revised Original Sheet No. 89.

<sup>11</sup> *Id.*, Revised Original Sheet No. 88.

Honorable Kimberly D. Bose  
 October 5, 2012  
 Page 4 of 7

The NEPOOL Tariff was succeeded by the ISO Tariff, effective February 1, 2005,<sup>12</sup> and the Excepted Transactions were carried over into the ISO Tariff in Attachment G(s) to the ISO OATT. Section II.40 of the ISO OATT prohibits the extension of the term or increase in service of Excepted Agreements, and specifically provides the mechanism and scope of amendment to Attachment G(s) as follows:

“The PTOs shall review and approve the addition of agreements (if inadvertently omitted), modifications to existing descriptions of agreements (if incorrectly stated), or the deletion of agreements to Attachments G, G-1, G-2, and G-3 to this OATT, provided that the PTOs shall file such additions, modifications and deletions to Attachment G, G-1, G-2 and G-3 with the Commission pursuant to Section 205 of the FPA.”

The revisions to the Attachment G(s) submitted herewith reflect the deletion of certain Excepted Transactions from Attachment G because the transaction end dates set forth in those Attachments have passed.

#### **IV. PROPOSED TARIFF REVISIONS**

The deletion of Excepted Transactions in Attachment G(s) filed herewith is due to either the passing of the relevant end date associated with the Excepted Transaction set forth in the Attachment G(s), or reflects the early termination of an Excepted Transaction. It should be noted that the underlying agreement may remain in existence despite its termination as an Excepted Transaction; however, for purposes of rate treatment, the agreement is subject to the rate treatment set forth in the ISO OATT.

The majority of the agreements being deleted from the Attachment G(s) have reached the end date set forth in the applicable Attachment. Several other agreements were terminated by the individual PTOs pursuant to Section 205 filings prior to the end date provided under the relevant Attachment G(s).<sup>13</sup> The purpose of this filing is to set forth in the Attachment G(s) only those remaining agreements constituting Excepted Transactions as of the date of the instant filing, as reflected in the revised tariff sheets submitted herewith.

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<sup>12</sup> See *ISO New England Inc., et al.*, 106 FERC ¶ 61,280 (2004), *order on reh'g*, 109 FERC ¶ 61,147 (2004) and authorizing RTO operations, *ISO New England Inc., et al.*, 110 FERC ¶ 61,111 (2005), *order denying reh'g, accepting compliance filings and tariff revisions*, 110 FERC ¶ 61,335 (2005).

<sup>13</sup> Attachment 3 to this transmittal letter provides the list of agreements terminated by individual PTOs, the effective date for the early termination, and the relevant FERC docket number corresponding to the termination filing. Although the agreements listed in Attachment 3 were terminated earlier by individual PTOs, a number of the agreements continued to be recognized as Excepted Transactions under the ISO Tariff because the individual PTOs did not notify the ISO of the early termination and did not amend or revise the respective Attachment G to reflect the termination concurrent with the individual PTO Section 205 termination filing. As a result, certain Excepted Transactions may have continued to receive compensation with respect to Auction Revenue Requirements under Appendix C to Section III of the ISO Tariff during the period of time after the PTO terminated the agreement until the ISO was notified that the agreement(s) were terminated.

Honorable Kimberly D. Bose  
 October 5, 2012  
 Page 5 of 7

## V. STAKEHOLDER PROCESS

The proposed revisions to the Attachment G(s) were presented and reviewed by the New England Power Pool Transmission Committee on May 24, 2012. Because the ISO does not have the Section 205 rights over the Attachment G(s), the Transmission Committee did not act on the proposed revisions.

At its June 18, 2012 meeting, the PTO AC, acting jointly in the accordance with the TOA, voted 99.6% in favor<sup>14</sup> to approve the proposed revisions to the Attachment G(s) to the ISO OATT.

## VI. ADDITIONAL SUPPORTING INFORMATION

Section 35.13 of the Commission's regulations generally requires public utilities to file certain cost and other information related to an examination of traditional cost-of-service rates. However, the revisions proposed herewith do not modify rates. Therefore, to the extent necessary, the PTO AC requests waiver of Section 35.13 of the Commission's regulations.<sup>15</sup> Notwithstanding its request for waiver, the Filing Parties submit the following additional information in substantial compliance with relevant provisions of Section 35.13 of the Commission's regulations:

35.13(b)(1) – Materials included herewith are as follows:

- ♦ This transmittal letter;
- ♦ Marked revised tariff sheets reflecting the ISO Tariff revisions;
- ♦ Clean revised tariff sheets reflecting the ISO Tariff revisions;

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<sup>14</sup> Abstentions by Massachusetts Municipal Wholesale Electric Company ('MMWEC'), and New Hampshire Electric Cooperative, Inc., represent the remaining 0.4% of this vote. MMWEC abstained noting that the dates set as "end dates" for the Comprehensive Transmission Service Agreements between NU and the MMWEC members of Chicopee, Westfield and South Hadley, do not reflect termination dates, rather they reflect the earliest dates on which either party could provide notice of termination. No such notices have been given. MMWEC has opted not to object to the removal of the agreements from the Attachment G(s) because MMWEC understands that the removal will have little, if any, practical effect. The agreements' transmission rate provisions have been amended to the ISO OATT rates, but the agreements' non-rate terms and conditions remain in effect. *See, e.g.*, First Amendment to the Transmission Service Agreement, FERC Docket No. ER97-4255-000 (Aug. 19, 1997), eLibrary No. 19970828-0123. The amendments were accepted for filing by letter order dated October 3, 1997. Further rate amendments were filed and accepted later. *See* Explanatory Statement and Offer of Settlement, New England Power Pool, Docket Nos. OA97-237-000 et al. (Dec. 4, 1998), eLibrary No. 19981207-0024; *Northeast Utils.*, 88 FERC ¶ 61,006 (1999); *Northeast Utils.*, FERC Docket No. ER03-1337-000 (Nov. 13, 2003) (letter order), eLibrary No. 20031113-3020.

<sup>15</sup> 18 C.F.R. § 35.13 (2011).

Honorable Kimberly D. Bose

October 5, 2012

Page 6 of 7

- ♦ Attachment 1: list of agreements terminated prior to the referenced termination date in Attachment G of the ISO OATT, and relevant FERC docket numbers.
- ♦ Attachment 2: names and addresses of governors and regulatory agencies to which a copy of this filing has been sent.

35.13(b)(2) – As set forth above, the Filing Parties respectfully request that the revisions become effective on December 4, 2012.

35.13(b)(3) – A copy of this transmittal letter and the accompanying materials has also been sent to the governors and electric utility regulatory agencies for the six New England states that comprise the New England Control Area, and to New England Conference of Public Utilities Commissioners. The names and addresses of these governors and regulatory agencies are shown in Attachment 4.

35.13(b)(4) – A description of the materials submitted pursuant to this filing is contained in this transmittal letter.

35.13(b)(5) – The reasons for this filing are discussed in this transmittal letter.

35.13(b)(6) – The Filing Parties' approval of these changes is evidenced by this filing. These changes reflect the results of the voting process required by the TOA and reflect the unanimous support of the PTOs.

35.13(b)(7) – The Filing Parties have no knowledge of any relevant expenses or costs of service that have been alleged or judged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices.

35.13(b)(8) – A form of notice and electronic media are no longer required for filings in light of the Commission's Combined Notice of Filings notice methodology.

35.13(c)(1) – The ISO Tariff changes herein do not modify rates and the statement required under this Commission regulation is not applicable to the instant filing.

35.13(c)(2) – The PTOs do not provide services under other rate schedules that are similar to the wholesale, resale and transmission services provided under the ISO Tariff.

35.13(c)(3) – No specifically assignable facilities have been or will be installed or modified in connection with the revisions filed herein.

Honorable Kimberly D. Bose  
October 5, 2012  
Page 7 of 7

## **VII. CONCLUSION**

These ISO Tariff revisions will cause the Attachments G(s) of the ISO Tariff to accurately reflect the present outstanding Excepted Transactions to the ISO OATT. The PTO AC requests that the Commission accept this filing effective on December 4, 2012, without modification or condition.

Respectfully submitted,

/s/

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On behalf of the PTO AC

**Attachment 1**

**List of Excepted Transaction Agreements Terminated Prior To Referenced Termination  
Date in Attachment G, And Relevant FERC Docket Nos.**

Attachment G Contract Reference No.	Parties	Effective Termination Date	FERC Docket No.
20	NU/Fitchburg	10/31/2005	ER06-343-000
21	NU/MASSPOWER	1/1/2008	ER08-646-000
23	NU/Altresco-Pittsfield	8/12/2005	ER05-1323-000
45	NU (NUSCO)/Rowley	01/01/2006	ER06-851-000
55	NEP/MASSPOWER	9/1/2005	ER05-1241-000
56	NEP/Pittsfield	12/21/2005	ER06-384-000
67	BECO/Altresco	08/21/2011	ER11-3848-000



**Attachment 2**

**Service List of Governors and State Regulators and other interested parties**

CT Public Utilities Regulatory Authority  
10 Franklin Square  
New Britain, CT06051-2605

Maine Public Utilities Commission  
18 State House Station  
Augusta, ME04333-0018

MA Department of Public Utilities  
One South Station, 2d Floor  
Boston, MA02110

NH Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH03301-2429

RI Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI02888

Vermont Public Service Board  
112 State Street, Drawer 20  
Montpelier, VT05620-2701

Raymond Hepper  
ISO New England, Inc.  
One Sullivan Road  
Holyoke, MA01040-2841

Gordon Van Welie  
ISO New England, Inc.  
One Sullivan Road  
Holyoke, MA01040-2841

New England Power Pool  
c/o David Doot  
Day Pitney LLP  
City Place I, 185 Asylum St.  
Hartford, CT06103-3499

Power Planning Committee  
New England Governors Conference, Inc.  
76 Summer Street, 2<sup>nd</sup> Floor  
Boston, MA02110

Clifton C. Below, President  
New England Conference of Public Utilities  
Commissioners, Inc.  
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21 South Fruit Street, Suite 10  
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## ATTACHMENT G

### LIST OF EXCEPTED TRANSACTION AGREEMENTS

Attachment G is a listing of transmission agreements pertaining to certain point-to-point wheeling transactions across or out of a Local Network. In accordance with Section II.40 of the OATT, these agreements will continue to be in effect at the rates and terms thereunder rather than under the OATT. The original list of Items in the predecessor NEPOOL Open Access Transmission Tariff has been revised to remove transmission agreements that have terminated, thus the Item Number column does not reflect sequential Item Numbers.

Item #	PTO	Receiver	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
5	NEP	CES	Long-term non-firm wheeling of power from Boott Hydro <sup>7</sup>	7/9/96	Life of Unit	20	See note #1
6	NEP	CES	Long-term non-firm wheeling of power from Collins Dam <sup>7</sup>	7/9/96	10/1/04	1.5	See note #1
16	NU	CES	Firm PTP Trans. Wheeling Service	10/1/84	8/31/13	2	Swift River – Chicopee 1&2 ER86-85-000/ER86-79-000
17	NU	Groton	Firm PTP Trans. Wheeling Service	11/1/89	10/31/09	1	Glendale Hydro – ER92-66-000 Please see the Addendum to this Attachment for Additional Information
18	NU	UI/Unitil	Firm PTP Trans. Wheeling Service BHS3 to Unitil	5/1/90	10/31/10	15	TSA Corridor – ER92-65-000 Please see the Addendum to this Attachment for Additional Information
19	NU	Groton	Firm PTP Trans. Wheeling Service	4/1/92	10/31/10	1	Littleville Power Co-Texon Hydro ER92-458-000/ER92-66-000/ER93-219-000 Please see the Addendum to this Attachment for Additional Information
20	NU	Fitchburg	Firm PTP Trans. Wheeling Service	1/1/95	10/31/12	3	Harris Hydro – ER94-559-000/ER95-357-000 Please see the Addendum to this Attachment for Additional Information

Item #	PTO	Receiver	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
21	NU	MASS POWER	Firm PTP Trans. Wheeling Service	7/31/93	1/01/14	186 (April – Oct.) – 215 (Nov. – March)	ER94-902-000/ER93-219-000  See note #3  Please see the Addendum to this Attachment for Additional Information
23	NU	Altresco Pittsfield	Firm PTP Trans. Wheeling Service	1/1/95	12/31/11	160 (April – Oct.) – 165 (Nov. – March)	ER95-306-000  See note #3  Please see the Addendum to this Attachment for Additional Information
24	NU	MMWEC	Firm PTP Trans. Wheeling Service	11/1/95	10/31/03	27	NYPA Power – ER96-201-000  Please see the Addendum to this Attachment for Additional Information
25	NU	Paseoag	Firm PTP Trans. Wheeling Service	11/1/95	10/31/03	2.4	NYPA Power – ER96-201-000  Please see the Addendum to this Attachment for Additional Information
27	NU	Suncook	Firm PTP Trans. Wheeling Service	3/8/96	3/8/21	2.2	Suncook – ER96-1277-000
28	NU	NUSCO	Firm PTP Trans. Wheeling Service	10/1/96	9/30/06	200	See Note #2, Suffolk County, NY – ER96-2338-000
30	NU	NUSCO	Firm PTP Trans. Wheeling Service	6/1/94	10/31/05	10	Unitil: Norwalk 1&2 – ER94-1088-0000
32	NU	NUSCO	Firm PTP Trans. Wheeling Service	11/1/94	10/31/05	12	Reading Municipal Light – ER94-1591-000  Please see the Addendum to this Attachment for Additional Information
39	NU	NUSCO	Firm PTP Trans. Wheeling Service	11/1/94	10/31/04	24	Danver Electric Dept. – ER94-1207-000  Please see the Addendum to this Attachment for Additional Information

<b>Item #</b>	<b>PTO</b>	<b>Receiver</b>	<b>Description, Purpose or Service</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Amount (MW's)</b>	<b>Comments FERC Docket #'s</b>
40	NU	NUSCO	Firm PTP Trans. Wheeling Service	11/1/94	10/31/04	23	Littleton Electric Light/Water  ER94-1207-000  Please see the Addendum to this Attachment for Additional Information

<b>Item #</b>	<b>PTO</b>	<b>Receiver</b>	<b>Description, Purpose or Service</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Amount (MW's)</b>	<b>Comments FERC Docket #'s</b>
41	NU	NUSCO	Firm PTP Trans. Wheeling Service	11/1/94	10/31/04	13	Mansfield Municipal Electric  ER94-1207-000  Please see the Addendum to this Attachment for Additional Information
42	NU	NUSCO	Firm PTP Trans. Wheeling Service	5/1/95	10/31/04	5	Sterling Municipal Electric  ER95-584-000  Please see the Addendum to this Attachment for Additional Information
45	NU	NUSCO	Firm PTP Trans. Wheeling Service	11/1/95	12/31/09	6	Rowley Municipal Lighting  ER96-160-000  Please see the Addendum to this Attachment for Additional Information
46	NU	Littleton	Non-Firm PTP Trans. Wheeling Service	2/28/92	2/29/12	1	Marlboro Hydro Corp/Minnewawa  Please see the Addendum to this Attachment for Additional Information
55	NEP- (formerly- Montaup)	MASS  POWER	Firm wheeling of Mass power	7/31/93	12/31/13	100 (June – Sept.)  117 (Oct. – May)	ER93-624-000, ER97-2574-000  Please see the Addendum to this Attachment for

Item #	PTO	Receiver	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
					7/31/08	26 (June – Sept.) 30 (Oct. – May)	Additional Information
					7/31/13	25 (June – Sept.) 29.33 (Oct. – May)	
56	NEP (formerly Montaup)	Pittsfield	Firm wheeling of Pittsfield Generating Company  (Altresco)	9/1/93	12/31/11	26 (June – Sept.)  29.5 (Oct. – May)	ER93-623-000, ER97-2574-000  Please see the Addendum to this Attachment for Additional Information
					12/31/11	26 (June – Sept.)  29.5 (Oct. – May)	
67	BECO	Altresco	Firm wheeling power contract	9/1/93	12/31/11	29	ER93-786-000, ER97-2500-000
68	BECO	MMWEC	Wheeling contract from PASNY for Braintree, Hingham, Hull, Reading, Belmont, Concord, Wellesley	11/1/95	10/31/03	18	Please see the Addendum to this Attachment for Additional Information

<u>Item #</u>	<u>PTO</u>	<u>Receiver</u>	<u>Description, Purpose or Service</u>	<u>Effective Date</u>	<u>End Date</u>	<u>Amount (MW's)</u>	<u>Comments FERC Docket #'s</u>
<u>5</u>	<u>NEP</u>	<u>CES</u>	<u>Long term non-firm wheeling of power from Boott Hydro (See note #1 in Notes to Attachment G)</u>	<u>7/9/96</u>	<u>Life of Unit</u>	<u>20</u>	<u>See note #1</u>
<u>16</u>	<u>NU</u>	<u>CES</u>	<u>Firm PTP Trans. Wheeling Service</u>	<u>10/1/84</u>	<u>8/31/13</u>	<u>2</u>	<u>Swift River – Chicopee 1 &amp; 2  ER86-85-000/ER86-79-000</u>
<u>27</u>	<u>NU</u>	<u>Suncook</u>	<u>Firm PTP Trans. Wheeling Service</u>	<u>3/8/96</u>	<u>3/8/21</u>	<u>2.2</u>	<u>Suncook – ER96-1277-000</u>

## ATTACHMENT G-1

### LIST OF EXCEPTED AGREEMENTS

Attachment G-1 is a listing of comprehensive network service agreements. In accordance with Section II.40 of the OATT, these agreements are to continue in effect and transmission service for the transactions covered by such agreements will continue to be provided at the rates and terms in effect thereunder rather than under the OATT. Further, service for the transactions covered by such agreements shall continue to be excepted for their respective terms from the requirement to pay a Local Network Service charge.

Item #	Parties to the Agreement	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
3	Cambridge/BECO	Support Agreements	1/1/75	open	n/a	Rights in perpetuity
5	CMP/MEW/NU	Firm Transmission of Capacity/Energy to Serve Madison	5/16/94	12/31/03	varies	1-yr Notification, Can be extended to 12/31/08
6	CMEEC/NU	Comprehensive Transmission Service Agreement	11/29/90	1/1/09	n/a	ER91-209-000, ER93-297-000
7	Chicopee/NU	Comprehensive Transmission Service Agreement	11/1/95	10/31/09	n/a	ER85-689-000, ER93-219-000
8	South Hadley/NU	Comprehensive Transmission Service Agreement	11/1/95	7/1/10	n/a	EC90-10-000, ER85-689-000, ER720-000
9	Westfield/NU	Comprehensive Transmission Service Agreement	1/1/95	7/1/10	n/a	EC90-10-000
10	CMP/NU	Firm Border Line Agreement for Bolt Hill Substation	12/15/81	open	35-40	Amount varies, 2yr Notification
11	All VT Utilities	1991 Transmission Agreement	1991		n/a	Transmission Service Agreement

Item #		Parties to the Agreement	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
	14	GMP/CVPS	<del>Firm Network support with outflow Interconnection-agreement</del>	<del>10/19/93</del>	<del>10/19/08</del>	<del>Varies</del>	<del>Transmission Interconnection Agreement</del>



## ATTACHMENT G-2

### LIST OF CERTAIN ARRANGEMENTS OVER EXTERNAL TIES

Attachment G-2 is a listing of agreements which relates to the use of the tie lines to New York.

All such agreements have terminated with respect to Attachment G-2.

Item #	Provider	Receiver	Description, Purpose of Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
1	VT Electric Power Co.	VT Public Systems	To import NYPA power	03/01/90	10/31/03	14-	
2	VT Electric Power Co.	VT Public Power Supply Authority (VPPSA)	To import power from New York State Electric & Gas Company (NYSE&G)	02/16/95	10/31/03	6 (Mar.-Oct.) 7 (Nov.-Feb.) -	
4	VT Electric Power Co.	City of Burlington	To import power from NYSE&G—signed- 04/01/96	05/01/98	12/31/09	10-	
5	NRTG	NEP TDUs & Norwood	FIRM Network Service NYPA Power portion of NEP TDU Network Loads	3/1/97	10/31/03	37-	
6	NU or NRTG	CMEEC	Comprehensive Transmission Service Agreement	11/29/90	1/1/09	-21—	ER91-209-000, ER93-297-000
7	NU or NRTG	Chicopee	Comprehensive Transmission Service Agreement	11/1/95	10/31/09	-6—	ER85-689-000, ER93-219-000
8	NU or NRTG	South Hadley	Comprehensive Transmission Service Agreement	11/1/95	7/1/10	-2—	EC90-10-000, ER85-689-000, ER720-000
9	NU or NRTG	Westfield	Comprehensive Transmission Service Agreement	1/1/95	7/1/10	-4—	
10	NU or NRTG	Holyoke	FIRM Network Service—NYPA power portion of Holyoke Network Load		10/31/03	4	

## Notes to Attachments G

1. NEP's long-term Point-To-Point transmission services will be grandfathered at a fixed rate of \$17.00/kW-yr. Distribution, transformation, and metering surcharges when applicable, will be subject to NEP's applicable point-to-point tariffs.
- ~~2. See FERC Contract for specific details of agreement. In general, 100MW's until transmission upgrades are complete. This item is still under review and is subject to further review dependent upon outcome of Congestion Pricing.~~
- ~~3. This Transmission Service Agreement is governed in part by a memorandum of understanding, filed 6/13/97 in Docket nos. EC90-10-007, ER93-294-000, ER95-1686-000, ER96-496-000, OA97-237-000, and ER97-1079-000.~~

## **~~ADDENDUM TO ATTACHMENTS G~~**

~~Pursuant to the terms of a settlement agreement (the “Settlement Agreement”) reached in FERC Dockets OA97-237-000, et al., the parties to the Excepted Transaction Agreements specifically identified below have reached the following agreements with respect to those Excepted Transaction Agreements. In addition to the items specifically identified below, other Excepted Transaction Agreements listed in Attachment G, G-1 and G-2 to this OATT may also be affected more generally by the terms of that Settlement Agreement.~~

### **~~OATT Attachment G, Items 17, 19 and 46~~**

~~These arrangements will continue for the life of the Unit Contract at a rate of \$6.50 per kw year.~~

### **~~OATT Attachment G, Item 18~~**

~~NU, UI and Unitil agree that Item 18, which is a contract for corridor transmission service between NU and UI (the “NU-UI Agreement”) that was entered into as a settlement of prior disputes, will remain in effect in accordance with its terms. The parties further agree that the Purchased Power Agreement between UI and Unitil for power from Bridgeport Harbor Station Unit No. 3 (the “UI-UNITIL Agreement”) shall remain in effect subject to the terms of that agreement for its full term at the rate stated therein. NU shall pay Unitil an amount equal to one third of the transmission charges. Unitil pays to reimburse UI for the costs UI incurs for the transmission of Unitil’s power in connection with the UI-UNITIL agreement for the period between March 1, 1999 and October 31, 2003. From November 1, 2003 to October 31, 2005, NU shall pay Unitil an amount equal to 100% of the transmission charges Unitil pays UI to reimburse UI for the costs UI incurs for the transmission of Unitil’s power in connection with the UI-UNITIL Agreement. NU, UI and Unitil agree that the foregoing arrangements satisfy any claims of double charges under the NU-UI Agreement and the UI-UNITIL Agreement.~~

### **~~OATT Attachment G, Item 20~~**

~~This contract will remain in force according to its terms at a rate of \$6.50 per kw year.~~

**~~OATT Attachment G, Item 21 and 23~~**

~~The transmission contract between NUSCO and MASSPOWER will remain in effect for its full term. The MASSPOWER transmission contract (and the contract between NUSCO and Pittsfield) will remain under the NU System Companies' Local Service Schedule, subject to the settlement among MASSPOWER, Pittsfield and the NU System Companies approved in Northeast Utilities Service Company, 95 FERC ¶ 61,080.~~

**~~OATT, Attachment G, Items 24 and 25~~**

~~The parties to these Excepted Transactions, which are contracts for transmission service by NU over the New York tie, have agreed that these contracts for transmission service will remain in effect for their full term at a rate of \$6.50 per kw-year.~~

**~~OATT Attachment G, Item 32~~**

~~NU and Reading have agreed that the transmission rate applicable to this Attachment G contract will be one-half of the current transmission charge paid by Reading under such contract from March 1, 1999 through the remainder of its term. This Attachment G contract will remain in effect in accordance with its current terms. Reading will continue to be billed and pay for service in accordance with the pre-existing negotiated rates in this Attachment G contract and such bills will include a line item reflecting the cost of transmission based on the NU Local Service Schedule rate in effect for the applicable billing period. Monthly adjustments in the transmission portion of the bill will be made separately by NU's transmission group to account for the difference between the Local Service Schedule rate used for billing purposes and the settlement rate of one-half the current transmission charge paid by Reading under this contract such that Reading will pay a net transmission charge of one-half the current transmission charge paid by Reading under this contract.~~

**~~OATT Attachment G, Items 39, 40, 41, 42 and 45~~**

~~NU and the MMWEC parties have agreed that the transmission rate applicable to these Attachment G contracts will be \$6.50/kw-year from March 1, 1999 through the remainder of their terms. These Attachment G contracts will remain in effect in accordance with their current terms. The customers will continue to be billed and pay for service in accordance with the pre-existing negotiated rates in those contracts and such bills will include a line~~

~~item reflecting the cost of transmission based on the NU Local Service Schedule rate in effect for the applicable billing period. Monthly adjustments in the transmission portion of the bill will be made separately by NU's transmission group to account for the difference between the NU Local Service Schedule rate used for billing purposes and the settlement rate of \$6.50/kw year such that the MMWEC parties will pay a net transmission charge of \$6.50/kw year.~~

**~~OATT Attachment G, Items 55 and 56~~**

~~NEP (formerly Montaup), as PTO, and MASSPOWER and Pittsfield, as Transmission Customers, and all other Parties agree that these Excepted Transactions shall not be affected by this Settlement Agreement and shall remain in full force and effect in accordance with their terms.~~

**~~OATT Attachment G, Item 68~~**

~~From March 1, 1999 to the expiration of the contract (December 31, 2003), BECO will not bill Braintree, Reading, Hingham and Hull, and BECO will bill Concord, Wellesley and Belmont at 50% of the contract rate for a total of 6.4MWs.~~

### ATTACHMENT G-3

#### COMPLETE LIST OF EXCEPTED TRANSACTION (TRANSMISSION) AGREEMENTS OVER EXTERNAL TIES

Attachment G-3 is a comprehensive list of Excepted Transaction Agreements that relate to the use of ties with neighboring Control Areas (“External Ties”). The party responsible for paying the Congestion Cost associated with energy purchased under the Excepted Transactions listed in Attachment G-3 will retain their existing contract rights for physical scheduling of a transaction at the External Node associated with the Excepted Transaction until such party elects to be allocated Auction Revenue Rights pursuant to Market Rule 1. Until the party responsible for paying the Congestion Cost associated with energy purchased under an Excepted Transaction listed in Attachment G-3 elects to be allocated Auction Revenue Rights, the Excepted Transaction shall have physical scheduling and curtailment rights in accordance with Section II.44(a) of this OATT. Once the party responsible for paying the Congestion Cost associated with energy purchased under the Excepted Transaction elects to be allocated Auction Revenue Rights, the party will not be able to revert back to using their contract rights for physical scheduling and curtailment.

All such agreements have terminated with respect to Attachment G-3.

~~Imports-~~

<del>Item #</del>	<del>PTO</del>	<del>Receiver</del>	<del>Description, Purpose or Service</del>	<del>Effective Date</del>	<del>Transmission Contract End Date</del>	<del>Amount (MWs)</del>	<del>External Interface</del>	<del>Reference</del>
<del>1</del>	<del>NRTG</del>	<del>CMEEC</del>	<del>To import power from NYPA to Participants and non-Participant Transmission Customers -NYPA-</del>	<del>Various</del>	<del>10/31/03</del>	<del>20.9</del>	<del>NE / NY-AC</del>	<del>Supported by agreements under the RNA, NOATT Attachments G and G-1, and NOATT Settlement agreement (including “In-Service” Settlement).-</del>
<del>2</del>	<del>NRTG</del>	<del>MMWEC</del>	<del>To import power from NYPA to Participants and non-Participant Transmission Customers -NYPA-</del>	<del>Various</del>	<del>10/31/03</del>	<del>81.8</del>	<del>NE / NY-AC</del>	<del>Supported by agreements under the RNA, NOATT Attachments G and G-1, and NOATT Settlement agreement (including NEPOOL Absorption of NEP OATT No 9 obligations, certain All Requirements services of NEP, and “In-Service” Settlement).-</del>
<del>3</del>	<del>NRTG</del>	<del>Pascoag</del>	<del>To import power from NYPA to Participants and non-Participant Transmission Customers -NYPA-</del>	<del>Various</del>	<del>10/31/03</del>	<del>2.4</del>	<del>NE / NY-AC</del>	<del>Supported by agreements under the RNA, NOATT Attachments G and G-1, and NOATT Settlement agreement (including “In-Service” Settlement).-</del>

4	NRTG	VT Public Systems	To import power from NYPA to Participants and non-Participant Transmission Customers – NYPA	Various	10/31/03	15	NE / NY-AC	Supported by agreements under the RNA, NOATT Attachments G and G-1, and NOATT Settlement agreement (including “In-Service” Settlement).
5	VELCO	VT Public Power Supply Authority	To import power from New York State Electric & Gas Company (NYSE&G)	02/16/95	10/31/03	6- (Mar.-Oct.) 7- (Nov.-Feb.)	NE / NY-AC	See Attachment G-2, Item # 2

Item #	PTO	Receiver	Description, Purpose or Service	Effective Date	Transmission Contract End Date	Amount (MWs)	External Interface	Reference
6	VELCO	City of Burlington	To import power from New York State Electric & Gas Company (NYSE&G)	05/01/98	12/31/09	10	NE / NY-AC	See Attachment G-2, Item # 4

Item #	PTO	Receiver	Description, Purpose or Service	Effective Date	Transmission Contract End Date	Amount (MWs)	External Interface	Reference
7	NU	NUSCO	To export power from NEPOOL into the NY Power Pool over the 1385 line	10/1/96	09/30/06	200	NE / NY-AC	See Attachment G, Item # 28



## **ATTACHMENT G**

### **LIST OF EXCEPTED TRANSACTION AGREEMENTS**

Attachment G is a listing of transmission agreements pertaining to certain point-to-point wheeling transactions across or out of a Local Network. In accordance with Section II.40 of the OATT, these agreements will continue to be in effect at the rates and terms thereunder rather than under the OATT. The original list of Items in the predecessor NEPOOL Open Access Transmission Tariff has been revised to remove transmission agreements that have terminated, thus the Item Number column does not reflect sequential Item Numbers.

<b>Item #</b>	<b>PTO</b>	<b>Receiver</b>	<b>Description, Purpose or Service</b>	<b>Effective Date</b>	<b>End Date</b>	<b>Amount (MW's)</b>	<b>Comments FERC Docket #'s</b>
5	NEP	CES	Long term non-firm wheeling of power from Boott Hydro (See note #1 in Notes to Attachment G)	7/9/96	Life of Unit	20	See note #1
16	NU	CES	Firm PTP Trans. Wheeling Service	10/1/84	8/31/13	2	Swift River – Chicopee 1 & 2  ER86-85-000/ER86-79-000
27	NU	Suncook	Firm PTP Trans. Wheeling Service	3/8/96	3/8/21	2.2	Suncook – ER96-1277-000

## ATTACHMENT G-1

### LIST OF EXCEPTED AGREEMENTS

Attachment G-1 is a listing of comprehensive network service agreements. In accordance with Section II.40 of the OATT, these agreements are to continue in effect and transmission service for the transactions covered by such agreements will continue to be provided at the rates and terms in effect thereunder rather than under the OATT. Further, service for the transactions covered by such agreements shall continue to be excepted for their respective terms from the requirement to pay a Local Network Service charge.

Item #	Parties to the Agreement	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
11	All VT Utilities	1991 Transmission Agreement	1991		n/a	Transmission Service Agreement

## **ATTACHMENT G-2**

### **LIST OF CERTAIN ARRANGEMENTS OVER EXTERNAL TIES**

Attachment G-2 is a listing of agreements which relates to the use of the tie lines to New York.

All such agreements have terminated with respect to Attachment G-2.

## **Notes to Attachments G**

1. NEP's long-term Point-To-Point transmission services will be grandfathered at a fixed rate of \$17.00/kW-yr. Distribution, transformation, and metering surcharges when applicable, will be subject to NEP's applicable point-to-point tariffs.

### **ATTACHMENT G-3**

#### **COMPLETE LIST OF EXCEPTED TRANSACTION (TRANSMISSION) AGREEMENTS OVER EXTERNAL TIES**

Attachment G-3 is a comprehensive list of Excepted Transaction Agreements that relate to the use of ties with neighboring Control Areas (“External Ties”). The party responsible for paying the Congestion Cost associated with energy purchased under the Excepted Transactions listed in Attachment G-3 will retain their existing contract rights for physical scheduling of a transaction at the External Node associated with the Excepted Transaction until such party elects to be allocated Auction Revenue Rights pursuant to Market Rule 1. Until the party responsible for paying the Congestion Cost associated with energy purchased under an Excepted Transaction listed in Attachment G-3 elects to be allocated Auction Revenue Rights, the Excepted Transaction shall have physical scheduling and curtailment rights in accordance with Section II.44(a) of this OATT. Once the party responsible for paying the Congestion Cost associated with energy purchased under the Excepted Transaction elects to be allocated Auction Revenue Rights, the party will not be able to revert back to using their contract rights for physical scheduling and curtailment.

All such agreements have terminated with respect to Attachment G-3.



FERC rendition of the electronically filed tariff records in Docket No. ER13-00031-000

Filing Data:

CID: C000029

Filing Title: Tariff Revisions to Attachment G of ISO NE OATT

Company Filing Identifier: 242

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: ISO New England Inc. Transmission, Markets and Services Tariff

Tariff ID: 1

Payment Confirmation:

Suspension Motion:

Tariff Record Data:

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

Attachment G, Attachment G List of Excepted Transaction Agreements, 1.0.0, A

Record Narrative Name: Attachment G

Tariff Record ID: 112

Tariff Record Collation Value: 665383418 Tariff Record Parent Identifier: 18

Proposed Date: 2012-12-04

Priority Order: 50

Record Change Type: CHANGE

Record Content Type: 1

Associated Filing Identifier:

## ATTACHMENT G

### LIST OF EXCEPTED TRANSACTION AGREEMENTS

Attachment G is a listing of transmission agreements pertaining to certain point-to-point wheeling transactions across or out of a Local Network. In accordance with Section II.40 of the OATT, these agreements will continue to be in effect at the rates and terms thereunder rather than under the OATT. The original list of Items in the predecessor NEPOOL Open Access Transmission Tariff has been revised to remove transmission agreements that have terminated, thus the Item Number column does not reflect sequential Item Numbers.

Item #	PTO	Receiver	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)
5	NEP	CES	Long term non-firm wheeling of power from Boott Hydro (See note #1 in Notes to Attachment G)	7/9/96	Life of Unit	20
16	NU	CES	Firm PTP Trans. Wheeling Service	10/1/84	8/31/13	2
27	NU	Suncook	Firm PTP Trans. Wheeling Service	3/8/96	3/8/21	2.2

Record Content Description, Tariff Record Title, Record Version Number, Option Code:

Attachment G-1, Attachment G-1 List of Excepted Agreements, 1.0.0, A

Record Narrative Name: Attachment G-1 - List of Excepted Agreements

Tariff Record ID: 113

Tariff Record Collation Value: 670232932 Tariff Record Parent Identifier: 18

Proposed Date: 2012-12-04

Priority Order: 50

Record Change Type: CHANGE

Record Content Type: 1

Associated Filing Identifier:

## ATTACHMENT G-1

### LIST OF EXCEPTED AGREEMENTS

Attachment G-1 is a listing of comprehensive network service agreements. In accordance with Section II.40 of the OATT, these agreements are to continue in effect and transmission service for the transactions covered by such agreements will continue to be provided at the rates and terms in effect thereunder rather than under the OATT. Further, service for the transactions covered by such agreements shall continue to be excepted for their respective terms from the requirement to pay a Local Network Service charge.

Parties to the Agreement	Description, Purpose or Service	Effective Date	End Date	Amount (MW's)	Comments FERC Docket #'s
All VT Utilities	1991 Transmission Agreement	1991		n/a	Transmission Service Agreement

Record Content Description, Tariff Record Title, Record Version Number, Option Code:  
Attachment G-2, Attachment G-2 List of Certain Arrangements Over Ext Ties, 1.0.0, A  
Record Narrative Name: Attachment G-2 - List of Certain Arrangements Over External Ties  
Tariff Record ID: 114  
Tariff Record Collation Value: 675082446 Tariff Record Parent Identifier: 18  
Proposed Date: 2012-12-04  
Priority Order: 50  
Record Change Type: CHANGE  
Record Content Type: 1  
Associated Filing Identifier:

## ATTACHMENT G-2

### LIST OF CERTAIN ARRANGEMENTS OVER EXTERNAL TIES

Attachment G-2 is a listing of agreements which relates to the use of the tie lines to New York.

All such agreements have terminated with respect to Attachment G-2.

### Notes to Attachments G

1. NEP's long-term Point-To-Point transmission services will be grandfathered at a fixed rate of \$17.00/kW-yr. Distribution, transformation, and metering surcharges when applicable, will be subject to NEP's applicable point-to-point tariffs.



Record Content Description, Tariff Record Title, Record Version Number, Option Code:  
Attachment G-3, Attachment G-3 Complete List of Excepted Transaction Agree, 1.0.0, A  
Record Narrative Name: Attachment G-3 Complete List of Excepted Transaction (Transmission) Agreements Over  
External Ties  
Tariff Record ID: 115  
Tariff Record Collation Value: 679931960 Tariff Record Parent Identifier: 18  
Proposed Date: 2012-12-04  
Priority Order: 50  
Record Change Type: CHANGE  
Record Content Type: 1  
Associated Filing Identifier:

**ATTACHMENT G-3**  
**COMPLETE LIST OF EXCEPTED TRANSACTION (TRANSMISSION) AGREEMENTS**  
**OVER EXTERNAL TIES**

Attachment G-3 is a comprehensive list of Excepted Transaction Agreements that relate to the use of ties with neighboring Control Areas (“External Ties”). The party responsible for paying the Congestion Cost associated with energy purchased under the Excepted Transactions listed in Attachment G-3 will retain their existing contract rights for physical scheduling of a transaction at the External Node associated with the Excepted Transaction until such party elects to be allocated Auction Revenue Rights pursuant to Market Rule 1. Until the party responsible for paying the Congestion Cost associated with energy purchased under an Excepted Transaction listed in Attachment G-3 elects to be allocated Auction Revenue Rights, the Excepted Transaction shall have physical scheduling and curtailment rights in accordance with Section II.44(a) of this OATT. Once the party responsible for paying the Congestion Cost associated with energy purchased under the Excepted Transaction elects to be allocated Auction Revenue Rights, the party will not be able to revert back to using their contract rights for physical scheduling and curtailment.

All such agreements have terminated with respect to Attachment G-3.



Document Content(s)

242-ce10f89f-d51d-4640-9bc2-0228a62bac99.PDF.....1-10

Marked242-7069d84d-1470-46ac-ac05-0f3e91059935.PDF.....11-24

Clean242-6752f582-4c26-4240-83b0-e78f2bb6efa7.PDF.....25-30

FERC GENERATED TARIFF FILING.RTF.....31-34