

Tariff Submitter: Evergreen Gen Lead, LLC

FERC Tariff Program: FERC FPA Electric Tariff

Tariff Title: Rate Schedules and Tariffs

Tariff Record Proposed Effective Date: 12/28/2014

Tariff Record Title: FERC Electric Rate Schedule No. 1

Option Code: A

**Evergreen Gen Lead, LLC
FERC Rate Schedule No. 1**

The purpose of this rate schedule is to specify the rights of Evergreen Wind Power III, LLC (“EWP III”), Stetson Holdings, LLC (“Stetson Holdings”), Stetson Wind II, LLC (“Stetson II”), and Champlain Wind, LLC (“Champlain” and collectively with EWP III, Stetson Holdings and Stetson II, the “Members,” and each an “Member”) to access and use the EGL Interconnection Line (defined below), which is owned and operated by Evergreen Gen Lead, LLC (“Evergreen Gen Lead”) to deliver the output of their respective generation facilities to the Keene Road Substation.

SECTION 1 - DEFINITIONS

- 1.1 EGL Interconnection Line: The 115 kV, 38-mile generator lead and related relay protection equipment that is owned and operated by Evergreen Gen Lead and that begins at the Stetson Mountain substation in Washington County, Maine and continues to the Keene Road Substation in the Town of Chester, in Penobscot County, Maine, which is owned by Emera Maine and under the operational control of the ISO New England Inc.
- 1.2 EGL LLC Agreement: The Amended and Restated Limited Liability Company Agreement of Evergreen Gen Lead among EWP III, Stetson Holdings, Stetson II and Champlain, dated as of January 25, 2010, as amended on April 1, 2010, November 22, 2010 and January 14, 2013 .
- 1.3 FERC: The Federal Energy Regulatory Commission, or its successor.

SECTION 2 - PERMITTED CAPACITY

- 2.1 EWP III owns and operates a 60 MW wind-powered generation facility located in Penobscot County, Maine, that is interconnected to the EGL Interconnection Line
- 2.2 Stetson Holdings owns and operates a 57 MW wind-powered generation facility located in Washington and Penobscot Counties, Maine, that is interconnected to the EGL Interconnection Line.
- 2.3 Stetson II owns and operates a 25.5 MW wind-powered generation facility located near Danforth, Maine, that is interconnected to the EGL Interconnection Line.
- 2.4 Champlain is developing an approximately 48 MW wind-powered generation facility to be located in Washington and Penobscot Counties, Maine, that will be interconnected to the EGL Interconnection Line.
- 2.5 Each Member has capacity rights in the EGL Interconnection Line up to the percentage of capacity of the EGL Interconnection Line proportionate to its Membership Interest (“Permitted Capacity”) as set forth below:

Member Name	Membership Interest
Stetson Holdings	30.4%
EWP III	32.0%
Stetson II	13.6%
Champlain	24.0%

SECTION 3 - USE OF EGL INTERCONNECTION LINE

- 3.1 Use of the EGL Interconnection Line. Each Member has the exclusive right to access and use its Permitted Capacity.
- 3.2 Line Losses. Each Member shall be responsible for line losses as set forth in the Line Loss Allocation Letter Agreement: Line 56 Connected Generators, as amended, which is included as Attachment 1 hereto (the "Line Loss Agreement").
- 3.3 Cost Reimbursement. No charges are assessed under this rate schedule.

SECTION 4 – DISPUTE RESOLUTION

- 4.1 Dispute Resolution. If a dispute arises among the Members with respect to any provision of this rate schedule or of the rights and obligations hereunder, the Members shall confer in good faith through representatives with adequate authority in an effort to resolve such dispute. If such dispute remains unresolved for forty-five (45) days after any Member first provides all other Members with a notice of that dispute, any such disputing Member may submit such dispute to the FERC for resolution. Each party agrees to waive any claims it may have with respect to the FERC’s jurisdiction over such dispute or this rate schedule. Nothing set forth in this Section 4.1 shall prevent any Member from (i) taking such action as it deems necessary in order to obtain interlocutory relief requiring compliance with, or preventing breach of, a material term of this rate schedule, or (ii) at any time, restrict or restrain any Member from initiating proceedings to have a dispute with respect to this rate schedule or the rights and obligations hereunder determined (whether in the interim or finally) by any court of competent jurisdiction.

SECTION 5 – GENERAL PROVISIONS

- 5.1 Third Parties. Nothing in this rate schedule, express or implied, is intended to confer upon any party, other than the Members, and their respective successors and permitted assigns, any rights, remedies, obligations, or liabilities under or by reason of this rate schedule, except as expressly provided herein.
- 5.2 Amendments. Any amendments to this rate schedule or terminations of service under this rate schedule to any Member will be subject to a filing with FERC under Section 205 of the Federal Power Act.

Attachment 1
Line Loss Agreement



Line Loss Allocation Letter Agreement: Line 56 Connected Generators

This Agreement covers the cost allocation of the line losses for three wind generating facilities connected to or to be connected to the generator lead connecting at the Keene Road Substation in Penobscot County, Maine.

The Effective Date of this Agreement is February 2, 2009.

This Agreement is entered into by the three current or proposed wind generating facilities (the "Parties") as follows:

Stetson Mountain Windfarm
Evergreen Wind Power V, LLC
c/o First Wind Energy, LLC
with its principal place of
business at
85 Wells Avenue, Suite 305
Newton, MA 02459;

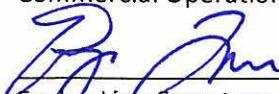
Stetson II Windfarm
Stetson Wind II, LLC
c/o First Wind Energy, LLC
with its principal place of
business at
85 Wells Avenue, Suite 305
Newton, MA 02459;

Rollins Mountain Windfarm
Evergreen Wind Power III, LLC
c/o First Wind Energy, LLC
with its principal place of
business at
85 Wells Avenue, Suite 305
Newton, MA 02459.

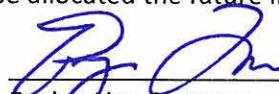
The Parties hereby enter into this agreement to allocate the line and transformer losses ("Line Losses") incurred between the three Parties on the conductors and transformers connecting the windfarms to their point of interconnection. The Line Losses will be calculated with the revenue meters owned by Bangor Hydro-Electric Company and installed at each of the respective wind farms to determine the energy production and respective losses from the wind farm to the interconnection point at the Keene Road Substation.

As the Stetson II and Rollins generation comes on line, the Line Losses will be apportioned based on the incremental losses incurred based upon the wind farm's Commercial Operation Date, as determined by the date cited in the Letter of Commercial Operation Date, the form of which is provided in the Large Generator Interconnection Agreement that each of the respective Parties either have or will enter into with ISO NE and Bangor Hydro-Electric Company.

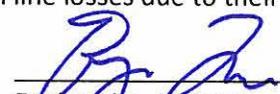
As an example, Stetson Wind Farm, with a Commercial Operation Date of January 22, 2009, which is a date prior to the other two Parties' Commercial Operation Dates, will be allocated only the losses caused by its own operation as if the other wind generating facilities were not transmitting power or contributing power causing additional line losses. The other Parties, based on their respective Commercial Operation Date, will be allocated the future incremental line losses due to their use.



Evelyn Lim, Secretary
Date: 2/2/09
Stetson Mountain Windfarm
Evergreen Wind Power V, LLC



Evelyn Lim, Secretary
Date: 2/2/09
Stetson II Windfarm
Stetson Wind II, LLC



Evelyn Lim, Secretary
Date: 2/2/09
Rollins Mountain Windfarm
Evergreen Wind Power III, LLC

**FIRST AMENDMENT
TO
LINE LOSS ALLOCATION LETTER AGREEMENT**

This First Amendment to Line Loss Allocation Letter Agreement (the “Amendment”) is entered into as of January 25, 2010 by and between Evergreen Wind Power V, LLC, (“Evergreen”), Stetson Wind II, LLC (“STE II”), Evergreen Wind Power III, LLC (“EWP III”) and Champlain Wind, LLC (“Champlain”) (Evergreen, STE II, EWP III and Champlain are sometimes hereinafter referred to each individually a “Party” or, collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain Line Loss Allocation Letter Agreement dated as of February 2, 2009 (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement to admit Champlain as a party to the Agreement pursuant to the provisions set forth herein.

NOW THEREFORE, in consideration of the mutual premises and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1.0 The third paragraph of the Agreement is hereby deleted in its entirety and is replaced with the following:

This Agreement is entered into by the four current or proposed wind generating facilities as follows:

Stetson Mountain Evergreen Wind Power V, LLC c/o First Wind Energy, LLC With its principal place of business at: 179 Lincoln St. #500 Boston, MA 02111	Stetson II Stetson Wind II, LLC c/o First Wind Energy, LLC With its principal place of business at: 179 Lincoln St. #500 Boston, MA 02111	Rollins Mountain Evergreen Wind Power III, LLC c/o First Wind Energy, LLC With its principal place of business at: 179 Lincoln St. #500 Boston, MA 02111	Bowers Mountain Champlain Wind, LLC c/o First Wind Energy, LLC With its principal place of business at: 179 Lincoln St. #500 Boston, MA 02111
--	--	--	---

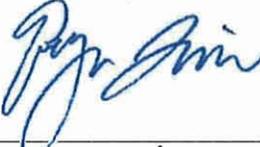
2.0 The first sentence of the sixth paragraph of the Agreement is hereby amended to include a reference to Champlain as follows:

“As the Stetson II, Rollins and Champlain generation comes on line...”

3.0 Confirmation: The Parties agree that any capitalized term not defined in this Amendment shall hold the meaning ascribed to it in the Agreement. There are no other changes to the Agreement, which is hereby fully incorporated into this Amendment by reference and reaffirmed by the Parties. The Parties further agree and collectively confirm that, except as amended by this Amendment, the Agreement remains in full force and effect.

(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first above written.

<p>Evergreen Wind Power V, LLC</p> <p></p> <p>By: _____ Name: Evelyn Lim Title: Secretary</p>	<p>Stetson Wind II, LLC</p> <p></p> <p>By: _____ Name: Elizabeth Weir Title: Assistant Secretary</p>
<p>Evergreen Wind Power III, LLC</p> <p></p> <p>By: _____ Name: Elizabeth Weir Title: Assistant Secretary</p>	<p>Champlain Wind, LLC</p> <p></p> <p>By: _____ Name: Evelyn Lim Title: Secretary</p>