



**VIA ELECTRONIC FILING**

June 1, 2023

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 Versant Power*  
*Original Service Agreements under Schedule 21-VP the ISO-NE Tariff*  
Docket No. ER23- -000**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)<sup>1</sup> and Part 35 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (the “Commission”),<sup>2</sup> ISO New England Inc. (“ISO-NE”)<sup>3</sup> and Versant Power (together, the “Filing Parties”) hereby submit for filing seven fully executed, non-conforming Local Service Agreements by and among Versant Power, Black Bear Hydro Partners, LLC or Black Bear SO, LLC (collectively, “Black Bear”), and ISO-NE for Firm and Non-Firm Local Point-To-Point Service under Schedule 21-VP of the ISO-NE Tariff relating to the following hydroelectric power projects (the “Black Bear Hydro Projects”), with service agreement designations as follows:<sup>4</sup>

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<sup>1</sup> 16 U.S.C.S. § 824d (2023).

<sup>2</sup> 18 C.F.R. Part 35 (2022).

<sup>3</sup> Versant Power, and not ISO-NE, has the FPA section 205 rights over Schedule 21-VP 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 Versant Power 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).

<sup>4</sup> The New LSAs are filed under Schedule 21-Common of the ISO-NE Tariff that applies to Local Service provided by New England utilities and Schedule 21-VP of the ISO-NE Tariff that applies to Versant Power’s provision of Local Service under the ISO-NE Tariff.

<b>Project</b>	<b>Service Agreement No.</b>
Ellsworth	LTSA/ISONE/VERSANT-21-04
Medway	LTSA/ISONE/VERSANT-21-05
Milford	LTSA/ISONE/VERSANT-21-06
Orono A	LTSA/ISONE/VERSANT-21-07
Orono B	LTSA/ISONE/VERSANT-21-08
Stillwater A	LTSA/ISONE/VERSANT-21-09
Stillwater B	LTSA/ISONE/VERSANT-21-10

These service agreements, the “New LSAs,” are based on the Form of Local Service Agreement contained in Schedule 21-Common under the ISO-NE OATT, but are being filed with the Commission because they are non-conforming insofar as they reflect different rates from those set forth in Schedule 21-VP. The Filing Parties respectfully request that the New LSAs be accepted for filing effective January 1, 2021.

**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. Versant Power**

Versant Power, the successor in name to Emera Maine,<sup>5</sup> 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. Versant Power directly owns approximately 1,265 miles of transmission lines and approximately 6,090 miles of distribution lines. Versant Power also holds a 21.7 percent voting interest in Maine Electric Power Company, a transmission-only public utility. As is relevant here, open access to Versant Power’s local transmission facilities in eastern and coastal Maine (the “Versant Power, Bangor Hydro

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<sup>5</sup> Emera Maine was renamed Versant Power on May 11, 2020.

District”) is provided pursuant to Schedule 21-VP of the ISO-NE Tariff (“Schedule 21-VP”).<sup>6</sup> Versant Power has received market-based rate authority.<sup>7</sup>

## **2. Background and Description of the New LSAs**

Versant Power, ISO-NE, and Black Bear’s predecessor in interest, Black Bear Hydro Partners, LLC, were parties to a series of Local Service Agreements for transmission service for the benefit of the Black Bear Hydro Projects dated January 1, 2011. Each of these agreements expired by its terms on December 31, 2020.

The New LSAs provide that Versant Power will provide Firm and Non-Firm Local Point-To-Point Service under Schedule 21-VP of the ISO-NE Tariff for the benefit of the Black Bear Hydro Projects at a discounted rate of \$1,115.67/MW-month or \$265.77/MW-week. This discounted rate is being provided and offered to all customers under Schedule 21-VP for the period January 1, 2021, through December 31, 2023.<sup>8</sup> The New LSAs for Ellsworth, Medway, Milford, Orono A, and Orono B have a term of January 1, 2021, through December 31, 2023. The New LSAs for Stillwater A and Stillwater B have a term January 1, 2021, through February 2, 2021, in the case of Stillwater A, and May 26, 2021, in the case of Stillwater B. These are the dates those facilities ceased operation.

The discounted charge reflected in the New LSAs is just and reasonable because it is lower than the charge that would otherwise be assessed under Schedule 21-VP absent the discount (which would be \$7,865.07/MW-month for 2022 and \$8,834.85/MW-month for 2023) and because it was offered consistent with Commission policy.<sup>9</sup>

## **3. Request for Acceptance; Effective Date; Waivers**

The Filing Parties request that the New LSAs be accepted for filing, without suspension, condition, or refund requirement, effective January 1, 2021, and request waiver of the Commission’s prior notice requirements to permit this effective date.

Good cause exists to grant this waiver insofar as the New LSAs are being submitted within 40 days of their execution by all parties to the agreements (which includes ISO-NE). Versant Power notes that it and Black Bear diligently pursued the negotiation and preparation of

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<sup>6</sup> Open access to Versant Power’s transmission facilities in northern Maine (the “MPD”) is provided pursuant to the Versant Power Open Access Transmission Tariff for Maine Public District on file with the Commission. The transmission facilities in Versant Power’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.

<sup>7</sup> *Bangor Hydro Elec. Co.*, Docket No. ER14-264-000, Letter Order, Dec. 19, 2013.

<sup>8</sup> See Versant Power Notice of Transmission Discount (effective 1/1/2021-12/31/2023), available at [https://www.oasis.oati.com/woa/docs/BHE/BHEdocs/Discount\\_Notice\\_11-9-2020.pdf](https://www.oasis.oati.com/woa/docs/BHE/BHEdocs/Discount_Notice_11-9-2020.pdf).

<sup>9</sup> See e.g., Order No. 888-A, FERC Stats. & Regs. ¶ 31,048 at 30,275.

these agreements, starting in early 2021, but that administrative logistics involved in agreeing upon such a large number of agreements, as well as certain difficulty determining the specific terms needed to accommodate Black Bear beginning participation in Versant Power's Net Energy Billing program, resulted in a delay in their execution. The Commission has previously permitted retroactive effective dates for interconnection agreements and notices of cancellation under similar circumstances.<sup>10</sup>

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 New LSAs 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 New LSAs as executed by Versant Power, ISO-NE, and Black Bear.

#### 5. Correspondence

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

Graham Jesmer  
Regulatory Counsel – Operations and Planning  
ISO New England Inc.  
One Sullivan Road  
Holyoke, MA 01040  
Tel: (413) 535-4000  
Fax: (413) 535-4379  
gjesmer@iso-ne.com

Jeffrey M. Jakubiak  
Jennifer C. Mansh  
Vinson & Elkins LLP  
1114 Avenue of the Americas,  
32<sup>nd</sup> Floor  
New York, NY 10036  
(212) 237-0000  
JJakubiak@velaw.com  
JMansh@velaw.com

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<sup>10</sup> See e.g. PacifiCorp, Letter Order, Notice of Cancellation, Docket No. Docket No. ER03-1020-000 (Aug. 13, 2003) (granting effective date requested by customer for cancelling a rate schedule where customer had asked to terminate the agreement effective April 30, 2000, but the filing utility filed the cancellation on July 2, 2003). See also *New York Independent System Operator, Inc.*, 135 FERC ¶ 61,264 (2011); Commission Letter Order, Docket No. ER13-1538-000 (June 20, 2013).

Kimberly D. Bose

June 1, 2023

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## 6. Conclusion

For the foregoing reasons, the Filing Parties respectfully request that the Commission accept the New LSAs for filing without suspension, condition, or refund requirement effective January 1, 2021.

Respectfully submitted,

/s/ Graham Jesmer

Graham Jesmer

Regulatory Counsel – Operations and Planning

ISO New England Inc.

One Sullivan Road

Holyoke, MA 01040

/s/ Jeffrey M. Jakubiak

Jeffrey M. Jakubiak

Jennifer C. Mansh

Vinson & Elkins LLP

1114 Avenue of the Americas,

32<sup>nd</sup> Floor

New York, NY 10036

Enclosures

cc: Rosa Pietanza, Attorney for Black Bear

ISO New England Inc. Transmission, Markets and Services Tariff

LOCAL SERVICE AGREEMENT  
BY AND AMONG  
ISO-NEW ENGLAND INC.  
AND  
BLACK BEAR HYDRO PARTNERS, LLC  
AND  
VERSANT POWER  
  
(Ellsworth)

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This LOCAL SERVICE AGREEMENT, dated as of \_\_\_\_\_, is entered into, by and between Versant Power, a Corporation organized and existing under the laws of the State/Commonwealth of Maine (“Transmission Owner”), Black Bear Hydro Partners, LLC, a Limited liability company organized and existing under the laws of the State/Commonwealth 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

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:

Black Bear Hydro Partners, LLC  
c/o Brookfield Renewable, Attn: General Counsel - US  
200 Liberty Street, 14th Floor  
New York, NY 10281 USA

Transmission Owner:

Versant Power, Attn: Legal Notices  
970 Illinois Ave., P.O. Box 932  
Bangor, ME 04402-0932

The ISO:

ISO New England, Attn: Transmission Planning  
1 Sullivan Road  
Holyoke, MA 01040

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

(Activity)

Period For Completion

(# 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) January 1, 2021, 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 December 31, 2023.

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: January 1, 2021 through December 31, 2023

b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 9 MW storage hydro generation in ISO-NE

c. Point(s) of Receipt: Ellsworth Hydro

d. Delivering Party: Black Bear Hydro Partners, LLC

e. Point(s) of Delivery: BHE PTF Boggy Brook

f. Receiving Party: Various ISO-NE Market Participants

- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 9 MW Firm
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformers, circuit breaker and associated equipment at Ellsworth Station.
- l. Project name: Ellsworth Hydro
- m. Interconnecting Transmission Customer: Black Bear Hydro Partners, LLC
- n. Location: Ellsworth, Hancock County, Maine
- o. Transformer nameplate rating: 10/11.2 MVA
- p. Interconnection point: Versant Power's Ellsworth Substation
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

5. Planned work schedule. N/A

6. Estimated Time

Milestone (Activity)	Period For Completion (# of months)
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7. Payment schedule and costs. N/A

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

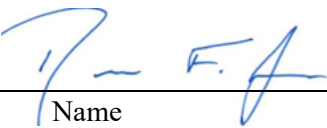
Milestone	Amount (\$)
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8. Policy and practices for protection requirements for new or modified load interconnections. N/A

9. 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:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date


Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date

Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date

Robert Ethier Print Name

ISO New England Inc. Transmission, Markets and Services Tariff

LOCAL SERVICE AGREEMENT  
BY AND AMONG  
ISO-NEW ENGLAND INC.  
AND  
BLACK BEAR HYDRO PARTNERS, LLC  
AND  
VERSANT POWER

(Medway)

**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This LOCAL SERVICE AGREEMENT, dated as of \_\_\_\_\_, is entered into, by and between Versant Power, a Corporation organized and existing under the laws of the State/Commonwealth of Maine (“Transmission Owner”), Black Bear Hydro Partners, LLC, a Limited liability company organized and existing under the laws of the State/Commonwealth 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**

11. 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.

12. 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.

13. The Transmission Customer has submitted a Completed Application and the required deposit, if applicable, for service under this Local Service Agreement and the Tariff.

14. 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.

15. 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.



16. 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.

17. 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:

**Black Bear Hydro Partners, LLC**

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c/o Brookfield Renewable, Attn: General Counsel - US

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200 Liberty Street, 14th Floor

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New York, NY 10281 USA

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Attn: General Counsel - US

Transmission Owner:

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Versant Power, Attn: Legal Notices

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970 Illinois Ave., P.O. Box 932

---

Bangor, ME 04402-0932

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The ISO:

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ISO New England, Attn: Transmission Planning

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1 Sullivan Road

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Holyoke, MA 01040

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18. 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.

19. 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.

20. 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**

8. 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.
9. 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 \_\_\_\_\_.
10. 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:

11. Planned work schedule.

Estimated Time

Milestone

(Activity)

Period For Completion

(# of months)

12. Payment schedule and costs.

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

Milestone

Amount (\$)

13. Policy and practices for protection requirements for new or modified load interconnections.
14. Insurance requirements.

### **PART III – Local Point-To-Point Service**

10. 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.

11. Service shall commence on the later of: (1) January 1, 2021 , 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 December 31, 2023.

12. Non-firm Local Point-To-Point Service shall be provided by the Transmission Owner upon request by an authorized representative of the Transmission Customer.

13. Specifications for Local Point-To-Point Service.

- a. Term of Transaction: January 1, 2021 through December 31, 2023
- b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 5 MW run-of-river hydro generation in ISO-NE
- c. Point(s) of Receipt: Medway Hydro
- d. Delivering Party: Black Bear Hydro Partners, LLC
- e. Point(s) of Delivery: BHE PTF Graham
- f. Receiving Party: Various ISO-NE Market Participants

- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 5 MW Firm
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformers, circuit breaker and associated equipment at Medway Station
- l. Project name: Medway Hydro
- m. Interconnecting Transmission Customer: Black Bear Hydro Partners, LLC
- n. Location: Medway, Penobscot County, Maine
- o. Transformer nameplate rating: 3 - 2,000 kVA + 1 spare
- p. Interconnection point: Versant Power's Medway Substation
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

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

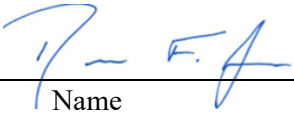
Amount (\$)

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

9. Insurance requirements. N/A

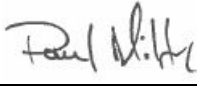
IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

Transmission Customer:

By:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date

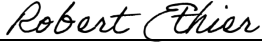
Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date

Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date

Robert Ethier Print Name



ISO New England Inc. Transmission, Markets and Services Tariff

LOCAL SERVICE AGREEMENT  
BY AND AMONG  
ISO-NEW ENGLAND INC.  
AND  
BLACK BEAR HYDRO PARTNERS, LLC  
AND  
VERSANT POWER

(Milford)

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

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**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:

Black Bear Hydro Partners, LLC  
c/o Brookfield Renewable, Attn: General Counsel - US  
200 Liberty Street, 14th Floor  
New York, NY 10281 USA

Transmission Owner:

Versant Power, Attn: Legal Notices  
970 Illinois Ave., P.O. Box 932  
Bangor, ME 04402-0932

The ISO:

ISO New England, Attn: Transmission Planning  
1 Sullivan Road  
Holyoke, MA 01040

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

(Activity)

Period For Completion

(# 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) January 1, 2021 , 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 December 31, 2023.

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: January 1, 2021 through December 31, 2023

b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 9 MW run-of-river hydro generation in ISO-NE

c. Point(s) of Receipt: Milford Hydro

d. Delivering Party: Black Bear Hydro Partners, LLC

e. Point(s) of Delivery: BHE PTF Graham

f. Receiving Party: Various ISO-NE Market Participants

- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 9 MW Firm plus up to 2 MW Non-Firm as needed and as available
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformers, circuit breaker and associated equipment at Milford Station.
- l. Project name: Milford Hydro
- m. Interconnecting Transmission Customer: Black Bear Hydro Partners, LLC
- n. Location: Milford Penobscot County, Maine
- o. Transformer nameplate rating: 9,375 kVA
- p. Interconnection point: Versant Power's Milford Substation
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

5. Planned work schedule. N/A

6. Estimated Time

Milestone (Activity)	Period For Completion (# of months)
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7. Payment schedule and costs. N/A

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


Milestone	Amount (\$)
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8. Policy and practices for protection requirements for new or modified load interconnections. N/A

9. Insurance requirements. N/A

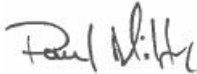
IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

Transmission Customer:

By:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date


Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date

Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date

Robert Ethier Print Name



ISO New England Inc. Transmission, Markets and Services Tariff

AMENDED AND RESTATED  
LOCAL SERVICE AGREEMENT  
BY AND AMONG  
ISO-NEW ENGLAND INC.  
AND  
BLACK BEAR SO, LLC  
AND  
VERSANT POWER

(Orono A)

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This **AMENDED AND RESTATED LOCAL SERVICE AGREEMENT** (this “Agreement”) is entered into effective as of \_\_\_\_\_, by and between Versant Power , a Corporation organized and existing under the laws of the State/Commonwealth of Maine (“Transmission Owner”), Black Bear SO, LLC, a Limited liability company organized and existing under the laws of the State/Commonwealth 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.”

**WHEREAS**, the parties entered in that certain Local Service Agreement effective December 31, 2020 (“Original Local Service Agreement”); and

**WHEREAS**, the parties desire to amend and restate the Original Local Service Agreement as set forth herein to revise Part III, paragraph 4(b) hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the parties hereto hereby agree to amend and restate the Original Local Service Agreement as follows:

**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:

Black Bear SO, LLC

c/o Brookfield Renewable, Attn: General Counsel - US

200 Liberty Street, 14th Floor

New York, NY 10281 USA

Transmission Owner:

Versant Power, Attn: Legal Notices

970 Illinois Ave., P.O. Box 932

Bangor, ME 04402-0932

The ISO:

ISO New England, Attn: Transmission Planning

1 Sullivan Road

Holyoke, MA 01040

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

(Activity)

Period For Completion

(# 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) January 1, 2021 , 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 December 31, 2023 .
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: January 1, 2021 through December 31, 2023
  - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 2 MW run-of-river hydro generation in ISO-NE
  - c. Point(s) of Receipt: Orono “A” Hydro
  - d. Delivering Party: Black Bear SO, LLC
  - e. Point(s) of Delivery: BHE PTF Graham
  - f. Receiving Party: Various ISO-NE Market Participants

- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 2 MW Firm.
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformer, circuit breaker and associated equipment at in Versant's Orono Station.
- l. Project name: Orono "A" Hydro
- m. Interconnecting Transmission Customer: Black Bear SO, LLC
- n. Location: Orono, Penobscot County, Maine
- o. Transformer nameplate rating: 3,750 kVA
- p. Interconnection point: Versant Power's Orono Substation
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

5. Planned work schedule. N/A

6. Estimated Time

Milestone (Activity)	Period For Completion (# of months)
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7. Payment schedule and costs. N/A

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

Milestone	Amount (\$)
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8. Policy and practices for protection requirements for new or modified load interconnections. N/A

9. 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:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date


Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date

Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date

Robert Ethier Print Name

ISO New England Inc. Transmission, Markets and Services Tariff

LOCAL SERVICE AGREEMENT

BY AND AMONG

ISO-NEW ENGLAND INC.

AND

BLACK BEAR SO, LLC

AND

VERSANT POWER

(Orono B)

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This LOCAL SERVICE AGREEMENT, dated as of \_\_\_\_\_, is entered into, by and between Versant Power, a Corporation organized and existing under the laws of the State/Commonwealth of Maine (“Transmission Owner”), Black Bear SO, LLC, a Limited liability company organized and existing under the laws of the State/Commonwealth 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

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:

Black Bear SO, LLC

c/o Brookfield Renewable, Attn: General Counsel - US

200 Liberty Street, 14th Floor

New York, NY 10281 USA

Transmission Owner:

Versant Power, Attn: Legal Notices

970 Illinois Ave., P.O. Box 932

Bangor, ME 04402-0932

The ISO:

ISO New England, Attn: Transmission Planning

1 Sullivan Road

Holyoke, MA 01040

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

(Activity)

Period For Completion

(# 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) January 1, 2021, 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 December 31, 2023.
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: January 1, 2021 through December 31, 2023
  - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 4 MW run-of-river hydro generation in ISO-NE
  - c. Point(s) of Receipt: Orono “B” Hydro
  - d. Delivering Party: Black Bear SO, LLC
  - e. Point(s) of Delivery: BHE PTF Graham
  - f. Receiving Party: Various ISO-NE Market Participants

- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 4 MW Firm plus an additional 2 MW Non-Firm if reserved.
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformer, circuit breaker and associated equipment at in Versant's Orono Station.
- l. Project name: Orono "B" Hydro
- m. Interconnecting Transmission Customer: Black Bear SO, LLC
- n. Location: Orono, Penobscot County, Maine
- o. Transformer nameplate rating: 3,750 kVA
- p. Interconnection point: Versant Power's Orono Substation
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

5. Planned work schedule. N/A

6. Estimated Time

Milestone (Activity)	Period For Completion (# of months)
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7. Payment schedule and costs. N/A

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

Milestone	Amount (\$)
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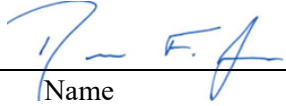


8. Policy and practices for protection requirements for new or modified load interconnections. N/A

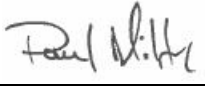
9. Insurance requirements. N/A

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


Transmission Customer:

By:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date  
Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date  
Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date  
Robert Ethier Print Name

ISO New England Inc. Transmission, Markets and Services Tariff

AMENDED AND RESTATED  
LOCAL SERVICE AGREEMENT  
BY AND AMONG  
ISO-NEW ENGLAND INC.  
AND  
BLACK BEAR SO, LLC  
AND  
VERSANT POWER

(Stillwater A)

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This **AMENDED AND RESTATED LOCAL SERVICE AGREEMENT** (this “Agreement”) is entered into effective as of \_\_\_\_\_, by and between Versant Power, a Corporation organized and existing under the laws of the State/Commonwealth of Maine (“Transmission Owner”), Black Bear SO, LLC, a Limited liability company organized and existing under the laws of the State/Commonwealth 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.”

**WHEREAS**, the parties entered in that certain Local Service Agreement effective December 31, 2020 (“Original Local Service Agreement”); and

**WHEREAS**, the parties desire to amend and restate the Original Local Service Agreement as set forth herein to revise Part III, paragraph 4(b) hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the parties hereto hereby agree to amend and restate the Original Local Service Agreement as follows:

**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:

Black Bear SO, LLC

c/o Brookfield Renewable, Attn: General Counsel - US

200 Liberty Street, 14th Floor

New York, NY 10281 USA

Transmission Owner:

Versant Power, Attn: Legal Notices

970 Illinois Ave., P.O. Box 932

Bangor, ME 04402-0932

The ISO:

ISO New England, Attn: Transmission Planning

1 Sullivan Road

Holyoke, MA 01040

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

(Activity)

Period For Completion

(# 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) January 1, 2021 , 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 February 12, 2021 .
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: January 1, 2021 through February 12, 2021
  - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 2 MW run-of-river hydro generation in ISO-NE
  - c. Point(s) of Receipt: Stillwater “A” Hydro
  - d. Delivering Party: Black Bear SO, LLC
  - e. Point(s) of Delivery: BHE PTF Graham
  - f. Receiving Party: Various ISO-NE Market Participants



- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 2 MW Firm.
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformer, circuit breaker and associated equipment at in Versant's Orono Station.
- l. Project name: Stillwater "A" Hydro
- m. Interconnecting Transmission Customer: Black Bear SO, LLC
- n. Location: Old Town (Village of Stillwater), Penobscot County, Maine
- o. Transformer nameplate rating: 2,500 kVA
- p. Interconnection point: Tap on Versant Power's 12.5kV line on College Ave.
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

5. Planned work schedule. N/A

6. Estimated Time

Milestone (Activity)	Period For Completion (# of months)
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7. Payment schedule and costs. N/A

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


Milestone	Amount (\$)
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8. Policy and practices for protection requirements for new or modified load interconnections. N/A

9. Insurance requirements. N/A

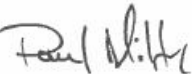
IN WITNESS WHEREOF, the Parties have caused this Local Service Agreement to be executed by their respective authorized officials.

Transmission Customer:

By:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date


Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date

Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date

Robert Ethier Print Name

ISO New England Inc. Transmission, Markets and Services Tariff

AMENDED AND RESTATED  
LOCAL SERVICE AGREEMENT  
BY AND AMONG  
ISO-NEW ENGLAND INC.  
AND  
BLACK BEAR SO, LLC  
AND  
VERSANT POWER

(Stillwater B)

**SCHEDULE 21**  
**ATTACHMENT A**  
**FORM OF LOCAL SERVICE AGREEMENT**

This **AMENDED AND RESTATED LOCAL SERVICE AGREEMENT** (this “Agreement”), is entered into effective as of \_\_\_\_\_, by and between Versant Power, a Corporation organized and existing under the laws of the State/Commonwealth of Maine (“Transmission Owner”), Black Bear SO, LLC, a Limited liability company organized and existing under the laws of the State/Commonwealth 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.”

**WHEREAS**, the parties entered in that certain Local Service Agreement effective December 31, 2020 (“Original Local Service Agreement”); and

**WHEREAS**, the parties desire to amend and restate the Original Local Service Agreement as set forth herein to revise Part III, paragraph 4(b) hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, the parties hereto hereby agree to amend and restate the Original Local Service Agreement as follows:

**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:

Black Bear SO, LLC

c/o Brookfield Renewable, Attn: General Counsel - US

200 Liberty Street, 14th Floor

New York, NY 10281 USA

Transmission Owner:

Versant Power, Attn: Legal Notices

970 Illinois Ave., P.O. Box 932

Bangor, ME 04402-0932

The ISO:

ISO New England, Attn: Transmission Planning

1 Sullivan Road

Holyoke, MA 01040

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

(Activity)

Period For Completion

(# 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) January 1, 2021, 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 May 26, 2021.
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: January 1, 2021 through May 26, 2021
  - b. Description of capacity and energy to be transmitted by the Transmission Owner including the electric Control Area in which the transaction originates: 3 MW run-of-river hydro generation in ISO-NE
  - c. Point(s) of Receipt: Stillwater “B” Hydro
  - d. Delivering Party: Black Bear SO, LLC
  - e. Point(s) of Delivery: BHE PTF Graham
  - f. Receiving Party: Various ISO-NE Market Participants

- g. Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 3 MW Firm plus an additional 1 MW Non-Firm if reserved.
- 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: Service under this Local Service Agreement shall be subject to the following charges: \$1151.67 MW-month or \$265.77 MW-week.
- k. Interconnection facilities and associated equipment: Transformer, circuit breaker and associated equipment at in Versant's Orono Station.
- l. Project name: Stillwater "B" Hydro
- m. Interconnecting Transmission Customer: Black Bear SO, LLC
- n. Location: Old Town (Village of Stillwater), Penobscot County, Maine
- o. Transformer nameplate rating: 2,500 kVA
- p. Interconnection point: Tap on Versant Power's 12.5kV line on College Ave.
- q. Additional facilities and/or associated equipment: N/A
- r. Additional terms and conditions: N/A

5. Planned work schedule. N/A

6. Estimated Time

Milestone (Activity)	Period For Completion (# of months)
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7. Payment schedule and costs. N/A

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

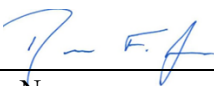
Milestone	Amount (\$)
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8. Policy and practices for protection requirements for new or modified load interconnections. N/A

9. 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:  Vice President & Assistant Secretary March 23, 2023  
Name Title Date


Ricardo Alicea Print Name

Transmission Owner:

By:  Chief Operating Officer March 27, 2023  
Name Title Date

Paul Miller Print Name

The ISO:

By:  VP, System Planning 4/25/23  
Name Title Date

Robert Ethier Print Name