



VIA ELECTRONIC FILING

September 30, 2019

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

**RE: *ISO New England Inc. and Emera Maine*
First Revised Local Service Agreement under Schedule 21-EM
of Section II to the ISO-NE Tariff
Docket No. ER19- -000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹ and Part 35 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (the “Commission”),² ISO New England Inc. (“ISO-NE”)³ and Emera Maine (“Emera Maine”) (together, the “Filing Parties”) hereby submit for filing a fully executed, non-conforming First Revised Local Service Agreement by and among Emera Maine, Brookfield Renewable Trading and Marketing LP (“Brookfield Renewable Trading”), and ISO-NE for Firm Local Point-To-Point Service under Schedule 21-EM of the ISO-NE Tariff (“Brookfield 2019 LSA”).⁴

¹ 16 U.S.C.S. § 824d (2019).

² 18 C.F.R. Part 35 (2019).

³ Emera Maine, and not ISO-NE, has the FPA section 205 rights over Schedule 21-EM of Section II of the ISO Transmission, Markets and Services Tariff, which contains the Open Access Transmission Tariff (the “ISO-NE Tariff”), pursuant to which Emera Maine offers and administers Local Service. 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 (“TOA”) between ISO-NE and the PTOs. *See ISO New England Inc.*, 124 FERC ¶ 61,297 (2008).

⁴ The Brookfield 2019 LSA is being filed under Schedule 21-Common of the ISO-NE Tariff that applies to Local Service provided by New England utilities and Schedule 21-EM of the ISO-NE Tariff that applies to Emera Maine’s provision of Local Service under the ISO-NE Tariff. The Brookfield 2019 LSA has been designated as First Revised Service Agreement No. TSA-EMERA-18-01 under Schedule 21-EM of the ISO-NE Tariff.

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 and the North American Electric Reliability Corporation.

b. Emera Maine

Emera Maine, a Maine corporation, is the successor to Bangor Hydro Electric Company (“Bangor Hydro”) and Maine Public Service Company (“Maine Public”). More specifically, Maine Public merged into Bangor Hydro on January 1, 2014, and, on that same day, was renamed Emera Maine.

Emera Maine is engaged in the transmission and distribution of electric energy and related services to approximately 159,000 retail customers in portions of northern, eastern, and coastal Maine. Emera Maine directly owns approximately 1,265 miles of transmission lines and approximately 6,090 miles of distribution lines. Emera Maine also holds a 21.7 percent voting interest in Maine Electric Power Company, a transmission-only public utility.

Open access to Emera Maine’s local transmission facilities in eastern and coastal Maine (the “Emera Maine, Bangor Hydro District”) is provided pursuant to Schedule 21-EM of Section II to the ISO-NE Tariff.⁵ Emera Maine has received market-based rate authority.⁶ Emera Maine owns and operates only 2 MW (nameplate) of generating capacity and has long-term energy purchase contracts for certain qualifying facilities.

2. Background and Description of the Brookfield 2019 LSA

Brookfield Energy Marketing LP (“Brookfield Energy Marketing”) and Emera Maine are currently parties to local transmission service agreement dated February 6, 2018, under which Emera Maine provides 85 MW of firm, point-to-point transmission service from its Powersville Road Substation to its Keene Road Substation at a discounted rate of \$13.82/kW-year (the

⁵ Open access to Emera Maine’s transmission facilities in northern Maine (the “MPD”) is provided pursuant to the Emera Maine Open Access Transmission Tariff for Maine Public District on file with the Commission. The transmission facilities in Emera Maine’s two districts are not directly interconnected. Indeed, the MPD transmission system is not directly interconnected with any portion of the United States transmission grid. Rather, entities interconnected with the MPD transmission system can only access the ISO-NE system or other parts of the U.S. transmission grid over transmission facilities in New Brunswick, Canada.

⁶ *Bangor Hydro Elec. Co.*, Docket No. ER14-264-000, Letter Order dated Dec. 19, 2013.

“Brookfield 2018 LSA”). The Brookfield 2018 LSA, which has a term that runs through May 15, 2033, was accepted for filing by the Commission by Delegated Letter Order issued May 2, 2018, in Docket No. ER18-901-000 and designated as Original Service Agreement No. TSA-EMERA-18-01.

Brookfield Renewable Partners L.P., the indirect parent of Brookfield Renewable Trading and Brookfield Energy Marketing, is in the process of engaging in corporate reorganization pursuant to which, among other things, it desires to transfer from Brookfield Energy Marketing to Brookfield Renewable Trading, effective October 1, 2019, all rights Brookfield Energy Marketing has under the Brookfield 2018 LSA. Emera Maine has agreed to effect this transfer by executing a revised service agreement with Brookfield Renewable Trading—*i.e.*, the Brookfield 2019 LSA—on the same terms as those set forth in the Brookfield 2018 LSA (including the discounted rate and term expiring May 15, 2033). The Brookfield 2019 LSA has thus been designated as First Revised Service Agreement No. TSA-EMERA-18-01.

3. Request for Acceptance; Effective Date; Waivers

The Filing Parties request that the Brookfield 2019 LSA be accepted for filing, without suspension, condition, or refund requirement, effective October 1, 2019, and request waiver of the Commission’s prior notice requirements as to permit this effective date. Insofar as the Brookfield 2019 LSA is an executed agreement that sets forth the same terms and conditions as the Brookfield 2018 LSA, which is on file with the Commission, good cause exists to grant such waiver.

In addition, the Filing Parties respectfully request waiver of any provision of the Commission’s regulations as needed in order for the Commission to accept the Brookfield 2019 LSA for filing. The Filing Parties aver that 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. Section 35.13(b)(7).

4. Contents of Filing

This filing includes following materials:

- This transmittal letter; and
- The Brookfield 2019 LSA as executed by ISO-NE, Emera Maine, and Brookfield Renewable Trading.

5. Correspondence

All correspondence and communications in this proceeding should be addressed to the following persons:

Kimberly D. Bose
September 30, 2019
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New York, NY 10166
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JJakubiak@gibsondunn.com
JMansh@gibsondunn.com

6. Conclusion

For the foregoing reasons, the Filing Parties respectfully request that the Commission accept the Brookfield 2019 LSA for filing without suspension, condition, or refund requirement effective October 1, 2019.

Respectfully submitted,

/s/ *Monica Gonzalez*

Monica Gonzalez
Assistant General Counsel –
Operations and Planning
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040

/s/ *Jeffrey M. Jakubiak*

Jeffrey M. Jakubiak
Jennifer C. Mansh
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166

Enclosure

cc: Ruth Teetzel, Brookfield Energy Marketing LP

ISO New England Inc. Transmission, Markets and Services Tariff

FIRST REVISED LOCAL SERVICE AGREEMENT

BY AND AMONG

ISO-NEW ENGLAND INC.

AND

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

AND

EMERA MAINE

SCHEDULE 21
ATTACHMENT A
LOCAL SERVICE AGREEMENT

This FIRST REVISED LOCAL SERVICE AGREEMENT (“Local Service Agreement”), dated as of September 26, 2019, is entered into, by and between Emera Maine, a corporation organized and existing under the laws of the State of Maine (“Transmission Owner”), Brookfield Renewable Trading and Marketing LP, a limited partnership organized and existing under the laws of the Province of Ontario, Canada (“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.”

This Local Service Agreement amends the Original Local Service Agreement, Original Service Agreement No. TSA-Emera-18-01, dated February 6, 2018, by and between Emera Maine, Brookfield Energy Marketing LP, and ISO to reflect a change to the Transmission Customer as successor in interest to Brookfield Energy Marketing LP as of the effective date of this Local Service Agreement.

PART I – General Terms and Conditions

1. Service Provided (Check applicable):

Local Network Service

Local Point-To-Point Service

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:

Brookfield Renewable Trading and Marketing LP
Attn: Legal Department
41 Victoria Street
Gatineau, QC, J8X 2A1
CANADA

Transmission Owner:

Emera Maine
Attn: Legal Notices
P.O. Box 932
Bangor, ME 04402-0932
(for overnight courier delivery: 970 Illinois Avenue, Bangor, ME 04401)

The ISO:

Transmission Planning Department
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841

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: Ancillary Services requested or proof of satisfactory arrangements for Ancillary Services:

- 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) 0000 EPT on October 1, 2019, 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 at 2359 EPT on May 15, 2033.

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: Per Section III.2

 - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: Energy generated by the generating facilities in and around Millinocket, Maine, in the ISO New England Inc. Balancing Authority Area.

- c. Point(s) of Receipt: Powersville Road Substation
- d. Delivering Party: Brookfield Renewable Trading and Marketing LP
- e. Point(s) of Delivery: 115 kV Keene Road Substation
- f. Receiving Party: ISO New England Inc.
- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 85 MW
- h. Designation of party(ies) subject to reciprocal service obligation: Brookfield Renewable Trading and Marketing LP
- 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:
An initial rate of one twelfth of \$13.82 per kilowatt year to be paid monthly by Transmission Customer to Transmission Owner. All ancillary services as well as any transmission service provided over the 85 MW reservation shall be charged at rates set forth in Schedule 21-EM of the ISO Tariff.
- k. Interconnection facilities and associated equipment: Interconnection buswork, switches and equipment, including a 115kV/34.5kV transformer, one 115kV breaker, one 34.5kV breaker along with their associated controls and protection.
- l. Project name: N/A
- m. Interconnecting Transmission Customer: Brookfield Renewable Trading and Marketing LP
- n. Location: Millinocket and Medway, Penobscot County, Maine

- o. Transformer nameplate rating: 50 MVA
- p. Interconnection point: Powersville Road Substation (at the point where the bus from Switch X-3018 and the bus from Switch X-302A connect onto the bus attaching to Line 62).
- q. Additional facilities and/or associated equipment: N/A
- r. This Agreement is associated, and consistent, with the terms provided for in an Agreement between Bangor Hydro-Electric Company ("Bangor Hydro"), the predecessor of the Transmission Owner, and Brascan Energy Marketing Inc. ("Brascan"), the predecessor of the Transmission Customer, in 2003, where the rate of \$13.82 per kilowatt year set forth in the 2003 TSA was established by the Settlement Agreement by and between, among others, Bangor Hydro and Great Northern Paper, Inc. ("Great Northern"), also a predecessor of the Transmission Customer, dated November 1, 2000 and approved by the Federal Energy Regulatory Commission ("FERC") on February 26, 2001, in Docket No. ER00-980-000, subject to certain modifications not relevant here, see Bangor Hydro-Elec. Co., 94 FERC ¶ 61,208 (2001) (the "2000 Settlement").

5. Planned work schedule. NA

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: [Signature] VP, Energy Risk Aug 9th, 2019
Name Title Date

Oded Hirsch
Print Name

Transmission Owner:

By: [Signature] VP, Engineering + Operations 8/13/19
Name Title Date

Paul Miller
Print Name

The ISO:

By: _____
Name Title Date

Print Name

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

Transmission Customer:

By: _____
Name Title Date


Print Name

Transmission Owner:

By: _____
Name Title Date

Print Name

The ISO:

By:  _____
Name Title Date
EVP/COO 9/23/15

VANSI CHADALAVADA
Print Name