



July 31, 2024

**Via eTariff Filing**

The Honorable Debbie-Anne A. Reese, Acting Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: New England Power Pool and ISO New England Inc., Docket No. ER24-\_\_\_\_\_-000;  
Amended Allocation of Unused Provisional Member Voting Share  
135<sup>th</sup> Agreement Amending NEPOOL Agreement (“135<sup>th</sup> Agreement”) and  
Participants Agreement Amendment No. 13 (“PA13”)**

Dear Secretary Reese:

Pursuant to Section 205 of the Federal Power Act (“FPA”),<sup>1</sup> the New England Power Pool (“NEPOOL”) Participants Committee<sup>2</sup> joined by ISO New England Inc. (the “ISO”) (together, the “Filing Parties”) hereby submit to the Federal Energy Regulatory Commission (the “Commission”) proposed amendments to both the NEPOOL Agreement and the Participants Agreement (collectively, the “Amendments”) to make equivalent the allocation of any unused Provisional Member Group Seat voting share to each of NEPOOL’s six Sectors. The Filing Parties respectfully request that the Commission accept the proposed Amendments with an effective date of August 1, 2024, which is one day after this filing.

**I. DESCRIPTION OF THE FILING PARTIES; COMMUNICATIONS**

The signatories to the New England Power Pool Agreement, which was first entered into in 1971, are referred to collectively as “NEPOOL.” Currently, there are more than 540 signatories, which are referred to either as “Participants” or “members.” Participants include all of the electric utilities rendering or receiving services under the ISO Tariff, as well as independent power generators, marketers, load aggregators, brokers, consumer-owned utility systems, demand response providers (including owners of distributed generation and aggregators of such generation), developers, end users, and a merchant transmission provider. Pursuant to Commission-approved governance provisions,<sup>3</sup> NEPOOL is the vehicle through which all stakeholders with business interests in New England are able

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<sup>1</sup> 16 U.S.C. § 824(d) (2024).

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

<sup>3</sup> *ISO New England Inc., et al.*, 109 FERC 61,147 (Nov. 3, 2004).

to provide informed input and advice to the ISO. The Participants act through the NEPOOL Participants Committee. Section 6.1 of the NEPOOL Agreement and Section 8.1.3(c) of the Participants Agreement authorize the Participants Committee to represent NEPOOL in proceedings before the Commission.

The ISO is the private, non-profit entity that serves as the regional transmission organization (“RTO”) for New England. The ISO plans and operates the New England bulk power system and administers New England’s organized wholesale electricity markets pursuant to the ISO Tariff and the Transmission Operating Agreement with the New England Participating Transmission Owners. In its capacity as an RTO, the ISO has the responsibility to protect the short-term reliability of the New England Control Area and to operate the system according to reliability standards established by the Northeast Power Coordinating Council and the North American Electric Reliability Corporation.

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

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## **II. BACKGROUND: PROVISIONAL MEMBER ARRANGEMENTS**

Nearly 10 years ago, NEPOOL introduced its Provisional Member arrangements to permit Entities that do not meet the eligibility requirements for NEPOOL Sector membership, yet are interested in becoming NEPOOL members, to join NEPOOL provisionally and participate in the NEPOOL Participant Processes.<sup>4</sup> Until Provisional Members satisfy the requirements for and become members of a Sector, and to the extent they are not otherwise the Related Person of an existing Participant, Provisional Members are grouped, and vote, together, as part of a common Provisional Member Group Seat, unaffiliated with any of the six Sectors.

The Provisional Member Group Seat may cast up to 1% of the NEPOOL Vote, with the remaining 99% equally divided currently among the six Sectors (or 16.5% for each Sector). For any specific vote, however, only the Fixed Voting Share of the Provisional Members casting an affirmative or negative vote on a proposed action or amendment is included in the aggregate Member Adjusted Voting Shares.<sup>5</sup> Accordingly, to maintain an aggregate Member Adjusted Voting Share of 100%, any unused portion of the Provisional Member Group Seat Voting Share is allocated consistent with subsection (a) of the definition of Member Adjusted Voting Share (“Allocation”).

As currently provided for, an Allocation is made only to voting members of “each active Sector (other than the AR Sector).”<sup>6</sup> Although the AR Sector is now Fully Activated and, presuming Quorums in all Sectors and Sub-Sectors, has an equal share of the remaining NEPOOL Vote, following an Allocation, the AR Sector does not have an equal share of the NEPOOL Vote.

## **III. THE AMENDMENTS**

To ensure equivalent sharing of any unused portion of the Provisional Member Group Seat Voting Share amongst all six Sectors, similar to the equivalent sharing of the aggregate Sector Voting Shares, three targeted revisions are proposed in the 135th Agreement, with conforming changes reflected in PA13:<sup>7</sup>

1. The addition of a defined term “Unused Provisional Member Voting Share Sector Allocation”;

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<sup>4</sup> The current Provisional Member arrangements were implemented in late 2014 by way of the 126th Agreement Amending the 2d RNA. *See* Revised Provisional Member Arrangements, New England Power Pool, Docket No. ER15-238-000, (filed Oct. 30, 2014); *New England Power Pool*, Docket No. ER15-238-000 (Dec. 12, 2014) (unpublished letter order accepting revised Provisional Member arrangements).

<sup>5</sup> 2d RNA § 1.50(c) (Member Adjusted Voting Share).

<sup>6</sup> 2d RNA § 1.50(c).

<sup>7</sup> No provision of an amendment to the NEPOOL Agreement that conflicts with the Participants Agreement is permitted to become effective. 2d RNA § 16.9(a).

2. Use of the new defined term in the calculation of the NPC Sector Voting Share or Technical Committee Adjusted Sector Voting Share for all but the AR Sector; and
3. Use of the new defined term in the calculation of Adjusted Sub-Sector Voting Share.<sup>8</sup>

To illustrate numerically, the following chart compares total Voting Shares, pre- and post-Amendments under 2 scenarios: (i) where there is no Allocation (and where there is no difference); and (ii) where there is a full Allocation (showing the new Voting Share percentages post-Amendments). Note that, while the overall differences (D-E) are minimal, the differences ensure that in all cases where 2/3 of NEPOOL Sectors are in favor, the NEPOOL Vote is 2/3 in favor (E).<sup>9</sup>

Sector / Group	Scenario 1: Voting Share No Allocation		A-B	Scenario 2: Voting Share Full (1%) Allocation		D-E
	A Pre-Amendments	B Post-Amendments		D Pre-Amendments	E Post-Amendments	
Generation	16.50	16.50	0.0	16.700	16.667	-0.033
Transmission	16.50	16.50	0.0	16.700	16.667	-0.033
Supplier	16.50	16.50	0.0	16.700	16.667	-0.033
Alternative Resources	16.50	16.50	0.0	16.500	16.667	0.165
Publicly Owned Entity	16.50	16.50	0.0	16.700	16.667	-0.033
End User	16.50	16.50	0.0	16.700	16.667	-0.033
Provisional	<u>1.00</u>	<u>1.00</u>	0.0	<u>0.000</u>	<u>0.000</u>	0.00
<b>% IN FAVOR</b>	100.00	100.00		100.00	100.00	

<sup>8</sup> The last paragraph of 2d RNA §1.2 (Adjusted Sub-Sector Voting Share) also includes a non-related clean-up change, because it is not always true. The Adjusted Sub-Sector Voting Share will exceed the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members for a Technical Committee vote in certain, specific circumstances. That scenario will occur only for a Technical Committee vote where one or two non-AR Sectors have not achieved a Sector Quorum, and the remaining Sectors, including the AR Sector, are allocated the unused Voting Share of the Sectors that failed to achieve a Quorum. For example, if 2 non-AR Sectors were to be completely absent for a Vote at a Technical Committee meeting, each of the remaining 4 Sectors present and achieving a Sector Quorum would cast at least 24.75% of the Vote and as much as 25% of the Vote depending on the applicable Allocation. A 24-25% Vote by the AR Sector (the sum of its adjusted Sub-Sector Voting Shares in those circumstances) would clearly exceed the sum of its Member Fixed Voting Shares (16.5%).

<sup>9</sup> Currently, if 4 Sectors are in favor, and the AR Sector is among those 4 Sectors in favor, the NEPOOL Vote would fall just (0.001%) short of 2/3, an important threshold for affirmative Principal Committee action (required for all votes, other than votes on changes to the Market Rules, the Information Policy or Installed Capacity Requirements, which require a 60% NEPOOL Vote, or the endorsement of a slate of candidates for election or re-election to the ISO Board of Directors, or amendments to the Participants Agreement, which require a 70% NEPOOL Votes).

#### **IV. REQUESTED EFFECTIVE DATE; REQUEST FOR WAIVER**

Pursuant to Section 35.11 of the Commission's rules and regulations,<sup>10</sup> NEPOOL requests waiver of the 60-day notice requirement so that the Amendments may become effective one day after filing, or August 1, 2024. Good cause exists to grant the requested waiver of the 60-day notice requirement for the Amendments. There are limited circumstances in which the Amendments may impact the final outcome of certain Principal Committee actions. An August 1, 2024 effective will ensure (i) that the results of all Principal Committee votes taken reflect the unanimously-agreed-to equitable sharing of any Allocation, and (ii) importantly, certainty as to the finality of all actions taken that included an Allocation. Given Participants' unanimous agreement to the Amendments, NEPOOL will allocate any unused Provisional Member Voting Share in accordance with the Amendments as of the requested effective date. NEPOOL is not requesting an expedited order or shortened comment period for the Amendments. No party will be adversely affected by the waiver requested in these circumstances.

#### **V. 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.<sup>11</sup> However, the Amendments are not a traditional "rate" and the Filing Parties are not traditional investor-owned utilities. In light of these circumstances, the Filing Parties submit the following additional information in substantial compliance with relevant provisions of Section 35.13, and request a waiver of Section 35.13 of the Commission's regulations to the extent the content or form deviates from the specific technical requirements of the regulations.

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

- This transmittal letter;
- Redlined version of Section 1 of the Participants Agreement marked to show the changes to be made by PA13;<sup>12</sup>
- Clean version of Section 1 of the Participants Agreement reflecting PA13;<sup>12</sup>
- Revised sheets of the Second Restated NEPOOL Agreement marked to show the changes to be made by the Amendments;
- The One Hundred Thirty-Fifth Agreement amending New England Power Pool Agreement;

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<sup>10</sup> 18 C.F.R. § 35.11 (2024).

<sup>11</sup> 18 C.F.R. § 35.13 (2017).

<sup>12</sup> Typographical corrections to the definitions of "Government Entity" (correcting the spelling of Publicly) and "Planning Procedures" (deleting an extra space) are also included with the changes to Section 1.

- Amendment No. 13 to the Participants Agreement;
- Balloting Results for 135th Agreement and PA13; and
- List of governors, utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont, and other entities, to which a copy of this filing has been sent.

35.13(b)(2) – The Filing Parties request that the Amendments become effective on August 1, 2024.

35.13(b)(3) – Pursuant to Section 16.11(a)(iv) of the Second Restated NEPOOL Agreement and Section 17.11(e) of the Participants Agreement, Governance Participants are being served electronically rather than by paper copy. An electronic copy of 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 that comprise the New England Control Area, to NECPUC, and to the Executive Director of the New England State Committee on Electricity. The names and addresses of these governors and regulatory agencies are identified on the list included herewith. In accordance with Commission rules and practice, there is no need for the Governance Participants or the entities described above to be included on the Commission's official service list in this proceeding unless such entities become intervenors in this proceeding.

35.13(b)(4) – A description of the changes effected by the Amendments is contained in Section III of this transmittal letter.

35.13(b)(5) – The reasons for this filing are discussed in Sections II and III of this transmittal letter.

35.13(b)(6) – As discussed above, the changes to the NEPOOL Agreement and to the Participants Agreement reflect the results of the Participant Process required by the Participants Agreement. The Amendments were approved by the Participants Committee pursuant to balloting under Section 6.10 of the NEPOOL Agreement and Section 17.2.3 of the Participants Agreement in which the Minimum Response Requirement was satisfied. The ISO's approval of the Amendments is evidenced by this filing and execution of PA13.

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(c)(1) – Not applicable to this filing.

35.13(c)(2) – Not applicable to this filing.

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

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## **VI. CONCLUSION**

For the reasons stated herein, the Filing Parties respectfully request that the Commission accept the Amendments without change or condition, to become effective on August 1, 2024.

Respectfully submitted,

**NEPOOL PARTICIPANTS COMMITTEE**

**ISO NEW ENGLAND INC.**

By: /s/

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**REDLINED VERSION**  
**PARTICIPANTS AGREEMENT SECTION 1**  
**SHOWING CHANGES TO BE MADE BY PA13**



## SECTION 1. DEFINITIONS

1.1 Defined Terms. Each of the capitalized terms used in this Agreement shall have the meaning ascribed to it in this Section 1.

**“Agreement”** shall mean this Participants Agreement, as it may be amended or supplemented from time to time.

**“Alternative Resources”** shall mean Renewable Generation Resources, Distributed Generation Resources, and Load Response Resources.

**“AR Provider”** shall mean a NEPOOL Participant with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area. For the purposes of this Agreement,

(a) a NEPOOL Participant has a Substantial Business Interest in Alternative Resources if:

- (i) either (A) the NEPOOL Participant owns or controls any Alternative Resource and at least 75% of its Energy resources within the New England Control Area are Alternative Resources; or (B) the NEPOOL Participant (1) owns or controls at least 50 MW (or its equivalent) of Alternative Resources within the New England Control Area or (2) has an independently verifiable capital investment in its Alternative Resources in the New England Control Area as of the end of the most recent calendar year of at least \$30,000,000, regardless of the percentage of its business interests those Alternative Resources represent; and
- (ii) either (A) the quantity of Alternative Resources (in megawatts) and other generation resources in the New England Control Area owned or controlled by the NEPOOL Participant exceeds the highest quantity of hourly Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (B) the quantity of generation (in megawatt hours) in the past twelve (12) months from Alternative Resources and other generation resources in the New England Control Area that the NEPOOL Participant owns or controls exceeds the total quantity of Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (C) the NEPOOL Participant has not held any Governance Load responsibility in the prior

twelve (12) months but otherwise meets one of the tests set forth in (i)(A) or (i)(B) above;  
or

- (iii) the NEPOOL Participant is determined by the AR Sector and the Participants Committee to have a Substantial Business Interest in Alternative Resources.

(b) the only Alternative Resources that shall be taken into account for purposes of determining whether an Entity qualifies as an AR Provider pursuant to sections (a)(i) and (a)(ii) above are:

- (i) those generating resources that are within the New England Control Area that are (A) currently in operation, (B) under construction, or (C) proposed for operation as generation and that have received approvals under Sections 18.4 and/or 18.5 of the First Restated NEPOOL Agreement between July 1, 2002 and the Effective Date or received approvals on or after the Effective Date under Sections I.3.9 and/or I.3.10 of the Tariff or for which completed environmental air or environmental siting applications have been filed or permits exist; or
- (ii) Demand Response Resources that are enrolled in the Load Response Program and have not been inactive in that Program for a period exceeding six (6) months; or
- (iii) Energy Efficiency Resources that have not been inactive in an Energy efficiency program of a New England state for a period exceeding six (6) months; or
- (iv) Alternative Resources that have been offered in a Forward Capacity Auction or Reconfiguration Auction that have been accepted by the ISO.

**“AR Sector”** or **“Alternative Resources Sector”** shall have the meaning set forth in Section 7.3.2(d) of this Agreement.

**“AR Sector Voting Share”** shall mean the sum of the Sub-Sector Voting Shares of the AR Sub-Sectors.

**“AR Sub-Sector”** shall mean the Renewable Generation Sub-Sector, Distributed Generation Sub-Sector, or the Load Response Sub-Sector of the AR Sector created pursuant to the terms of the RNA and this Agreement.

**“Balloting Agent”** shall have the meaning given it in the RNA.

**“Budget & Finance Subcommittee”** shall mean the Budget & Finance Subcommittee established pursuant to the RNA and the responsibilities of which are specified in Section 8.4.

**“Commission”** shall mean the Federal Energy Regulatory Commission.

**“Demand Response Resource”** is any resource in the New England Control Area that (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of demand response measures for which the Entity that provides or controls the resource receives compensation; or (b) qualifies as a demand response resource, including distributed generation, pursuant to the Load Response Program; or (c) qualifies to receive an Installed Capacity payment pursuant to the Load Response Program; or (d) is determined by the Participants Committee to be a Demand Response Resource.

**“Distributed Generation Resource”** shall mean any electric generating facility in the New England Control Area that: (a) generates electricity pursuant to a distributed generation tariff or contract; or (b) is interconnected to the Transmission Facilities or a New England distribution system pursuant to a distributed generation agreement; or (c) the Participants Committee determines is a Distributed Generation Resource.

**“Distributed Generation Resource Provider”** shall mean an AR Provider which, together with its Related Persons, owns or controls Distributed Generation Resources.

**“Distributed Generation Sub-Sector”** shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(B) of this Agreement.

**“Effective Date”** shall mean February 1, 2005.

**“End User Organization”** shall mean an End User Participant which is (a) a registered tax-exempt non-profit organization with (i) an organized board of directors and (ii) a membership (A) of at least 100 Entities that buy electricity at wholesale or retail in the New England states or (B) with an aggregate peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least ten (10) megawatts or (b) a Government Entity that is a Governance Only Member.

**“End User Participant”** shall mean a NEPOOL Participant which is (a) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption, (b) a non-profit group representing such consumers, or (c) a Government Entity, or (d) a Related Person of another End User Participant and which (i) is licensed as a competitive supplier under the statutes and regulations of the state in which the End User Participant which is its Related Person is located and (ii) participates in the New England Market solely to serve the load of the End User which is its Related Person.

**“End User Sector”** shall have the meaning set forth in Section 7.3.2(f) of this Agreement.

**“Energy”** shall mean power produced in the form of electricity, measured in kilowatt-hours or megawatt-hours.

**“Energy Efficiency Resource”** shall mean any resource in the New England Control Area that is not a generator and either (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of measures that reduce the Energy used by end-use devices and systems while maintaining comparable service for which the Entity that provides or controls the resource receives compensation pursuant to an energy efficiency program of a New England state; or (b) is determined by the Participants Committee to be an Energy Efficiency Resource.

**“Entity”** shall mean any person or organization, whether the United States of America or Canada or a state or province or a political subdivision thereof or a duly established agency of any of them, a private corporation, a partnership, an individual, an electric cooperative or any other person or organization recognized in law as capable of owning property and contracting with respect thereto that is either:

- (a) engaged in the electric power business (the generation and/or transmission and/or distribution of electricity for consumption by the public; or the purchase, as a principal or broker, of installed capability, Energy, operating reserve, or ancillary services; or the ownership or control of Load Response Resources); or
- (b) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption or a non-profit group representing such consumers.

**“Exigent Circumstances”** shall mean circumstances such that ISO determines in good faith that (i) failure to immediately implement a new Market Rule, Operating Procedure, Reliability Standard, provision of the Information Policy, Non-TO OATT Provision or Manual would substantially and adversely affect (A) System reliability or security, or (B) the competitiveness or efficiency of the New England Markets, and (ii) invoking the procedures set forth in Section 11.1, 11.3 or 11.4 would not allow for timely redress of ISO’s concerns.

**“External Market Monitor”** shall have the meaning set forth in Section 9.4.2 of the Agreement.

**“First Restated NEPOOL Agreement”** shall mean the version of the RNA in effect prior to the Effective Date.

**“Fully Activated Sub-Sector Voting Share”** shall mean eight and one-third percent (8 1/3%) in the case of the Renewable Generation Sub-Sector and four and one-sixth percent (4 1/6%) in the case of each of the Distributed Generation and Load Response Sub-Sectors.

**“GAAP”** shall mean generally accepted accounting principles in the United States.

**“General Tariff Provisions”** shall mean all of the provisions of the Tariff other than the OATT provisions, the Market Rules and Section IV of the Tariff (RTO operating and capital funding provisions).

**“Generation Facilities”** shall mean generating Resources (as defined in the Market Rules).

**“Generation Group Member”** shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

**“Generation Sector”** shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

**“GIS”** shall mean the generation information database and certificate system that accounts for certain attributes of energy consumed within the New England Control Area and exported outside the New England Control Area, including all software, equipment, enhancements, and interfaces related thereto.

**“Good Utility Practice”** shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the

decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not limited to a single, optimum practice method or act to the exclusion of others, but rather is intended to include all acceptable practices, methods, or acts generally accepted in the region.

**“Governance Load”** (in kilowatts) of a Governance Participant during any particular hour and solely for purposes of determining eligibility for participation in the AR Sector is the greater of (A) Real-Time Load Obligation (as defined in the Market Rules) for the period in question, or (B) the total during such hour, of (a) kilowatthours provided by such Participant to its retail customers for consumption, plus (b) kilowatthours of use by such Participant, plus (c) kilowatthours of electrical losses and unaccounted for use by the Participant on its system, plus (d) kilowatthours used by such Participant for pumping Energy for its entitlements in pumped storage hydroelectric generating facilities, plus (e) kilowatthours delivered by such Participant to Non-Participants. The Governance Load of a Governance Participant may be calculated in any reasonable manner which substantially complies with this definition.

**“Governance Only End User Behind-the-Meter Generation”** shall mean generation that has all three (3) of the following attributes: (i) it is owned by a Governance Only Member; and (ii) it is used to meet that Governance Only Member’s load or, for any hour in which the output of the Governance Only End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Regional Network Load (as defined in Section II of the Tariff), another Governance Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to ISO pursuant to the Market Rules; and (iii) it is delivered to the Governance Only Member without the use of PTF or another Entity’s transmission or distribution facilities.

**“Governance Only Member”** shall mean an End User Participant that participates hereunder for governance purposes only; provided, however, that a Governance Only Member may elect to participate in the Load Response Program without losing the benefits of Governance Only Member status for any other purpose under this Agreement. An End User Participant may elect to be a Governance Only Member before its application is approved by NEPOOL or by a written notice delivered to the Secretary of the Participants Committee. Other than for an election made prior to the approval of its application by NEPOOL, the election to be a Governance Only Member shall become effective beginning on the first annual meeting of the Participants Committee following notice of such election.

**“Governance Participants”** shall mean the Individual Participants and the NEPOOL Participants.

**“Governance Rating”** is (a) with respect to an electric generating unit or combination of units (other than a Distributed Generation Resource), (i) the Winter Capability of such unit or combination of units, or (ii) if no Winter Capability has been determined by the System Operator, the aggregate name plate rating of such unit or combination of units ; (b) with respect to Demand Response Resources, the highest adjusted capability value (determined in accordance with the Load Response Program) for those Demand Response Resources in the prior twelve (12) months; (c) for Distributed Generation Resources not participating in the New England Markets or the Load Response Program, the name plate rating of the Distributed Generation Resource; or (d) for Energy Efficiency Resources, the highest verified co-incident peak savings provided during the hours of the Load Response Program during the prior twelve (12) months. The Governance Rating of a Participant may be determined by the ISO in any reasonable manner which substantially complies with this definition.

**“Governance Transmission Owner”** for the purposes of this Agreement is an owner of PTF which makes its PTF available under the Tariff and owns a Local Network (as that term is defined in the Tariff) listed in Attachment E to the Tariff which is not a Publicly Owned Entity, including any affiliate of an owner of PTF that owns transmission facilities that are made available as part of such owner’s Local Network; provided that if an owner of PTF was not listed in Attachment E to the NEPOOL Open Access Transmission Tariff as that Tariff was in effect on May 10, 1999, the owner of PTF must also (1) own, or lease with rights equivalent to ownership, PTF with an original capital investment in its PTF as of the end of the most recent year for which figures are available from annual reports submitted to the Commission in Form 1 or any similar form containing comparable annualized data of at least \$30,000,000, and (2) provide transmission service to non-affiliated customers pursuant to an open access transmission tariff on file with the Commission.

**“Government Entity”** shall mean a municipality or other governmental agency located in New England which does not meet the definition of Publicly Owned Entity.

**“Governmental Authority”** shall mean the government of any nation, state, province or other political subdivision thereof, including any Entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

**“Individual Participants”** shall have the meaning set forth in the first paragraph hereof. As of the date of this Agreement, the Individual Participants are those Entities listed as such on Schedule 1 hereto.

**“Information Policy”** shall mean the policy on file with the Commission as part of the Tariff establishing guidelines regarding the information received, created and distributed by Governance Participants and ISO in connection with the New England Markets and the New England Transmission System.

**“Installed Capacity Requirements”** shall have the meaning set forth in Section III of the Tariff.

**“Internal Market Monitor”** shall have the meaning set forth in Section 9.4.2 of the Agreement.

**“ISO”** shall have the meaning set forth in the first paragraph above.

**“ISO Board”** shall mean the Board of Directors of ISO.

**“ITC”** shall mean an independent transmission company, as defined by the Commission.

**“Large End User”** shall mean an End User Participant which is considered for this purpose to be (a) a single end user with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least one (1) megawatt, or (b) a group of two or more corporate entities each with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least 0.35 megawatts that together totals at least one (1) megawatt.

**“Load Response Program”** shall mean the load response program included in the Market Rules.

**“Load Response Resource”** shall mean an Energy Efficiency Resource or Demand Response Resource.

**“Load Response Resource Provider”** shall mean an AR Provider which, together with its Related Persons, owns or controls Load Response Resources.

**“Load Response Sub-Sector”** shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(C) of this Agreement.



**“Manuals”** shall mean the manuals posted on the ISO website implementing the Market Rules that are adopted in accordance with this Agreement, as in effect from time to time. On the Operations Date, the Manuals shall consist in substance of the NEPOOL Manuals in effect immediately prior to the Operations Date.

**“Market Monitoring and Mitigation Plan”** shall mean those provisions of the Market Rules which provide for ISO’s market monitoring and market power mitigation for the New England Markets. On the Operations Date, the Market Monitoring and Mitigation Plan shall consist of Appendix A to the Market Rule 1.

**“Markets Committee”** shall mean the Markets Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.2.

**“Market Rules”** shall mean the rules for the administration of the New England Markets filed with the Commission in accordance with this Agreement and accepted by the Commission.

**“Member Adjusted Voting Share”** shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case ~~plus minus the aggregate Unused Provisional Member Adjusted Voting Share Sector Allocations of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter,~~ by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; and
- (b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the

Adjusted AR Sub-Sector Voting Share of that Sub-Sector by (ii) the number of voting members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

- (c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member's Provisional Member Fixed Voting Share.

**“Member Fixed Voting Share”** shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector), whether or not the member is in attendance, is the quotient obtained by dividing (i) the Sector Voting Share of the Sector to which the NEPOOL Participant or group of NEPOOL Participants which appointed the voting member belongs by (ii) the total number of voting members appointed by members of that Sector, adjusted, if necessary, to take into account (A) the manner in which the voting shares of End User Participants are to be determined while they are members of the Publicly Owned Entity Sector, and (B) any required change in the voting share of the Transmission Group Member, as determined in accordance with Section 7.3.2(b); and
- (b) for a voting member of an AR Sub-Sector whether or not the member is in attendance and until the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, is either 1-2/3% if the voting member represents a NEPOOL Participant or NEPOOL Participants which own or control, together with their Related Persons, more than 15 MW (or its equivalent) of Alternative Resources or 1% if the voting member represents less than 15 MW (or its equivalent) of Alternative Resources. When the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, the Member Fixed Voting Share for the voting member whether or not the voting member is in attendance will be the quotient obtained by dividing (i) the Fully Activated Sub-Sector Voting Share by (ii) the total number of voting members appointed by NEPOOL Participants of that AR Sub-Sector.

**“Minimum Response Requirement”** shall mean, with respect to a proposed amendment to this Agreement pursuant to Section 17.2.3, that the ballots received by the Balloting Agent from Governance Participants relating to the proposed amendment of this Agreement before the end of the appropriate time specified in Section 17.2.3(d) must satisfy the following thresholds:

- (a) the sum of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), of the Governance Participant voting members whose ballots are received must equal at least fifty percent (50%); and
- (b) the Governance Participants whose voting members timely return ballots for or against the amendment must include Governance Participants that are represented by voting members having at least fifty percent (50%) of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), in each of a majority of the Sectors.

**“MW”** shall mean megawatts.

**“Natural Person Participant”** shall mean a Governance Participant who is also a natural person.

**“NECPUC”** shall mean the New England Conference of Public Utilities Commissioners, Inc., including any successor organization.

**“NEPOOL”** shall have the meaning set forth in the first paragraph hereof.

**“NEPOOL Participants”** shall mean the current and future parties to the RNA.

**“NERC”** shall mean the North American Electric Reliability Council, including any successor organization.

**“New England Control Area”** shall have the meaning set forth in Section I of the Tariff.

**“New England Markets”** shall mean the markets for electric Energy, capacity and certain ancillary services within the New England Control Area as set forth in the Market Rules.

**“Non-TO OATT Provisions”** shall mean all of the provisions of the OATT for which ISO has Section 205 rights under the Federal Power Act pursuant to the TOA.

**“NPCC”** shall mean the Northeast Power Coordinating Council, including any successor organization.

**“OATT”** shall mean Section II of the Tariff.

**“Operating Procedures”** shall mean the detailed operating procedures for operation of the System as in effect from time to time. On the Operations Date, the Operating Procedures shall consist of the procedures identified in Schedule 2.

**“Operating Year”** shall mean a calendar year. The first Operating Year shall commence on the Operations Date and continue until the following December 31, and the last Operating Year shall conclude on the date that this Agreement terminates.

**“Operations Date”** shall have the meaning set forth in the TOA.

**“Order 2000”** shall mean the Commission’s Order No. 2000, i.e., Regional Transmission Organizations, Order No. 2000, 65 Fed. Reg. 809 (January 6, 2000), FERC Stats. & Regs. ¶31,089 (1999), order on reh’g, Order No. 2000-A, 65 Fed. Reg. 12,088 (March 8, 2000), FERC Stats. & Regs. ¶31,092 (2000), aff’d, Public Utility District No. 1 of Snohomish County, Washington v. FERC, 272 F.3d 607 (D.C. Cir. 2001).

**“Participant Expenses”** shall mean those costs and expenses that are incurred pursuant to authorization of the Participants Committee and are not considered costs and expenses of ISO.

**“Participant Processes”** shall mean those processes for Governance Participants outlined in Section 7.1.1.

**“Participant Vote”** shall mean:

- (a) with respect to an amendment or proposed action of the Participants Committee, the sum of
  - (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast

an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector satisfying its Sector Quorum requirements and, in the case of amendments, including Member Adjusted Voting Shares of Individual Participants; and (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements plus, in the case of amendments, the Member Fixed Voting Shares of Individual Participants, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

- (b) with respect to a proposed action of a Technical Committee, the sum of the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action.

**“Participants Committee”** shall mean the Participants Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.1 hereof.

**“Party” or “Parties”** shall have the meaning identified in the first paragraph of this Agreement.

**“Planning Procedures”** shall mean the guides, manuals, procedures and protocols for planning and expansion of the -Transmission Facilities, as the same may be modified from time to time.

**“Pool Transmission Facilities” or “PTF”** shall have the meaning set forth in the Tariff.

**“Participating Transmission Owner” or “PTO”** shall have the meaning set forth in the Tariff.

**“Power Year”** shall mean a period of twelve (12) months commencing on June 1 of each year and ending on May 31 of the next calendar year.

**“Principal Committees”** shall mean the Participants Committee and the Technical Committees.

**“Provisional Member Fixed Voting Share”** shall have the meaning given it in the RNA.

**“Provisional Member Group Seat”** shall have the meaning given it in the RNA.

**“Publicly Owned Entity”** shall mean an Entity which is either a municipality or an agency thereof, or a body politic and public corporation created under the authority of one of the New England states, authorized to own, lease and operate electric generation, transmission or distribution facilities, or an electric cooperative, or an organization of any such entities.

**“Publicly Owned Entity Sector”** shall have the meaning set forth in Section 7.3.2(e) of this Agreement.

**“PURPA”** shall mean the Public Utility Regulatory Policies Act of 1978.

**“Related Person”** of a Governance Participant shall mean:

- (a) for all Governance Participants, either (i) a corporation, partnership, business trust, limited liability company or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by the Governance Participant, or (ii) a corporation, partnership, business trust or other business organization which owns directly or indirectly 10% or more of the stock or equity interest in the Governance Participant, (iii) a corporation, partnership, business trust or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by a corporation, partnership, business trust or other business organization which also owns 10% or more of the stock or equity interest in the Governance Participant; or (iv) a natural person, or a member of such natural person's immediate family, who is, or within the last six (6) months has been, an officer, director, partner, employee, or representative in ISO activities of, or natural person having a material ongoing business or professional relationship directly related to New England Markets activities with, the Governance Participant or any corporation, partnership, business trust or other business organization related to the Governance Participant pursuant to clauses (i), (ii) or (iii) of this paragraph (a); and
- (b) for all Natural Person Participants, a Related Person is (i) a member of such Natural Person Participant's immediate family, or (ii) any corporation, partnership, business trust or other business organization of which such Natural Person Participant, or a member of such Natural Person Participant's immediate family, is, or within the last six (6) months has been, an

officer, director, partner, employee, or with which a Natural Person Participant has, or within the last six (6) months has had, a material ongoing business or professional relationship directly related to New England Markets activities, or (iii) another Governance Participant which, within the last 12 months has paid a portion of the Natural Person Participant's expenses under Section 14 of this Agreement, or (iv) a corporation, partnership, business trust or other business organization in which the Natural Person Participant owns equity with a fair market value in excess of \$50,000.

- (c) For all End User Participants which are also Government Entities, a Related Person is any Government Entity or Publicly Owned Entity directly Controlling, Controlled by, or under common Control with, such Entity. The term "Control" means the possession of the power to direct the management or policies of a Government Entity. A rebuttal presumption of Control of a Government Entity will be created when a majority of the governing body of such Entity can be removed without cause by an official of another Government Entity or Publicly Owned Entity or is composed of employees of another Government Entity or Publicly Owned Entity.
- (d) Notwithstanding the foregoing, for the purposes of this definition, an individual shall not be deemed to have or had a material ongoing business relationship directly related to New England Markets activities with any corporation, partnership, business trust, other business organization solely as a result of being served, as a customer, with electricity or gas.

**"Reliability Committee"** shall mean the Reliability Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.3.

**"Reliability Standards"** shall mean those rules, standards, procedures and protocols posted on the ISO website, as in effect from time to time, other than Operating Procedures, that establish the parameters relating to reliability matters for ISO's exercise of its authority over the System.

**"Renewable Generation Resource"** shall mean any electric generating facility in the New England Control Area that: (a) is defined as renewable generation under any New England state renewable portfolio standard; or (b) satisfies the criteria for a Small Power Production Facility under PURPA; or (c) primarily uses one or more of the following fuels, energy resources, or technologies: solar, wind, hydro, tidal, geothermal, or biomass; or (d) the Participants Committee determines is a Renewable Generation Resource.

**“Renewable Generation Resource Provider”** shall mean an AR Provider which, together with its Related Persons, owns or controls Renewable Generation Resources.

**“Renewable Generation Sub-Sector”** shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(A) of this Agreement.

**“RNA”** shall mean the Second Restated New England Power Pool Agreement, which restated for a second time by an amendment dated as of August 16, 2004 the New England Power Pool Agreement dated September 1, 1971, as the same may be amended and restated from time to time, governing the relationship among the NEPOOL Participants.

**“RTO”** shall mean an entity that complies with the requirements of Order 2000 and the Commission’s corresponding regulations for a regional transmission organization, as determined by the Commission, or a successor organization performing comparable functions.

**“Sector”** shall mean the AR Sector, End User Sector, Generation Sector, Publicly Owned Entity Sector, Supplier Sector, Transmission Sector, or any other Sector created pursuant to the terms of the RNA and Section 6.2.2(a) hereof.

**“Sector Quorum”** for a Sector shall mean 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 of the Sector for the Participants Committee or three (3) or more voting members of the Sector for the Technical Committees.

**“Sector Voting Share”** shall mean:

- (a) for the AR Sector, the sum of the Member Fixed Voting Shares; and
- (b) for each active Sector (other than the AR Sector), the quotient obtained by dividing one hundred percent (100%) minus the Sector Voting Share for the AR Sector by the number of active Sectors (other than the AR Sector). For example, if there are five active Sectors (other than the AR Sector) and the AR Sector Voting Share is sixteen and two-thirds percent (16 2/3%), the Sector Voting Share of each of the other Sectors is also sixteen



and two-thirds percent (16 2/3%). The aggregate Sector Voting Shares shall equal one hundred percent (100%).

**“Settlement Agreement”** shall mean the agreement dated August 20, 2004 among NEPOOL, ISO and the other parties thereto.

**“Small End User”** shall mean an End User Participant which does not otherwise meet the definition of Large End User or End User Organization.

**“Supplier Sector”** shall have the meaning set forth in Section 7.3.2(c) of this Agreement.

**“System”** shall mean Generation Facilities and Transmission Facilities.

**“Tariff”** shall mean ISO’s Transmission, Markets and Services Tariff, as amended from time to time.

**“Technical Committees”** shall have the meaning set forth in Section 8.2 of this Agreement.

**“TOA”** shall mean the Transmission Operating Agreement among ISO and the Participating Transmission Owners that are parties thereto, as the same may be amended from time to time.

**“Transmission Committee”** shall mean the committee whose responsibilities are specified in Section 8.2.4.

**“Transmission Facilities”** shall mean the Merchant Transmission Facilities, Other Transmission Facilities and Pool Transmission Facilities, as each such term is defined in the Tariff.

**“Transmission Group Member”** shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

**“Transmission Sector”** shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

**“Unused Provisional Member Voting Share Sector Allocation”** shall have the meaning given it in the RNA.

**“Winter Capability”** shall mean, with respect to an electric generating unit or combination of units, the maximum dependable load carrying ability in kilowatts of such unit or units (exclusive of capacity required for station use) during the Winter Period, as determined by ISO.

**“Winter Period”** shall mean the eight-month period from October through May for each Power Year.

1.2 Interpretation. The terms “hereof,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

The terms “include” or “including” shall be interpreted as if the word “without limitation” immediately followed such terms.

Any reference to any Section, Subsection, Exhibit or Schedule contained in this Agreement shall refer to such Section, Subsection, Exhibit or Schedule as set forth in this Agreement, notwithstanding use of or failure to use the term “above,” “below,” “hereof,” “hereto,” or “herein” in connection with such reference.

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.

Any headings preceding the texts of the several Sections, Subsections, Exhibits and Schedules of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Unless expressly limited, all references to documents are references to documents as the provisions thereof may be amended, modified or waived from time to time or successor documents thereof.

**CLEAN VERSION**  
**PARTICIPANTS AGREEMENT SECTION 1**  
**REFLECTING PA13**

## SECTION 1. DEFINITIONS

1.1 Defined Terms. Each of the capitalized terms used in this Agreement shall have the meaning ascribed to it in this Section 1.

**“Agreement”** shall mean this Participants Agreement, as it may be amended or supplemented from time to time.

**“Alternative Resources”** shall mean Renewable Generation Resources, Distributed Generation Resources, and Load Response Resources.

**“AR Provider”** shall mean a NEPOOL Participant with a “Substantial Business Interest” in Alternative Resources located within the New England Control Area. For the purposes of this Agreement,

(a) a NEPOOL Participant has a Substantial Business Interest in Alternative Resources if:

- (i) either (A) the NEPOOL Participant owns or controls any Alternative Resource and at least 75% of its Energy resources within the New England Control Area are Alternative Resources; or (B) the NEPOOL Participant (1) owns or controls at least 50 MW (or its equivalent) of Alternative Resources within the New England Control Area or (2) has an independently verifiable capital investment in its Alternative Resources in the New England Control Area as of the end of the most recent calendar year of at least \$30,000,000, regardless of the percentage of its business interests those Alternative Resources represent; and
- (ii) either (A) the quantity of Alternative Resources (in megawatts) and other generation resources in the New England Control Area owned or controlled by the NEPOOL Participant exceeds the highest quantity of hourly Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (B) the quantity of generation (in megawatt hours) in the past twelve (12) months from Alternative Resources and other generation resources in the New England Control Area that the NEPOOL Participant owns or controls exceeds the total quantity of Governance Load responsibility held by the NEPOOL Participant in the prior twelve (12) months; or (C) the NEPOOL Participant has not held any Governance Load responsibility in the prior

twelve (12) months but otherwise meets one of the tests set forth in (i)(A) or (i)(B) above;  
or

- (iii) the NEPOOL Participant is determined by the AR Sector and the Participants Committee to have a Substantial Business Interest in Alternative Resources.

(b) the only Alternative Resources that shall be taken into account for purposes of determining whether an Entity qualifies as an AR Provider pursuant to sections (a)(i) and (a)(ii) above are:

- (i) those generating resources that are within the New England Control Area that are (A) currently in operation, (B) under construction, or (C) proposed for operation as generation and that have received approvals under Sections 18.4 and/or 18.5 of the First Restated NEPOOL Agreement between July 1, 2002 and the Effective Date or received approvals on or after the Effective Date under Sections I.3.9 and/or I.3.10 of the Tariff or for which completed environmental air or environmental siting applications have been filed or permits exist; or
- (ii) Demand Response Resources that are enrolled in the Load Response Program and have not been inactive in that Program for a period exceeding six (6) months; or
- (iii) Energy Efficiency Resources that have not been inactive in an Energy efficiency program of a New England state for a period exceeding six (6) months; or
- (iv) Alternative Resources that have been offered in a Forward Capacity Auction or Reconfiguration Auction that have been accepted by the ISO.

**“AR Sector”** or **“Alternative Resources Sector”** shall have the meaning set forth in Section 7.3.2(d) of this Agreement.

**“AR Sector Voting Share”** shall mean the sum of the Sub-Sector Voting Shares of the AR Sub-Sectors.

**“AR Sub-Sector”** shall mean the Renewable Generation Sub-Sector, Distributed Generation Sub-Sector, or the Load Response Sub-Sector of the AR Sector created pursuant to the terms of the RNA and this Agreement.

**“Balloting Agent”** shall have the meaning given it in the RNA.

**“Budget & Finance Subcommittee”** shall mean the Budget & Finance Subcommittee established pursuant to the RNA and the responsibilities of which are specified in Section 8.4.

**“Commission”** shall mean the Federal Energy Regulatory Commission.

**“Demand Response Resource”** is any resource in the New England Control Area that (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of demand response measures for which the Entity that provides or controls the resource receives compensation; or (b) qualifies as a demand response resource, including distributed generation, pursuant to the Load Response Program; or (c) qualifies to receive an Installed Capacity payment pursuant to the Load Response Program; or (d) is determined by the Participants Committee to be a Demand Response Resource.

**“Distributed Generation Resource”** shall mean any electric generating facility in the New England Control Area that: (a) generates electricity pursuant to a distributed generation tariff or contract; or (b) is interconnected to the Transmission Facilities or a New England distribution system pursuant to a distributed generation agreement; or (c) the Participants Committee determines is a Distributed Generation Resource.

**“Distributed Generation Resource Provider”** shall mean an AR Provider which, together with its Related Persons, owns or controls Distributed Generation Resources.

**“Distributed Generation Sub-Sector”** shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(B) of this Agreement.

**“Effective Date”** shall mean February 1, 2005.

**“End User Organization”** shall mean an End User Participant which is (a) a registered tax-exempt non-profit organization with (i) an organized board of directors and (ii) a membership (A) of at least 100 Entities that buy electricity at wholesale or retail in the New England states or (B) with an aggregate peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least ten (10) megawatts or (b) a Government Entity that is a Governance Only Member.

**“End User Participant”** shall mean a NEPOOL Participant which is (a) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption, (b) a non-profit group representing such consumers, or (c) a Government Entity, or (d) a Related Person of another End User Participant and which (i) is licensed as a competitive supplier under the statutes and regulations of the state in which the End User Participant which is its Related Person is located and (ii) participates in the New England Market solely to serve the load of the End User which is its Related Person.

**“End User Sector”** shall have the meaning set forth in Section 7.3.2(f) of this Agreement.

**“Energy”** shall mean power produced in the form of electricity, measured in kilowatt-hours or megawatt-hours.

**“Energy Efficiency Resource”** shall mean any resource in the New England Control Area that is not a generator and either (a) produces quantifiable and verified, time-specific and location-specific load reductions from implementation of measures that reduce the Energy used by end-use devices and systems while maintaining comparable service for which the Entity that provides or controls the resource receives compensation pursuant to an energy efficiency program of a New England state; or (b) is determined by the Participants Committee to be an Energy Efficiency Resource.

**“Entity”** shall mean any person or organization, whether the United States of America or Canada or a state or province or a political subdivision thereof or a duly established agency of any of them, a private corporation, a partnership, an individual, an electric cooperative or any other person or organization recognized in law as capable of owning property and contracting with respect thereto that is either:

- (a) engaged in the electric power business (the generation and/or transmission and/or distribution of electricity for consumption by the public; or the purchase, as a principal or broker, of installed capability, Energy, operating reserve, or ancillary services; or the ownership or control of Load Response Resources); or
- (b) a consumer of electricity in the New England Control Area that generates or purchases electricity primarily for its own consumption or a non-profit group representing such consumers.

**“Exigent Circumstances”** shall mean circumstances such that ISO determines in good faith that (i) failure to immediately implement a new Market Rule, Operating Procedure, Reliability Standard, provision of the Information Policy, Non-TO OATT Provision or Manual would substantially and adversely affect (A) System reliability or security, or (B) the competitiveness or efficiency of the New England Markets, and (ii) invoking the procedures set forth in Section 11.1, 11.3 or 11.4 would not allow for timely redress of ISO’s concerns.

**“External Market Monitor”** shall have the meaning set forth in Section 9.4.2 of the Agreement.

**“First Restated NEPOOL Agreement”** shall mean the version of the RNA in effect prior to the Effective Date.

**“Fully Activated Sub-Sector Voting Share”** shall mean eight and one-third percent (8 1/3%) in the case of the Renewable Generation Sub-Sector and four and one-sixth percent (4 1/6%) in the case of each of the Distributed Generation and Load Response Sub-Sectors.

**“GAAP”** shall mean generally accepted accounting principles in the United States.

**“General Tariff Provisions”** shall mean all of the provisions of the Tariff other than the OATT provisions, the Market Rules and Section IV of the Tariff (RTO operating and capital funding provisions).

**“Generation Facilities”** shall mean generating Resources (as defined in the Market Rules).

**“Generation Group Member”** shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

**“Generation Sector”** shall have the meaning set forth in Section 7.3.2(a) of this Agreement.

**“GIS”** shall mean the generation information database and certificate system that accounts for certain attributes of energy consumed within the New England Control Area and exported outside the New England Control Area, including all software, equipment, enhancements, and interfaces related thereto.

**“Good Utility Practice”** shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the



decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not limited to a single, optimum practice method or act to the exclusion of others, but rather is intended to include all acceptable practices, methods, or acts generally accepted in the region.

**“Governance Load”** (in kilowatts) of a Governance Participant during any particular hour and solely for purposes of determining eligibility for participation in the AR Sector is the greater of (A) Real-Time Load Obligation (as defined in the Market Rules) for the period in question, or (B) the total during such hour, of (a) kilowatthours provided by such Participant to its retail customers for consumption, plus (b) kilowatthours of use by such Participant, plus (c) kilowatthours of electrical losses and unaccounted for use by the Participant on its system, plus (d) kilowatthours used by such Participant for pumping Energy for its entitlements in pumped storage hydroelectric generating facilities, plus (e) kilowatthours delivered by such Participant to Non-Participants. The Governance Load of a Governance Participant may be calculated in any reasonable manner which substantially complies with this definition.

**“Governance Only End User Behind-the-Meter Generation”** shall mean generation that has all three (3) of the following attributes: (i) it is owned by a Governance Only Member; and (ii) it is used to meet that Governance Only Member’s load or, for any hour in which the output of the Governance Only End User Behind-the-Meter Generation owned by the Governance Only Member exceeds its Regional Network Load (as defined in Section II of the Tariff), another Governance Participant which is not a Governance Only Member is obligated under tariff or contract to report such excess to ISO pursuant to the Market Rules; and (iii) it is delivered to the Governance Only Member without the use of PTF or another Entity’s transmission or distribution facilities.

**“Governance Only Member”** shall mean an End User Participant that participates hereunder for governance purposes only; provided, however, that a Governance Only Member may elect to participate in the Load Response Program without losing the benefits of Governance Only Member status for any other purpose under this Agreement. An End User Participant may elect to be a Governance Only Member before its application is approved by NEPOOL or by a written notice delivered to the Secretary of the Participants Committee. Other than for an election made prior to the approval of its application by NEPOOL, the election to be a Governance Only Member shall become effective beginning on the first annual meeting of the Participants Committee following notice of such election.

**“Governance Participants”** shall mean the Individual Participants and the NEPOOL Participants.

**“Governance Rating”** is (a) with respect to an electric generating unit or combination of units (other than a Distributed Generation Resource), (i) the Winter Capability of such unit or combination of units, or (ii) if no Winter Capability has been determined by the System Operator, the aggregate name plate rating of such unit or combination of units ; (b) with respect to Demand Response Resources, the highest adjusted capability value (determined in accordance with the Load Response Program) for those Demand Response Resources in the prior twelve (12) months; (c) for Distributed Generation Resources not participating in the New England Markets or the Load Response Program, the name plate rating of the Distributed Generation Resource; or (d) for Energy Efficiency Resources, the highest verified co-incident peak savings provided during the hours of the Load Response Program during the prior twelve (12) months. The Governance Rating of a Participant may be determined by the ISO in any reasonable manner which substantially complies with this definition.

**“Governance Transmission Owner”** for the purposes of this Agreement is an owner of PTF which makes its PTF available under the Tariff and owns a Local Network (as that term is defined in the Tariff) listed in Attachment E to the Tariff which is not a Publicly Owned Entity, including any affiliate of an owner of PTF that owns transmission facilities that are made available as part of such owner’s Local Network; provided that if an owner of PTF was not listed in Attachment E to the NEPOOL Open Access Transmission Tariff as that Tariff was in effect on May 10, 1999, the owner of PTF must also (1) own, or lease with rights equivalent to ownership, PTF with an original capital investment in its PTF as of the end of the most recent year for which figures are available from annual reports submitted to the Commission in Form 1 or any similar form containing comparable annualized data of at least \$30,000,000, and (2) provide transmission service to non-affiliated customers pursuant to an open access transmission tariff on file with the Commission.

**“Government Entity”** shall mean a municipality or other governmental agency located in New England which does not meet the definition of Publicly Owned Entity.

**“Governmental Authority”** shall mean the government of any nation, state, province or other political subdivision thereof, including any Entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

**“Individual Participants”** shall have the meaning set forth in the first paragraph hereof. As of the date of this Agreement, the Individual Participants are those Entities listed as such on Schedule 1 hereto.

**“Information Policy”** shall mean the policy on file with the Commission as part of the Tariff establishing guidelines regarding the information received, created and distributed by Governance Participants and ISO in connection with the New England Markets and the New England Transmission System.

**“Installed Capacity Requirements”** shall have the meaning set forth in Section III of the Tariff.

**“Internal Market Monitor”** shall have the meaning set forth in Section 9.4.2 of the Agreement.

**“ISO”** shall have the meaning set forth in the first paragraph above.

**“ISO Board”** shall mean the Board of Directors of ISO.

**“ITC”** shall mean an independent transmission company, as defined by the Commission.

**“Large End User”** shall mean an End User Participant which is considered for this purpose to be (a) a single end user with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least one (1) megawatt, or (b) a group of two or more corporate entities each with a peak monthly demand (non-coincident) for load in New England, including load served by Governance Only End User Behind-the-Meter Generation, of at least 0.35 megawatts that together totals at least one (1) megawatt.

**“Load Response Program”** shall mean the load response program included in the Market Rules.

**“Load Response Resource”** shall mean an Energy Efficiency Resource or Demand Response Resource.

**“Load Response Resource Provider”** shall mean an AR Provider which, together with its Related Persons, owns or controls Load Response Resources.

**“Load Response Sub-Sector”** shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(C) of this Agreement.

**“Manuals”** shall mean the manuals posted on the ISO website implementing the Market Rules that are adopted in accordance with this Agreement, as in effect from time to time. On the Operations Date, the Manuals shall consist in substance of the NEPOOL Manuals in effect immediately prior to the Operations Date.

**“Market Monitoring and Mitigation Plan”** shall mean those provisions of the Market Rules which provide for ISO’s market monitoring and market power mitigation for the New England Markets. On the Operations Date, the Market Monitoring and Mitigation Plan shall consist of Appendix A to the Market Rule 1.

**“Markets Committee”** shall mean the Markets Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.2.

**“Market Rules”** shall mean the rules for the administration of the New England Markets filed with the Commission in accordance with this Agreement and accepted by the Commission.

**“Member Adjusted Voting Share”** shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case plus the Unused Provisional Member Voting Share Sector Allocation, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; and
- (b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector by (ii) the number of voting

members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

- (c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member's Provisional Member Fixed Voting Share.

**“Member Fixed Voting Share”** shall mean:

- (a) for a voting member of each active Sector (other than the AR Sector), whether or not the member is in attendance, is the quotient obtained by dividing (i) the Sector Voting Share of the Sector to which the NEPOOL Participant or group of NEPOOL Participants which appointed the voting member belongs by (ii) the total number of voting members appointed by members of that Sector, adjusted, if necessary, to take into account (A) the manner in which the voting shares of End User Participants are to be determined while they are members of the Publicly Owned Entity Sector, and (B) any required change in the voting share of the Transmission Group Member, as determined in accordance with Section 7.3.2(b); and
- (b) for a voting member of an AR Sub-Sector whether or not the member is in attendance and until the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, is either 1-2/3% if the voting member represents a NEPOOL Participant or NEPOOL Participants which own or control, together with their Related Persons, more than 15 MW (or its equivalent) of Alternative Resources or 1% if the voting member represents less than 15 MW (or its equivalent) of Alternative Resources. When the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, the Member Fixed Voting Share for the voting member whether or not the voting member is in attendance will be the quotient obtained by dividing (i) the Fully Activated Sub-Sector Voting Share by (ii) the total number of voting members appointed by NEPOOL Participants of that AR Sub-Sector.

**“Minimum Response Requirement”** shall mean, with respect to a proposed amendment to this Agreement pursuant to Section 17.2.3, that the ballots received by the Balloting Agent from Governance

Participants relating to the proposed amendment of this Agreement before the end of the appropriate time specified in Section 17.2.3(d) must satisfy the following thresholds:

- (a) the sum of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), of the Governance Participant voting members whose ballots are received must equal at least fifty percent (50%); and
- (b) the Governance Participants whose voting members timely return ballots for or against the amendment must include Governance Participants that are represented by voting members having at least fifty percent (50%) of the Member Fixed Voting Shares, as adjusted to accommodate the Individual Participants pursuant to the requirements of Section 17.2.3(c), in each of a majority of the Sectors.

**“MW”** shall mean megawatts.

**“Natural Person Participant”** shall mean a Governance Participant who is also a natural person.

**“NECPUC”** shall mean the New England Conference of Public Utilities Commissioners, Inc., including any successor organization.

**“NEPOOL”** shall have the meaning set forth in the first paragraph hereof.

**“NEPOOL Participants”** shall mean the current and future parties to the RNA.

**“NERC”** shall mean the North American Electric Reliability Council, including any successor organization.

**“New England Control Area”** shall have the meaning set forth in Section I of the Tariff.

**“New England Markets”** shall mean the markets for electric Energy, capacity and certain ancillary services within the New England Control Area as set forth in the Market Rules.

**“Non-TO OATT Provisions”** shall mean all of the provisions of the OATT for which ISO has Section 205 rights under the Federal Power Act pursuant to the TOA.

**“NPCC”** shall mean the Northeast Power Coordinating Council, including any successor organization.

**“OATT”** shall mean Section II of the Tariff.

**“Operating Procedures”** shall mean the detailed operating procedures for operation of the System as in effect from time to time. On the Operations Date, the Operating Procedures shall consist of the procedures identified in Schedule 2.

**“Operating Year”** shall mean a calendar year. The first Operating Year shall commence on the Operations Date and continue until the following December 31, and the last Operating Year shall conclude on the date that this Agreement terminates.

**“Operations Date”** shall have the meaning set forth in the TOA.

**“Order 2000”** shall mean the Commission’s Order No. 2000, i.e., Regional Transmission Organizations, Order No. 2000, 65 Fed. Reg. 809 (January 6, 2000), FERC Stats. & Regs. ¶31,089 (1999), order on reh’g, Order No. 2000-A, 65 Fed. Reg. 12,088 (March 8, 2000), FERC Stats. & Regs. ¶31,092 (2000), aff’d, Public Utility District No. 1 of Snohomish County, Washington v. FERC, 272 F.3d 607 (D.C. Cir. 2001).

**“Participant Expenses”** shall mean those costs and expenses that are incurred pursuant to authorization of the Participants Committee and are not considered costs and expenses of ISO.

**“Participant Processes”** shall mean those processes for Governance Participants outlined in Section 7.1.1.

**“Participant Vote”** shall mean:

- (a) with respect to an amendment or proposed action of the Participants Committee, the sum of
  - (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector satisfying its Sector Quorum requirements and, in the case of amendments, including

Member Adjusted Voting Shares of Individual Participants; and (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a NEPOOL Participant or group of NEPOOL Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements plus, in the case of amendments, the Member Fixed Voting Shares of Individual Participants, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

- (b) with respect to a proposed action of a Technical Committee, the sum of the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action.

**“Participants Committee”** shall mean the Participants Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.1 hereof.

**“Party” or “Parties”** shall have the meaning identified in the first paragraph of this Agreement.

**“Planning Procedures”** shall mean the guides, manuals, procedures and protocols for planning and expansion of the Transmission Facilities, as the same may be modified from time to time.

**“Pool Transmission Facilities” or “PTF”** shall have the meaning set forth in the Tariff.

**“Participating Transmission Owner” or “PTO”** shall have the meaning set forth in the Tariff.

**“Power Year”** shall mean a period of twelve (12) months commencing on June 1 of each year and ending on May 31 of the next calendar year.

**“Principal Committees”** shall mean the Participants Committee and the Technical Committees.

**“Provisional Member Fixed Voting Share”** shall have the meaning given it in the RNA.

**“Provisional Member Group Seat”** shall have the meaning given it in the RNA.



**“Publicly Owned Entity”** shall mean an Entity which is either a municipality or an agency thereof, or a body politic and public corporation created under the authority of one of the New England states, authorized to own, lease and operate electric generation, transmission or distribution facilities, or an electric cooperative, or an organization of any such entities.

**“Publicly Owned Entity Sector”** shall have the meaning set forth in Section 7.3.2(e) of this Agreement.

**“PURPA”** shall mean the Public Utility Regulatory Policies Act of 1978.

**“Related Person”** of a Governance Participant shall mean:

- (a) for all Governance Participants, either (i) a corporation, partnership, business trust, limited liability company or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by the Governance Participant, or (ii) a corporation, partnership, business trust or other business organization which owns directly or indirectly 10% or more of the stock or equity interest in the Governance Participant, (iii) a corporation, partnership, business trust or other business organization 10% or more of the stock or equity interest in which is owned directly or indirectly by a corporation, partnership, business trust or other business organization which also owns 10% or more of the stock or equity interest in the Governance Participant; or (iv) a natural person, or a member of such natural person’s immediate family, who is, or within the last six (6) months has been, an officer, director, partner, employee, or representative in ISO activities of, or natural person having a material ongoing business or professional relationship directly related to New England Markets activities with, the Governance Participant or any corporation, partnership, business trust or other business organization related to the Governance Participant pursuant to clauses (i), (ii) or (iii) of this paragraph (a); and
- (b) for all Natural Person Participants, a Related Person is (i) a member of such Natural Person Participant’s immediate family, or (ii) any corporation, partnership, business trust or other business organization of which such Natural Person Participant, or a member of such Natural Person Participant’s immediate family, is, or within the last six (6) months has been, an officer, director, partner, employee, or with which a Natural Person Participant has, or within the last six (6) months has had, a material ongoing business or professional relationship directly related to New England Markets activities, or (iii) another Governance Participant

which, within the last 12 months has paid a portion of the Natural Person Participant's expenses under Section 14 of this Agreement, or (iv) a corporation, partnership, business trust or other business organization in which the Natural Person Participant owns equity with a fair market value in excess of \$50,000.

(c) For all End User Participants which are also Government Entities, a Related Person is any Government Entity or Publicly Owned Entity directly Controlling, Controlled by, or under common Control with, such Entity. The term "Control" means the possession of the power to direct the management or policies of a Government Entity. A rebuttal presumption of Control of a Government Entity will be created when a majority of the governing body of such Entity can be removed without cause by an official of another Government Entity or Publicly Owned Entity or is composed of employees of another Government Entity or Publicly Owned Entity.

(d) Notwithstanding the foregoing, for the purposes of this definition, an individual shall not be deemed to have or had a material ongoing business relationship directly related to New England Markets activities with any corporation, partnership, business trust, other business organization solely as a result of being served, as a customer, with electricity or gas.

**"Reliability Committee"** shall mean the Reliability Committee established pursuant to the RNA and the responsibilities of which are specified in Section 8.2.3.

**"Reliability Standards"** shall mean those rules, standards, procedures and protocols posted on the ISO website, as in effect from time to time, other than Operating Procedures, that establish the parameters relating to reliability matters for ISO's exercise of its authority over the System.

**"Renewable Generation Resource"** shall mean any electric generating facility in the New England Control Area that: (a) is defined as renewable generation under any New England state renewable portfolio standard; or (b) satisfies the criteria for a Small Power Production Facility under PURPA; or (c) primarily uses one or more of the following fuels, energy resources, or technologies: solar, wind, hydro, tidal, geothermal, or biomass; or (d) the Participants Committee determines is a Renewable Generation Resource.

**"Renewable Generation Resource Provider"** shall mean an AR Provider which, together with its Related Persons, owns or controls Renewable Generation Resources.

**“Renewable Generation Sub-Sector”** shall mean the AR Sub-Sector established pursuant to Section 7.3.2(d)(i)(A) of this Agreement.

**“RNA”** shall mean the Second Restated New England Power Pool Agreement, which restated for a second time by an amendment dated as of August 16, 2004 the New England Power Pool Agreement dated September 1, 1971, as the same may be amended and restated from time to time, governing the relationship among the NEPOOL Participants.

**“RTO”** shall mean an entity that complies with the requirements of Order 2000 and the Commission’s corresponding regulations for a regional transmission organization, as determined by the Commission, or a successor organization performing comparable functions.

**“Sector”** shall mean the AR Sector, End User Sector, Generation Sector, Publicly Owned Entity Sector, Supplier Sector, Transmission Sector, or any other Sector created pursuant to the terms of the RNA and Section 6.2.2(a) hereof.

**“Sector Quorum”** for a Sector shall mean 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 of the Sector for the Participants Committee or three (3) or more voting members of the Sector for the Technical Committees.

**“Sector Voting Share”** shall mean:

- (a) for the AR Sector, the sum of the Member Fixed Voting Shares; and
- (b) for each active Sector (other than the AR Sector), the quotient obtained by dividing one hundred percent (100%) minus the Sector Voting Share for the AR Sector by the number of active Sectors (other than the AR Sector). For example, if there are five active Sectors (other than the AR Sector) and the AR Sector Voting Share is sixteen and two-thirds percent (16 2/3%), the Sector Voting Share of each of the other Sectors is also sixteen and two-thirds percent (16 2/3%). The aggregate Sector Voting Shares shall equal one hundred percent (100%).

**“Settlement Agreement”** shall mean the agreement dated August 20, 2004 among NEPOOL, ISO and the other parties thereto.

**“Small End User”** shall mean an End User Participant which does not otherwise meet the definition of Large End User or End User Organization.

**“Supplier Sector”** shall have the meaning set forth in Section 7.3.2(c) of this Agreement.

**“System”** shall mean Generation Facilities and Transmission Facilities.

**“Tariff”** shall mean ISO’s Transmission, Markets and Services Tariff, as amended from time to time.

**“Technical Committees”** shall have the meaning set forth in Section 8.2 of this Agreement.

**“TOA”** shall mean the Transmission Operating Agreement among ISO and the Participating Transmission Owners that are parties thereto, as the same may be amended from time to time.

**“Transmission Committee”** shall mean the committee whose responsibilities are specified in Section 8.2.4.

**“Transmission Facilities”** shall mean the Merchant Transmission Facilities, Other Transmission Facilities and Pool Transmission Facilities, as each such term is defined in the Tariff.

**“Transmission Group Member”** shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

**“Transmission Sector”** shall have the meaning set forth in Section 7.3.2(b) of this Agreement.

**“Unused Provisional Member Voting Share Sector Allocation”** shall have the meaning given it in the RNA.

**“Winter Capability”** shall mean, with respect to an electric generating unit or combination of units, the maximum dependable load carrying ability in kilowatts of such unit or units (exclusive of capacity required for station use) during the Winter Period, as determined by ISO.

**“Winter Period”** shall mean the eight-month period from October through May for each Power Year.

1.2 Interpretation. The terms “hereof,” “hereunder,” and any similar terms, as used in this Agreement, refer to this Agreement.

The terms “include” or “including” shall be interpreted as if the word “without limitation” immediately followed such terms.

Any reference to any Section, Subsection, Exhibit or Schedule contained in this Agreement shall refer to such Section, Subsection, Exhibit or Schedule as set forth in this Agreement, notwithstanding use of or failure to use the term “above,” “below,” “hereof,” “hereto,” or “herein” in connection with such reference.

Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number or vice versa.

Any headings preceding the texts of the several Sections, Subsections, Exhibits and Schedules of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Unless expressly limited, all references to documents are references to documents as the provisions thereof may be amended, modified or waived from time to time or successor documents thereof.

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1.2 Adjusted Sub-Sector Voting Share shall be determined for each Principal Committee vote in accordance with the following formula:

$$AVS = T + \frac{UPMVSA}{Q} (T * [(AR \text{ Sector Voting Share \%} - Q)/Q])$$

Where:

AVS is an AR Sub-Sector's Adjusted Voting Share.

T is (i) for each Sub-Sector which has not satisfied its AR Sub-Sector Quorum Requirement, the sum of the Member Fixed Voting Shares of the Sub-Sector members who vote on the proposed action, or on whose behalf a vote is properly cast, and (ii) for each Sub-Sector which has satisfied its AR Sub-Sector Quorum Requirement, that Sub-Sector's Sub-Sector Voting Share.

UPMVSA is the product of (A) the Unused Provisional Member Voting Share Sector Allocation and (B) the quotient obtained by dividing T by the AR Sector Voting Share

Q is the sum of (A) for each Sub-Sector which has not satisfied its AR Sub-Sector Quorum Requirement, the Member Fixed Voting Shares of the Sub-Sector members who voted on the proposed action or on whose behalf a vote is properly cast and (B) the Sub-Sector Voting Shares of the AR Sub-Sectors which have satisfied their AR Sub-Sector Quorum Requirement.

The aggregate Adjusted Sub-Sector Voting Share for each vote shall equal the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members.

1.3 Agreement is this second restated contract and attachments as amended and restated from time to time.

1.4 Alternative Resources or AR are Renewable Generation Resources, Distributed Generation Resources, and Load Response Resources.

1.5 Alternative Resources Sector or AR Sector is the Sector established pursuant to Section 6.2(d) of this Agreement.

1.6 AR Provider is a Participant with a "Substantial Business Interest" in Alternative Resources located within the New England Control Area. For the purposes of this Agreement,

(a) a Participant has a Substantial Business Interest in Alternative Resources if:



1.50 Member Adjusted Voting Share

(a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case ~~minus the aggregate Member Adjusted Voting Shares of the members of the~~ plus the Unused Provisional Member Group Seat which cast affirmative or negative votes on the matter Voting Share Sector Allocation, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; and

(b) for a voting member of an AR Sub-Sector which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of an AR Sub-Sector satisfying its AR Sub-Sector Quorum Requirement for a proposed action or amendment, is the quotient obtained by dividing (i) the Adjusted AR Sub-Sector Voting Share of that Sub-Sector which cast affirmative or negative votes on the matter by (ii) the number of voting members appointed by members of that Sub-Sector which cast affirmative or negative votes on the matter; and

(c) for a member of the Provisional Member Group Seat which casts an affirmative or negative vote on a proposed action or amendment, is the member’s Provisional Member Fixed Voting Share.

1.51 Member Fixed Voting Share.

(a) for a voting member of each active Sector (other than the AR Sector), whether or not the member is in attendance, is the quotient obtained by dividing (i) the Sector Voting Share of the Sector to which the Participant or group of Participants which appointed the voting member belongs by (ii) the total number of voting members appointed by members of that Sector, adjusted, if necessary, to take into account (A) the manner in which the voting shares of End User Participants are to be determined while they are members of the Publicly Owned Entity Sector, and (B) any required change in the voting share of the Transmission Group Member, as determined in accordance with Section 6.2(b); and

(b) for a voting member of an AR Sub-Sector whether or not the member is in attendance and until the sum of the Member Fixed Voting Shares of the Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, is either 1 2/3% if the voting member represents a Participant or Participants which own or control, together with their Related Persons, more than 15 MW (or its equivalent) of Alternative Resources or 1% if the voting member represents less than 15 MW (or its equivalent) of Alternative Resources. When the sum of the Member Fixed Voting Shares of the AR Sub-Sector voting members equals or exceeds the Fully Activated Sub-Sector Voting Share, the Member Fixed Voting Share for the voting member whether or not the voting member is in attendance will be the quotient obtained

by dividing (i) the Fully Activated Sub-Sector Voting Share by (ii) the total number of voting members appointed by Participants in that Sub-Sector.

1.52 Minimum Response Requirement with respect to a proposed amendment to this Agreement means that the ballots received by the Balloting Agent from Participants relating to the proposed amendment before the end of the appropriate time specified in Section 6.11(c) must satisfy the following thresholds:

(a) the sum of the Member Fixed Voting Shares of the Participant voting members whose ballots are received must equal at least fifty percent (50%); and

(b) the Participants whose voting members timely return ballots for or against the amendment must include Participants that are represented by voting members having at least fifty percent (50%) of the Member Fixed Voting Shares in each of a majority of the activated Sectors.

1.53 NECPUC is the New England Conference of Public Utilities Commissioners, Inc., including any successor organization.

1.54 NEPOOL is the New England Power Pool, the voluntary unincorporated association organized under and governed by this Agreement, and the Entities collectively participating in the New England Power Pool as Participants.

1.55 NEPOOL Vote:

(a) with respect to an amendment or proposed action of the Participants Committee is the sum of (i) the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirements, (ii) the Member Fixed Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action or amendment and which have been appointed by a Participant or group of Participants which are members of a Sector which fails to satisfy its Sector Quorum requirements, and (iii) the Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast an affirmative vote on the proposed action or amendment; and

(b) with respect to a proposed action of a Technical Committee is the sum of the Member Adjusted Voting Shares of the voting members of the Committee which cast an affirmative vote on the proposed action.

1.88 Tariff is the ISO's Transmission, Markets and Services Tariff, as on file with the Commission and as amended from time to time.

1.89 Technical Committees are the Markets Committee, the Reliability Committee, and the Transmission Committee.

1.90 Transmission Committee is the committee whose responsibilities are specified in Section 8.2.4 of the Participants Agreement.

1.91 Transmission Operating Agreement or TOA is the Transmission Operating Agreement among the ISO and the transmission-owning Entities that are parties thereto, as modified and amended from time to time in accordance with its terms.

1.92 Transmission Sector is the Sector established pursuant to Section 6.2(b) of this Agreement.

1.92A Unused Provisional Member Voting Share Sector Allocation is the product of (a) the difference between the Provisional Member Group Seat Voting Share and the aggregate Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter and (b) the quotient obtained by dividing the Sector Voting Share by the aggregate Sector Voting Shares.

1.93 Winter Capability is, with respect to an electric generating unit or combination of units, the maximum dependable load carrying ability in kilowatts of such unit or units (exclusive of capacity required for station use) during the Winter Period, as determined by the System Operator.

1.94 Winter Period is for each Power Year the eight-month period from October through May for each Power Year.

**135th AGREEMENT  
AMENDING NEPOOL AGREEMENT**

**ONE HUNDRED THIRTY-FIFTH AGREEMENT AMENDING  
NEW ENGLAND POWER POOL AGREEMENT  
(Unused Provisional Member Voting Share Allocation Changes)**

THIS ONE HUNDRED THIRTY-FIFTH AGREEMENT AMENDING NEW ENGLAND POWER POOL AGREEMENT, dated as of April 4, 2024 (“135th Agreement”), amends the New England Power Pool Agreement (the “NEPOOL Agreement”).

WHEREAS, effective February 1, 2005 the NEPOOL Agreement was amended by the One Hundred Seventh Agreement Amending New England Power Pool Agreement and restated as the Second Restated NEPOOL Agreement, and has subsequently been amended numerous times; and

WHEREAS, the Participants desire to amend further the Second Restated NEPOOL Agreement to reflect the revision detailed herein.

NOW, THEREFORE, upon approval of this 135th Agreement by the NEPOOL Participants Committee in accordance with the procedures set forth in the Second Restated NEPOOL Agreement, the Participants agree as follows:

**SECTION 1  
AMENDMENTS**

1.1 Addition of Definition. The following definition is added to Section 1 of the Second Restated NEPOOL Agreement and inserted in the appropriate alphabetical order:

Unused Provisional Member Voting Share Sector Allocation is the product of (a) the difference between the Provisional Member Group Seat Voting Share and the aggregate Member Adjusted Voting Shares of the members of the Provisional Member Group Seat which cast affirmative or negative votes on the matter and (b) the quotient obtained by dividing the Sector Voting Share by the aggregate Sector Voting Shares.

1.2 Amendment to Section 1.2. Section (1.2) (Adjusted Sub-Sector Voting Share) is amended so that it reads as follows:

Adjusted Sub-Sector Voting Share shall be determined for each Principal Committee vote in accordance with the following formula:

$$AVS = T + UPMVSA + (T * [(AR \text{ Sector Voting Share } \% - Q) / Q])$$

Where:

AVS is an AR Sub-Sector’s Adjusted Voting Share.

T is (i) for each Sub-Sector which has not satisfied its AR Sub-Sector Quorum Requirement, the sum of the Member Fixed Voting Shares of the Sub-Sector members who vote on the proposed action, or on whose behalf a vote is properly cast, and (ii) for each Sub-Sector which has satisfied its AR Sub-Sector Quorum Requirement, that Sub-Sector’s Sub-Sector Voting Share.

UPMVSA is the product of (A) the [Unused Provisional Member Voting Share Sector Allocation](#) and (B) the quotient obtained by dividing T by the AR Sector Voting Share.

Q is the sum of (A) for each Sub-Sector which has not satisfied its AR Sub-Sector Quorum Requirement, the Member Fixed Voting Shares of the Sub-Sector members who voted on the proposed action or on whose behalf a vote is properly cast and (B) the Sub-Sector Voting Shares of the AR Sub-Sectors which have satisfied their AR Sub-Sector Quorum Requirement.

1.3 Amendment to Section 1.50(a). Sub-section (a) of Section 1.50 (Member Adjusted Voting Share) is amended so that it reads as follows:

- (a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case plus the Unused Provisional Member Voting Share Sector Allocation, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of “Member Fixed Voting Share”; and

## **SECTION 2 MISCELLANEOUS**

- 2.1 This 135th Agreement shall become effective August 1, 2024, or on such other date as the Commission shall provide that the amendment reflected herein shall become effective.
- 2.2 Capitalized terms used in this 135th Agreement that are not defined herein shall have the meanings ascribed to them in the Second Restated NEPOOL Agreement.

**PARTICIPANTS AGREEMENT  
AMENDMENT NO. 13**

**AMENDMENT NO. 13 TO  
PARTICIPANTS AGREEMENT  
(Unused Provisional Member Voting Share Allocation Changes)**

THIS AMENDMENT NO. 13 TO PARTICIPANTS AGREEMENT ("Amendment No. 13") is made and entered into as of the 22<sup>nd</sup> day of July, 2024 by and between ISO New England Inc. (the "ISO") and the New England Power Pool, an unincorporated association created pursuant to the New England Power Agreement dated as of September 1, 1971, as amended and restated, acting herein by and through the NEPOOL Participants Committee ("NEPOOL").

WHEREAS, the Participants Agreement by and among the ISO and NEPOOL became effective as of February 1, 2005 and has subsequently been amended twelve times.

WHEREAS, the ISO and NEPOOL desire to amend the Participants Agreement to reflect the revisions detailed herein.

NOW, THEREFORE, upon approval of this Amendment No. 13 by the ISO and by the NEPOOL Participants Committee in accordance with the procedures set forth in the Participants Agreement, the ISO and NEPOOL agree as follows:

**1. Amendments to Section 1.1 (Defined Terms).**

- 1.1 Addition of Definition. The following definition is added to Section 1.1 of the Participants Agreement:

"Unused Provisional Member Voting Share Sector Allocation" shall have the meaning given it in the RNA.

- 1.2 Amendment to Definition of "Member Adjusted Voting Share". Sub-section (a) to the definition of Member Adjusted Voting Share is amended so that it reads as follows:

(a) for a voting member of each active Sector (other than the AR Sector) which casts an affirmative or negative vote on a proposed action or amendment and which has been appointed by a Participant or group of Participants which are members of a Sector satisfying its Sector Quorum requirement for the proposed action or amendment, is the quotient obtained by dividing (i) the Sector Voting Share of that Sector for the Participants Committee or the Adjusted Sector Voting Share of that Sector for the Technical Committees, in each case plus the Unused Provisional Member Voting Share Sector Allocation, by (ii) the number of voting members appointed by members of that Sector which cast affirmative or negative votes on the matter, adjusted, if necessary, for End User Participants and group voting members as provided in the definition of "Member Fixed Voting Share"; and

**2. Effective Date.** This Amendment No. 13 shall become effective on August 1, 2024 or on such other date as the Commission shall provide that the amendments reflected herein shall become effective.

**3. Counterparts.** Counterparts of this Amendment No. 13 may be signed by the parties, each of which shall be an original but both of which together shall constitute one and the same instrument.



**4. Governing Law.** This Amendment No. 13 shall be governed by and enforced in accordance with the laws of the State of Delaware.

**5. Miscellaneous.** Terms used in this Amendment No. 13 that are not defined herein shall have the meanings ascribed to them in the Participants Agreement, the Second Restated NEPOOL Agreement, or the ISO's Transmission, Markets and Services Tariff.

[The next page is the signature page.]

IN WITNESS WHEREOF, the ISO and NEPOOL have caused this Amendment No. 13 to be executed by their duly authorized representatives as of the date first written above.

ISO NEW ENGLAND INC.

NEW ENGLAND POWER POOL  
acting through the NEPOOL Participants Committee

By: 

Name: Gordon van Welie

Title: President and Chief Executive Officer

By: 

Name: Sarah Bresolin

Title: Chair, NEPOOL Participants Committee

**BALLOTING RESULTS  
135th AGREEMENT AND  
PA AMENDMENT NO. 13**

**NEPOOL PARTICIPANTS COMMITTEE**  
**Balloting Results**  
**135th Agreement and PA 13**

<b><u>GENERATION SECTOR</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
CPV Towantic, LLC	F	2.088		
ECP Companies (Calpine/New Leaf)	F	2.088		
FirstLight Power Resources Management	F	2.088		
Generation Bridge Companies	F	2.088		
Generation Group Member	F	2.088		
Nautilus Power, LLC	F	2.088		
NextEra Energy Resources, LLC	F	2.088		
Vineyard Offshore LLC	F	2.088		
<b>Subtotal.....</b>	<b>8</b>	<b>16.70</b>	<b>0.00</b>	<b>0</b>

While there were 15 voting members in the Generation Sector, only 8 voting members voted on this amendment. Because this satisfied the Sector Quorum Requirements for the Generation Sector, the Member Adjusted Voting Share for voting Participants was 2.0875%.

<b><u>TRANSMISSION SECTOR</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
Avangrid (CMP/UI)	F	4.175		
Eversource Energy	F	4.175		
National Grid (New England Power Co.)	F	4.175		
RI Energy (Narragansett Electric Co.)	F	4.175		
<b>Subtotal.....</b>	<b>4</b>	<b>16.70</b>	<b>0</b>	<b>0</b>

While there were 6 full voting members in the Transmission Sector, only 4 votes were received on this amendment. The Transmission Sector satisfied its Sector Quorum Requirements and the Member Adjusted Voting Share for those voting was 4.175%.

<b><u>ALTERNATIVE RESOURCES SECTOR</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
<b>Renewable Generation Sub-Sector</b>				
ENGIE Energy Marketing NA, Inc.	F	1.650		
H.Q. Energy Services (U.S.) Inc.	F	1.650		
Jericho Power LLC	F	1.650		
Onward Energy	F	1.650		
Wheelabrator/Macquarie	F	1.650		
<b>Distributed Generation Sub-Sector</b>				
BlueWave Public Benefit Corp.	F	0.825		
CLEAResult Consulting, Inc.	F	0.825		
Sunnova Energy Corporation	F	0.825		
Sunrun Inc.	F	0.825		
SYSO Inc.	F	0.825		
<b>Load Response Sub-Sector</b>				
Enel X North America, Inc.	F	0.825		
Icetec Energy Services, Inc.	F	0.825		
Tangent Energy Solutions, Inc.	F	0.825		
Vermont Energy Investment Corp.	F	0.825		
Small LR Group Member	F	0.825		
<b>Subtotal.....</b>	<b>15</b>	<b>16.50</b>	<b>0.00</b>	<b>0</b>

Each of the Renewable Generation, Distributed Generation and Load Response Sub-Sectors satisfied its Sub-Sector Quorum Requirement. Accordingly, the Member Adjusted Voting Shares were as noted above.

**NEPOOL PARTICIPANTS COMMITTEE**  
**Balloting Results**  
**135th Agreement and PA 13**

<b><u>SUPPLIER SECTOR</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
BP Energy Company	F	1.518		
Brookfield Energy Marketing Inc.	F	1.518		
Clearway Power Marketing LLC	F	1.518		
Command Power Corp.	F	1.518		
Constellation Energy Generation	F	1.518		
Cross-Sound Cable	F	1.518		
Dynegy Marketing and Trade, LLC	F	1.518		
Galt Power, Inc.	F	1.518		
Long Island Lighting Company d/b/a LIPA	F	1.518		
NRG Business Marketing, LLC	F	1.518		
Shell Energy North America (US), L.P.	F	1.518		
<b>Subtotal.....</b>	<b>11</b>	<b>16.70</b>	<b>0.00</b>	<b>0</b>

While there were 135 voting members in the Supplier Sector, only 11 votes were cast on this amendment. Because this satisfied the Sector Quorum Requirements for the Supplier Sector, the Member Adjusted Voting Share for voting Participants was 1.518%.

<b><u>END USER SECTOR</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
Associated Industries of Massachusetts	A			1
Connecticut Office of Consumer Counsel	F	0.696		
Conservation Law Foundation	F	0.696		
Durgin and Crowell Lumber Co.	F	0.696		
Elektrisola, Inc.	F	0.696		
Environmental Defense Fund	F	0.696		
Garland Manufacturing Company	F	0.696		
Hammond Lumber Company	F	0.696		
Hanover, NH (Town of)	F	0.696		
High Liner Foods (USA) Inc.	F	0.696		
Industrial Energy Consumer Group	A			1
Industrial Wind Action Corp	F	0.696		
Maine Public Advocate Office	F	0.696		
Maine Skiing, Inc.	A			1
Mass. Attorney General's Office	F	0.696		
Mass. Dept. of Capital Asset Management	F	0.696		
The Moore Company	F	0.696		
Natural Resources Defense Council	F	0.696		
New Hampshire Office of Consumer Advocate	F	0.696		
Nylon Corporation of America	F	0.696		
PowerOptions, Inc.	F	0.696		
RI Division of Public Utilities Carriers	F	0.696		
St. Anselm College	F	0.696		
Shipyards Brewing Co., LLC	F	0.696		
Sierra Club	F	0.696		
The Energy Consortium	F	0.696		
Z-TECH, LLC	F	0.696		
<b>Subtotal.....</b>	<b>24</b>	<b>16.70</b>	<b>0.00</b>	<b>3</b>

While there were 37 voting members in the End User Sector, only 24 members voted on this amendment (abstentions are not counted). Because this satisfied the Sector Quorum Requirements for the End User Sector, the Member Adjusted Voting Share for voting Participants was 0.696%.

**NEPOOL PARTICIPANTS COMMITTEE**  
**Balloting Results**  
**135th Agreement and PA 13**

<b><u>PUBLICLY OWNED ENTITY SECTOR</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
Ashburnham Municipal Light Plant	F	0.348		
Belmont Municipal Light Department	F	0.348		
Boylston Municipal Light Department	F	0.348		
Chester Municipal Light Department	F	0.348		
Chicopee Municipal Lighting Plant	F	0.348		
Concord Municipal Light Plant	F	0.348		
Connecticut Mun. Electric Energy Coop.	F	0.348		
Danvers Electric Division	F	0.348		
Georgetown Municipal Light Department	F	0.348		
Groton Electric Light Department	F	0.348		
Groveland Electric Light Department	F	0.348		
Hingham Municipal Lighting Plant	F	0.348		
Holden Municipal Light Department	F	0.348		
Holyoke Gas & Electric Department	F	0.348		
Hull Municipal Lighting Plant	F	0.348		
Ipswich Municipal Light Department	F	0.348		
Littleton (MA) Electric Light Department	F	0.348		
Littleton (NH) Water & Light Department	F	0.348		
Mansfield Municipal Electric Department	F	0.348		
Marblehead Municipal Light Department	F	0.348		
Massachusetts Bay Transportation Authority	F	0.348		
Mass. Municipal Wholesale Electric Company	F	0.348		
Merrimac Municipal Light Department	F	0.348		
Middleborough Gas and Electric Department	F	0.348		
Middleton Municipal Electric Department	F	0.348		
North Attleborough Electric Department	F	0.348		
Norwood Municipal Light Department	F	0.348		
Pascoag Utility District	F	0.348		
Paxton Municipal Light Department	F	0.348		
Peabody Municipal Light Plant	F	0.348		
Princeton Municipal Light Department	F	0.348		
Reading Municipal Light Department	F	0.348		
Rowley Municipal Lighting Plant	F	0.348		
Russell Municipal Light Department	F	0.348		
Shrewsbury's Electric & Cable Operations	F	0.348		
South Hadley Electric Light Department	F	0.348		
Sterling Municipal Electric Light Department	F	0.348		
Stowe (VT) Electric Department	F	0.348		
Taunton Municipal Lighting Department	F	0.348		
Templeton Municipal Lighting Plant	F	0.348		
Vermont Electric Cooperative	F	0.348		
Vermont Public Power Supply Authority	F	0.348		
Village of Hyde Park (VT) Electric Dept.	F	0.348		
Wakefield Municipal Gas and Light Department	F	0.348		
Wallingford, Town of	F	0.348		
Wellesley Municipal Light Plant	F	0.348		
West Boylston Municipal Lighting Plant	F	0.348		
Westfield Gas & Electric Light Department	F	0.348		
<b>Subtotal.....</b>	<b>48</b>	<b>16.70</b>	<b>0.00</b>	<b>0</b>

While there were 59 voting members in the Publicly Owned Entity Sector, only 48 members voted on this amendment. Because this satisfied the Sector Quorum Requirements for the Publicly Owned Entity Sector, the Member Adjusted Voting Share for voting Participants was 0.348%.

<b><u>PROVISIONAL GROUP MEMBER</u></b>	<b><u>Votes *</u></b>	<b><u>IN FAVOR</u></b>	<b><u>OPPOSED</u></b>	<b><u>ABSTAINED</u></b>
		0.00	0.00	0
<b>Subtotal.....</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0</b>

No Member of the Provisional Member Group Seat voted on the Amendments. Pursuant to pre-Amendments 2d RNA §1.50(c), the unused Provisional Member Group Seat Voting Share (1%) was allocated to each of the Sectors, other than the AR Sector, illustrating that, following an Allocation, the AR Sector did not have an equal share of the the NEPOOL Vote.

<b>TOTAL</b>	<b>110</b>	<b>100.00</b>	<b>0.00</b>	<b>3</b>
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\*Votes: F = In Favor

\*Votes: O = Opposed

\*Votes: A = Abstention

**NEW ENGLAND GOVERNORS,  
UTILITY REGULATORY AGENCIES,  
AND OTHER ENTITIES COPIED**

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