



Via eFiling

November 14, 2024

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

Re: ISO New England Inc. and NSTAR Electric Company – Original Service Agreement under Schedule 21-ES (Part A) of ISO New England Inc.’s Open Access Transmission Tariff; Docket No. ER25-____-000

Dear Secretary Reese:

Pursuant to Section 205 of the Federal Power Act¹ and Part 35 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (the “Commission”),² NSTAR Electric Company (“NSTAR”) and ISO New England Inc. (“ISO-NE”)³ (together, the “Filing Parties”) hereby submit for filing a fully executed Local Service Agreement (“LSA”) by and among NSTAR, ISO-NE, and Essential Power Massachusetts, Inc. (“Essential Power”) for firm Local Point-to-Point Service under Section 21-ES (Part A) of the ISO-NE Tariff relating to Essential Power’s West Springfield 45 MW BESS Large Generating Facility (“West Springfield Project”).

This LSA, the “West Springfield LSA,”⁴ is based on the form of Local Service Agreement contained in Schedule 21-Common under the ISO-NE OATT. While the West Springfield LSA does not reflect revisions to the form agreement contained in Schedule 21-Common, its filing is warranted because it contains certain non-conforming provisions in order to reflect a long-standing

¹ 16 U.S.C.S. § 824d.

² 18 C.F.R. Part 35 (2024).

³ NSTAR, and not ISO-NE, has the FPA section 205 rights over Schedule 21-ES of the ISO-NE Open Access Transmission Tariff (“ISO-NE OATT”), pursuant to which NSTAR offers and administers Local Service. The ISO-NE OATT is Section II of the ISO-NE Transmission, Markets and Services Tariff (“ISO-NE Tariff”). ISO-NE does not offer or administer Local Service. ISO-NE joins this filing solely to fulfill its obligations to file non-conforming Local Service Agreements on behalf of the applicable Participating Transmission Owner (“PTO”), in accordance with Article 3.03(d)(ii) of the Transmission Operating Agreement between ISO-NE and the PTOs. *See ISO New England Inc.*, 124 FERC ¶ 61,297 (2008).

⁴ The West Springfield LSA is filed under Schedule 21-Common and Schedule 21-ES (Part A) of the ISO-NE OATT. The West Springfield LSA has been designated as Service Agreement No. LSA-NSTAR-001 under Schedule 21-ES of the ISO-NE OATT.

agreement between NSTAR⁵ and Essential Power, including a discounted rate, as explained below.⁶ The West Springfield LSA is executed by all Parties and contains rate provisions that are mutually satisfactory to them. The Filing Parties, with Essential Power's concurrence, respectfully ask the Commission to accept the West Springfield LSA for filing and grant an October 15, 2024 effective date.

1. The Filing Parties

a. ISO-NE

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 system and administers New England's organized wholesale electricity market pursuant to the ISO-NE Tariff and the TOA with its member PTOs. In its capacity as an RTO, ISO-NE has the responsibility to protect the short-term reliability of the New England Balancing Authority Area and to operate the system according to reliability standards established by the Northeast Power Coordinating Council, Inc. and the North American Electric Reliability Corporation.

b. NSTAR

NSTAR is a public utility subsidiary of Eversource Energy, a Massachusetts business trust and public utility holding company under the Public Utility Holding Company Act of 2005.⁷ NSTAR⁸ owns and operates transmission facilities in Massachusetts that are used to provide

⁵ As a result of a merger transaction on January 1, 2018, limited revisions to certain schedules and sections of the ISO-NE OATT became effective. These revisions are used to delineate the two geographic regions of NSTAR – NSTAR (East) and NSTAR (West) – for purposes of transmission services and rates previously provided separately by NSTAR and Western Massachusetts Electric Company ("WMECO"), respectively. See, Letter Order issued on December 20, 2017, in Docket No. ER18-132-000.

⁶ NSTAR believes that the fact that the West Springfield LSA contains a discounted rate does not, unto itself, result in the need to file the West Springfield LSA. Indeed, the pro forma LSA in Schedule 21-Common of the ISO-NE OATT does not set forth a rate for service. Accordingly, including the discounted rate in the executed West Springfield LSA merely results in "blank spaces [being] filled in..." *Pub. Serv. Co. of N.M.*, 181 FERC ¶ 61,154 at P 32 (2022). Nonetheless, NSTAR requests that the West Springfield LSA be accepted for filing, without asking the Commission to decide any threshold matters regarding whether the agreement must be submitted in the first instance. *Cf. Ocean State Power*, 47 FERC ¶ 61,321 at 62,130 (1989) (assuming jurisdiction without resolving threshold question).

⁷ Energy Policy Act of 2005, Pub. L. No. 109-58, § 1262, 119 Stat. 594, 972-73 (2005). Eversource Energy Service Company ("Eversource Services"), a centralized service company subsidiary of Eversource Energy, provides various corporate services to Eversource Energy's subsidiaries, including NSTAR.

⁸ See *NSTAR Electric Company and Western Massachusetts Electric Company*, 158 FERC ¶ 62,155 (2017) (authorizing an Eversource Energy internal corporate reorganization in which Western Massachusetts Electric Company proposed to merge with and into NSTAR Electric Company ("NSTAR Merger")). Although NSTAR and WMECO have merged, they continue to maintain separate transmission tariffs. Further, while WMECO no longer maintains an individual corporate entity, it continues – through NSTAR – to provide transmission services under Schedule 21-ES (Part A), in which it is referred to as NSTAR (West), as noted above.

Regional Network Service under the ISO-NE OATT, and Local Network Service (“LNS”) and point-to-point service under Schedule 21-ES of the ISO-NE OATT.

2. Background and description of the West Springfield LSA

NSTAR and Essential Power are parties to an Interconnection and Operation Agreement, the Second Revised Service Agreement No. IA-NU-02 (“IOA”). The IOA was accepted by FERC on May 11, 2017 in Docket No. ER17-1322. On January 30, 2018, after the NSTAR Merger was consummated, NSTAR resubmitted the IOA (and other former WMECO agreements) to FERC in NSTAR’s name and eTariff database in Docket No. ER18-749-000.⁹

Among other things, the IOA provides that there will be no further charges for perpetual firm point-to-point transmission service provided to Essential Power over interconnection facilities applicable to Units 1 and 2 at the West Springfield Station or up to 102.0 MW of output from “any modification or replacement of such units.”¹⁰ The IOA explains that this discounted rate treatment exists because the purchase price paid by Essential Power for certain generating units (including Units 1 and 2 at the West Springfield Station) in a previous (1999) purchase and sale agreement between WMECO and Essential Power already included a charge that included perpetual firm point-to-point service over the interconnection facilities.¹¹

The West Springfield Project is a “replacement” for Unit 2 as that term is used in the IOA. To implement the terms of the IOA, therefore the Filing Parties and Essential Power determined that firm Local Point-to-Point Service under Schedule 21 is the appropriate form of arrangement to provide this service at no further charge. Accordingly, the West Springfield LSA attached to this filing reflects that the pricing for Local Point-to-Point Service for the West Springfield Project will be discounted to zero (\$0).

3. Request for acceptance; effective date; expenses and costs; service

The Filing Parties request that the West Springfield LSA be accepted for filing, without suspension or condition, effective October 15, 2024. In addition, the Filing Parties respectfully request waiver of any provision of the Commission’s regulations, in particular, 18 C.F.R. §§ 35.12 and 35.13, that may be needed in order for the Commission to accept the West Springfield LSA for filing as requested. This filing includes no expenses or costs that have been alleged or judged in any administrative proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory employment practices as defined in 18 C.F.R. § 35.13(b)(7). This filing has been served on Essential Power.

⁹ See delegated letter order issued on March 9, 2018 in that docket.

¹⁰ IOA at Section 5.1.1.

¹¹ See *id.*

4. Correspondence

The Filing Parties request that all communications regarding this filing be directed to the following individuals and that their names be entered on the official service list maintained by the Secretary:

Colin Francis	Graham Jesmer
Counsel	Senior Regulatory Counsel – Operations and Planning
Eversource Energy Service Company	ISO New England Inc.
247 Station Drive, SE100	One Sullivan Road
Westwood, MA 02090	Holyoke, MA 01040
Tel: (781) 441-8693	Tel: (413) 535-4000
Email: colin.francis@eversource.com	Email: gjesmer@iso-ne.com

5. Contents of filing

The following documents are included in this filing:

1. This filing letter
2. The West Springfield LSA

6. Conclusion

For the foregoing reasons, the Filing Parties respectfully request that the Commission accept the West Springfield LSA for filing, without suspension or condition, effective October 15, 2024.

Respectfully submitted,

/s/ Colin Francis

Colin Francis
Counsel for Eversource Energy

/s/ Graham Jesmer

Graham Jesmer
Counsel for ISO New England Inc.

Enclosures

cc: Stephanie C. Kueffner
Associate General Counsel
Cogentrix Energy Power Management, LLC
StephanieKueffner@cogentrix.com

ISO New England Inc. Transmission, Markets and Services Tariff

LOCAL SERVICE AGREEMENT

BY AND AMONG

ISO NEW ENGLAND INC.

AND

ESSENTIAL POWER MASSACHUSETTS, LLC

AND

NSTAR ELECTRIC COMPANY (West)

SCHEDULE 21
ATTACHMENT A
LOCAL SERVICE AGREEMENT

This LOCAL SERVICE AGREEMENT, dated as of _____, 2024, is entered into, by and between NSTAR Electric Company, (“NSTAR”), a corporation organized and existing under the laws of the Commonwealth of Massachusetts (“Transmission Owner”), by its agent, Eversource Energy Service Company, Essential Power Massachusetts, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Transmission Customer”) and ISO New England Inc., a non-stock corporation organized and existing under the laws of the State of Delaware (“ISO”). Under this Agreement the Transmission Owner, Transmission Customer and the ISO each may be referred to as a “Party” or collectively as the “Parties.”

PART I – General Terms and Conditions

1. Service Provided (Check applicable):
___ Local Network Service
X Local Point-To-Point Service
X Firm
___ Non-Firm
Regional Network Service customers must take either Local Network Service or Local Point-To-Point Service.
2. The Transmission Customer is an Eligible Customer under the Tariff and is a party to either a Market Participant Service Agreement or a Transmission Service Agreement.
3. The Transmission Customer has submitted a Completed Application and the required deposit, if applicable, for service under this Local Service Agreement and the Tariff.
4. The Transmission Customer agrees to supply information to the Transmission Owner that the Transmission Owner deems reasonably necessary in accordance with Schedule 21 and Good Utility Practice in order for it to receive the requested service.

5. The Transmission Owner agrees to provide and the Transmission Customer agrees to take and pay for service in accordance with the provisions of the Tariff and this Local Service Agreement.
6. Service may be subject to some combination of the charges detailed in Schedule 21 of the OATT. The appropriate charges will be determined in accordance with the terms and conditions of Schedule 21.
7. Any notice or request made to or by either party regarding this Local Service Agreement shall be made to the representative of the other party as indicated below.

Transmission Customer:

Essential Power Massachusetts, LLC
Attn: President
13860 Ballantyne Corporate Place, Suite 300
Charlotte NC 28277

Transmission Owner:

Matthew Preston, Manager Transmission Interconnections and Services, Transmission
Eversource Energy Service Company
56 Prospect Street
Hartford, CT 06103
Telephone: 860-728-4562
Email: matthew.t.preston@eversource.com

The ISO:

Cheryl Ruell
Manager, Transmission Services
ISO New England Inc.
1 Sullivan Road
Holyoke, MA 01040
Tel: 413-540-4219
Email: cruell@iso-ne.com

8. The ISO New England Inc. Transmission, Markets and Services Tariff (the "Tariff") is incorporated herein and made a part hereof. Capitalized terms used in this Local Service Agreement shall have the meanings ascribed in the Tariff.
9. Nothing contained in this Local Service Agreement shall be construed as affecting in any way the right of the Transmission Owner to file with the Commission under Section 205 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder for a change in any rates, terms and conditions of this Local Service Agreement. Nothing contained in

this Local Service Agreement shall be construed as affecting in any way the ability of the Transmission Customer to file with the Commission under Section 206 of the Federal Power Act and pursuant to the Commission's rules and regulations promulgated thereunder for a change in any rates, terms and conditions of this Local Service Agreement.

10. Nothing contained in this Local Service Agreement shall be construed as affecting or enlarging, in whole or in part, the limited responsibility of the ISO under the Transmission Operating Agreement ("TOA") to coordinate the Transmission Owner's provision of Local Service and to determine whether the provision of Local Service would have an impact on facilities used for the provision of Regional Transmission Service.

PART II – Local Network Service

1. The Transmission Customer has been determined by the Transmission Owner and the ISO to have a Completed Application for Local Network Service under the Tariff.
2. Service shall commence on the later of: (1) _____, or (2) the date on which construction of all interconnection equipment, any Direct Assignment Facilities and/or facility or Local Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service shall terminate on _____.
3. Specifications for Local Network Service.
 - a. Term of Service:
 - b. List of Network Resources and Point(s) of Receipt:
 - c. Description of capacity and energy to be transmitted:
 - d. Description of Local Network Load:
 - e. List of Point(s) of Delivery and metering point(s) when they differ from Point(s) of Delivery:

- f. List of non-Network Resource(s), to the extent known:
- g. Ancillary Services requested or proof of satisfactory arrangements for Ancillary Services:
- h. Identity of Designated Agent:

Authority of Designated Agent:

Term of Designated Agent's authority:

Division of responsibilities and obligations between Transmission Customer and Designated Agent:
- i. Interconnection facilities and associated equipment:
- j. Project name:
- k. Interconnecting Transmission Customer:
- l. Location:
- m. Transformer nameplate rating:
- n. Interconnection point:
- o. Additional facilities and/or associated equipment:
- p. Service under this Local Service Agreement shall be subject to the following charges:
- q. Additional terms and conditions:

4. Planned work schedule.

Estimated Time

Milestone

Period For Completion

- | (Activity) | (# of months) |
|--|---------------|
| 5. Payment schedule and costs.
(Study grade estimate, +___% accuracy, year \$s) | |
| Milestone | Amount (\$) |
| 6. Policy and practices for protection requirements for new or modified load interconnections. | |
| 7. Insurance requirements. | |

PART III – Local Point-To-Point Service

1. The Transmission Customer has been determined by the Transmission Owner and the ISO to have a Completed Application for Local Point-To-Point Service under the Tariff.
2. Service shall commence on the later of: (1) the date that Unit 2U retires from the New England markets as referenced in the Large Generator Interconnection Agreement among ISO, Transmission Owner and Transmission Customer dated _____ (“LGIA”), or (2) the date on which construction of any Direct Assignment Facilities and/or Local Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service shall terminate on the date of expiration or termination of the LGIA.
3. Non-firm Local Point-To-Point Service shall be provided by the Transmission Owner upon request by an authorized representative of the Transmission Customer.
4. Specifications for Local Point-To-Point Service.
 - a. Term of Transaction: Subject to Schedule 21 Terms and Conditions and a 30-day advance written notice to terminate is required to be delivered to the non-terminating party.
 - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates:
Customer may schedule up to 45MW of Firm Service on OASIS.
 - c. Point(s) of Receipt: Eversource 115 kV bus located in the West Springfield 8C substation.

- d. Delivering Party: Essential Power Massachusetts, LLC
- e. Point(s) of Delivery: 115 kV PTF, ISO-NE
- f. Receiving Party: ISO-NE
- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity):
45MW
- h. Designation of party(ies) subject to reciprocal service obligation: N/A
- i. Name(s) of any intervening Control Areas providing transmission service: N/A
- j. Service under this Local Service Agreement shall be subject to the following charges: See Section 4.r below.
- k. Interconnection facilities and associated equipment: See Appendix A to LGIA
- l. Project name: West Springfield 45 MW BESS Large Generating Facility
- m. Interconnecting Transmission Customer: Essential Power Massachusetts, LLC
- n. Location: West Springfield, Massachusetts
- o. Transformer nameplate rating: See Appendix A to LGIA
- p. Interconnection point: See Appendix A to LGIA
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions:
 - Creditworthiness requirements as stated in Schedule 21-ES Attachment ES-L (Part A).
The Creditworthiness requirements have been met at this time.

- The ISO will operate, schedule and dispatch Transmission Customer’s project solely on the basis of least cost, security constrained dispatch system in accordance with Section III of the Tariff. Nothing contained in this Local Service Agreement shall be construed as affecting the ISO’s operation of the New England Markets pursuant to Section III of the Tariff.
- Section 5.1.1 of the “Interconnection and Operation Agreement By and Between Western Massachusetts Electric Company and Essential Power Massachusetts, LLC as Supplemented and Amended” dated March 15, 2017, designated as “Second Revised Service Agreement No. IA-NU-02” and accepted by the Federal Energy Regulatory Commission in Docket No. ER17-1322 on May 11, 2017, states that there will be no further charge “for perpetual firm point to point transmission service” . . . “over Interconnection Facilities applicable to Units 1 and 2U at the West Springfield Station (or up to 102.0 MW of output from any modification or replacement of such units).” Accordingly, since West Springfield 45 MW BESS Large Generating Facility is the replacement for Unit 2U, the charges to Transmission Customer under this Agreement shall be discounted to zero (\$0).

5. Planned work schedule. N/A

Estimated Time

Milestone

(Activity)

Period For Completion

(# of months)

6. Payment schedule and costs. N/A

(Study grade estimate, +___% accuracy, year \$s)

Milestone

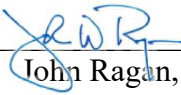
Amount (\$)

7. Policy and practices for protection requirements for new or modified load interconnections. N/A

8. Insurance requirements. N/A

IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.


Transmission Customer:

By:  10/15/2024
John Ragan, President Date

Transmission Owner:

By: _____
Matthew Preston Date
Manager, Transmission Interconnections and Services

The ISO:

By:  10/10/24
Alan McBride Date
Vice President, System Planning

IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

Transmission Customer:

By: _____
John Ragan, President
Name and Title Date

Transmission Owner:

By: Matthew T Preston 10/10/2024
Matthew Preston Date
Manager, Transmission Interconnections and Services

The ISO:

By: _____
Date