



March 14, 2024

VIA ELECTRONIC FILING

The Honorable Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

RE: ISO New England Inc. and Central Maine Power Company– Original Service Agreement No. LGIA-ISONE/CMP-24-01 under Schedule 22 of the ISO New England Inc.’s Open Access Transmission Tariff; Docket No. ER24-1477-___

Dear Acting Secretary Reese:

On March 13, 2024, Pursuant to Section 205 of the Federal Power Act,¹ Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² and Order No. 2003,³ ISO New England Inc.⁴ (“ISO-NE”) and Central Maine Power Company (“CMP”) (together, the “Filing Parties”) hereby submit for filing an executed non-conforming Standard Large Generator Interconnection Agreement (the “Interconnection Agreement”) by and among ISO-NE as System Operator, CMP as the Interconnecting Transmission Owner, and Andro Hydro, LLC as the Interconnection Customer (“Interconnection Customer”). The Interconnection Agreement has

¹ 16 U.S.C. § 824d (2012).

² 18 C.F.R. Part 35 (2014).

³ *Standardization of Generator Interconnection Agreements and Procedures*, (“Order No. 2003”), FERC Stats. & Regs. ¶ 31,146 (2003), *order on reh’g*, (“Order No. 2003-A”), FERC Stats. & Regs. ¶ 31,160, *order on reh’g*, (“Order No. 2003-B”), FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh’g*, (“Order No. 2003-C”), FERC Stats. & Regs. ¶ 31,190 (2005), *aff’d sub nom. Nat’l Ass’n of Regulatory Util. Comm’rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230, (Feb. 25, 2008).

⁴ Capitalized terms not defined herein have the meanings ascribed thereto in the ISO New England Inc. Transmission, Markets and Services Tariff (“Tariff”). Section II of the Tariff contains ISO-NE’s Open Access Transmission Tariff (“OATT”). Schedule 22 of the OATT contains the *pro forma* Large Generator Interconnection Procedures (“LGIP”) and Large Generator Interconnection Agreement (“LGIA”).

The Honorable Debbie-Anne A. Reese
March 14, 2024
Page 2

been designated as Original Service Agreement No. LGIA-ISONE/CMP-24-01 under Schedule 22 of the OATT.

It has come to the attention of the ISO that the March 13 Filing contained minor errors that warrant correction. Specifically, the first paragraph in Section III incorrectly stated that the agreement was a revision to a previously filed agreement, which is not the case as the agreement filed is an Original Service Agreement. The same section also included references to “FRPC,” which should have been “JGT2,” the party with which the Interconnection Customer jointly owns certain facilities.

A revised copy of the filing letter, correcting those inadvertent errors is attached hereto.

The Filing Parties regret any inconvenience and request that the Commission accept the Interconnection Agreement effective February 12, 2023, the date requested in the March 13 Filing. Should you have any questions regarding this errata filing, please do not hesitate to contact the undersigned.

Respectfully submitted,

By: /s/ Graham Jesmer
Graham Jesmer, Esq.
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One Sullivan Road
Holyoke, MA 01040-2841
Tel: (413) 540-4557

Counsel for ISO New England Inc.

Attachment



March 13, 2024

VIA ELECTRONIC FILING

The Honorable Debbie-Anne A. Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

RE: ISO New England Inc. and Central Maine Power Company– Original Service Agreement No. LGIA-ISON/CMP-24-01 under Schedule 22 of the ISO New England Inc.’s Open Access Transmission Tariff; Docket No. ER24-____-000

Dear Acting Secretary Reese:

Pursuant to Section 205 of the Federal Power Act,⁵ Part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,⁶ and Order No. 2003,⁷ ISO New England Inc.⁸ (“ISO-NE”) and Central Maine Power Company (“CMP”) (together, the “Filing Parties”)⁹ hereby submit for filing an executed non-conforming Standard Large Generator Interconnection Agreement (the “Interconnection Agreement”) by and among ISO-NE as System Operator, CMP

⁵ 16 U.S.C. § 824d (2012).

⁶ 18 C.F.R. Part 35 (2014).

⁷ *Standardization of Generator Interconnection Agreements and Procedures*, (“Order No. 2003”), FERC Stats. & Regs. ¶ 31,146 (2003), *order on reh’g*, (“Order No. 2003-A”), FERC Stats. & Regs. ¶ 31,160, *order on reh’g*, (“Order No. 2003-B”), FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh’g*, (“Order No. 2003-C”), FERC Stats. & Regs. ¶ 31,190 (2005), *aff’d sub nom. Nat’l Ass’n of Regulatory Util. Comm’rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007), *cert. denied*, 552 U.S. 1230, (Feb. 25, 2008).

⁸ Capitalized terms not defined herein have the meanings ascribed thereto in the ISO New England Inc. Transmission, Markets and Services Tariff (“Tariff”). Section II of the Tariff contains ISO-NE’s Open Access Transmission Tariff (“OATT”). Schedule 22 of the OATT contains the *pro forma* Large Generator Interconnection Procedures (“LGIP”) and Large Generator Interconnection Agreement (“LGIA”).

⁹ Section 11.3 of the LGIP provides that “the System Operator and Interconnecting Transmission Owner shall jointly file the executed LGIA, or amendments thereto, with the Commission under Section 205 of the Federal Power Act.” Consistent with Section 11.3 of the LGIP, the Filing Parties jointly file herein the Interconnection Agreement pursuant to Section 205 of the FPA.

as the Interconnecting Transmission Owner, and Andro Hydro, LLC as the Interconnection Customer (“Interconnection Customer”). The Interconnection Agreement has been designated as Original Service Agreement No. LGIA-ISON/CMP-24-01 under Schedule 22 of the OATT.

The Interconnection Agreement is non-conforming in that it contains limited deviations from the *pro forma* LGIA in Schedule 22 of the ISO OATT that are necessary to reflect unique characteristics of the proposed interconnection. More specifically, the Interconnection Agreement recognizes that the Interconnection Customer will be interconnecting its Large Generating Facility to the Administered Transmission System through Interconnection Facilities that include facilities that are jointly owned by, and used by, JGT2 Redevelopment LLC to serve its own load (“Shared Facilities”).¹⁰ Interconnection Customer’s and JGT2’s respective use, operation, and ownership of the Shared Facilities are governed by a certain Second Amendment to Undivided Ownership, Operation and Maintenance Agreement by and among Interconnection Customer and JGT2 (as successor in interest to Pixelle Androscoggin LLC) dated November 9, 2023 (“UOOMA”) among Interconnection Customer and JGT2.¹¹ Given this, it is necessary to revise the *pro forma* LGIA to recognize that the Interconnection Facilities include elements that are not for Interconnection Customer’s sole use.

The Filing Parties respectfully request that the Commission accept the Interconnection Agreement, as submitted, with an effective date of February 12, 2024, to coincide with the date that the Parties executed the Interconnection Agreement.

I. DESCRIPTION OF THE FILING PARTIES; COMMUNICATIONS

ISO-NE is the private, non-profit entity that serves as the Regional Transmission Organization (“RTO”) for New England. ISO-NE plans and operates the New England bulk power

¹⁰ The Large Generating Facility is part of a complex that includes various mills and other electrical equipment owned by JGT2, only certain of those facilities are being used as Interconnection Facilities.

¹¹ The UOOMA, which is being simultaneously filed with the Commission for acceptance by the parties thereto, governs the maintenance, management, and operation of electricity delivery assets, including the electrical distribution equipment, lines, transformers, switch gear, and other personal property, that is necessary to move electricity produced by Interconnection Customer’s Large Generating Facility to the Central Maine Power system and to deliver electricity to JGT2’s property, formerly the site of a paper mill. Under the UOOMA, Interconnection Customer assumes the primary responsibility for performing operations, maintenance, repair of the shared facilities. The UOOMA commits the two parties to sharing the expense of operating, maintaining, and repairing the shared facilities, with Interconnection Customer receiving no compensation or profit in fulfilling its obligations. The Interconnection Agreement recognizes the shared use reflected in that arrangement, similar to the treatment extended to other Interconnection Customers interconnecting through facilities that are used by a third party. *See ISO New England Inc. and Bangor Hydro-Electric Co.*, Docket No. ER09-1588-000 (Sept. 15, 2009) (delegated letter order) (approving similar revisions in various *pro forma* LGIAs, involving the interconnection of wind generating facilities through a shared generator lead).

system and administers New England's organized wholesale electricity market pursuant to the Tariff and the Transmission Operating Agreement ("TOA") with the New England transmission owners. In its capacity as a RTO, ISO-NE also has the objective to assure that the bulk power supply system within the New England Control Area conforms to proper standards of reliability as established by the Northeast Power Coordinating Council ("NPCC") and the North American Electric Reliability Corporation ("NERC").

CMP is an electric transmission and distribution utility organized and operating under the laws of the State of Maine. CMP serves retail customers in southern, central, and western Maine, as well as wholesale customers in the State of Maine. CMP is a Participating Transmission Owner ("PTO") in ISO-NE pursuant to the terms of the Transmission Operating Agreement by and among the New England PTOs and ISO-NE.

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

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To CMP as follows:

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II. INTRODUCTION

A. Description of the Large Generating Facility and its Interconnection to the Administered Transmission System

The Interconnection Agreement governs the interconnection of Interconnection Customer's proposed Large Generating Facility to the Administered Transmission System at CMP's 115 kV Jay-Riley Section 230 line, which interconnects to the Jay Substation.¹² The Large Generating Facility will be a 27.57 MW facility, comprised of twenty-three hydroelectric generator units in four separate powerhouse groups rated at: 6 units with 6.6 MW total in Riley Powerhouse,

¹² See Interconnection Agreement at Appendix A.

6 units with 2.77 MW total in Jay Powerhouse, 2 units with 9.76 MW total in Otis Powerhouse, 9 units with 8.44 MW total in Livermore Powerhouse. In addition, the Generating Facility will include a synchronous condenser at the Otis Powerhouse and a STATCOM at the Riley Powerhouse. It will be located in the towns of Jay, Livermore, and Livermore Falls, Maine.¹³ As the “Whereas” clauses and Appendix C describe, the Large Generating Facility’s interconnection facilities are jointly owned and shared by JGT2.¹⁴ Pursuant to the UOOMA, Interconnection Customer intends to use and operate these same facilities to interconnect the Large Generating Facility to the system.¹⁵

The Interconnection Agreement defines the Shared Facilities as part of Interconnection Customer’s Interconnection Facilities in Appendix A.1.c. The Shared Facilities comprise control house that the Interconnection Customer shares with JGT2. As noted, while the Shared Facilities are jointly owned, for the purposes of this filing, the Interconnection Customer will be managing and operating them in accordance with the requirements in the Interconnection Agreement.

B. Reasoning for Filing the Interconnection Agreement

Pursuant to Order No. 2003, “non-conforming [interconnection] agreements . . . must be filed with the Commission for approval before going into effect,” including “agreements that do not precisely match the applicable standard form of service agreement.”¹⁶ While the Interconnection Agreement is based on the Schedule 22 *pro forma* LGIA, it contains limited revisions that are necessary given the Large Generating Facility’s unique interconnection to the system, thus requiring it to be filed with the Commission.

III. DISCUSSION

The Filing Parties submit the Interconnection Agreement with the Commission because it contains deviations that make it a non-conforming agreement. In various orders, the Commission has provided guidance regarding deviations from the applicable standard form of service agreement – in this case, the ISO-NE *pro forma* LGIA. Specifically, the Commission has stated that where a case-specific deviation from a *pro forma* interconnection agreement is sought, justification explaining what makes the interconnection unique and what operational concerns or other reasons necessitate the changes, including reliability concerns, novel legal issues or other unique factors, must be provided.¹⁷

¹³ See *id.* at Appendix C.

¹⁴ See *id.* at Appendix A.

¹⁵ While the Interconnection Customer’s Large Generating Facility will be interconnecting to the Administered Transmission System through the Shared Facilities, separate metering to accurately account for the capacity and energy delivered to the grid from the generating facility will be in place.

¹⁶ Order No. 2003 at P 914.

¹⁷ See *Midwest Independent Transmission System Operator, Inc.*, 111 FERC ¶ 61,421 at P 11 (2005) (citing Order No. 2003 at PP 913-15).

Article 1 of the ISO-NE *pro forma* LGIA defines Interconnection Facilities as “sole use facilities.” In this case, Interconnection Customer’s Large Generating Facility is interconnecting to the Administered Transmission System through certain facilities that are also used by JGT2, and are therefore not sole use facilities. To accommodate this unique characteristic, the Filing Parties have revised the *pro forma* LGIA to reflect limited revisions in the “Whereas” clauses.

The Filing Parties have revised the “Whereas” clauses to describe the relationship between Interconnection Customer and JGT2 relative to the Shared Facilities. In addition, the descriptions of “Interconnection Customer’s Interconnection Facilities” and “Interconnection Facilities” have been revised accordingly.

These narrowly tailored changes, therefore are appropriate. They extend Interconnection Customer the same treatment provided to other customers interconnecting through facilities that the customer is sharing with a third party.¹⁸

IV. REQUESTED EFFECTIVE DATE AND WAIVERS

The Filing Parties respectfully request that the Commission accept the Interconnection Agreement, as submitted, with an effective date of February 12, 2024 to coincide with the date the Filing Parties and the Interconnection Customer executed the Interconnection Agreement. In order to permit this effective date, the Filing Parties respectfully request a waiver of the Commission’s 60-day notice requirement set forth in 18 C.F.R. § 35.3. Such waiver is appropriate because this filing is being made prior to the commencement of service, and the Commission has indicated that waiver is appropriate if a service agreement is filed within 30 days after the commencement of service.¹⁹

V. CONTENTS OF THE FILING

This filing includes the following:

- this transmittal letter;
- the executed Interconnection Agreement, *in eTariff format* (with CEII redacted);

¹⁸ See *ISO New England Inc. and NSTAR Electric Co.*, Docket No. ER16-2024-000 (delegated letter order) (Aug. 15, 2016); *ISO New England Inc. and Bangor Hydro-Electric Co.*, Docket No. ER09-1588-000 (Sept. 15, 2009) (delegated letter order).

¹⁹ See Prior Notice and Filing Requirements Under Part II of the Federal Power Act, 64 FERC ¶ 61,139, at 61,983-84, order on reh’g, 65 FERC ¶ 61,081 (1993) (the Commission will grant waiver of the 60-day prior notice requirement “if service agreements are filed within 30 days after service commences.”); see also 18 C.F.R. § 35.3(a)(2).

- a non-public and complete version of the Interconnection Agreement *that contains CEI* (Appendix A-1); and
- sheets from the Interconnection Agreement in blacklined format with deviations from the current *pro forma* LGIA and the Original Interconnection Agreement.

VI. CONCLUSION

For the foregoing reasons, the Filing Parties respectfully request that the Commission accept the Interconnection Agreement, as submitted for filing, with an effective date of February 12, 2024.

Respectfully submitted,

By: /s/ Graham Jesmer

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Attachments