

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

California Independent System Operator Corp.        )

Docket Nos. ER12-502-000

**REPLY OF  
CALIFORNIA WIND ENERGY ASSOCIATION**

California Wind Energy Association (“CalWEA”) respectfully requests leave to respond and provides this limited response to the California Independent System Operator Corp.’s (“CAISO”) answer to protests in this proceeding concerning its proposed Generator Interconnection Procedures Phase 2 (“GIP Phase 2”) tariff amendments filing.<sup>1</sup>

CAISO’s answer to CalWEA’s protest has provided many helpful clarifications in several respects, particularly concerning the treatment of incremental behind-the-meter expansions. CAISO’s answer, however, did not fully address all the points raised by CalWEA on the behind-the-meter issue, and its answer has once again confused and misinterpreted the applicable law specifying interconnection customer responsibility for securing network upgrades and the trigger for refunding the customer’s financial security. CAISO’s answer would also evade Commission review of its position on the modification or termination of generator interconnection agreements (“GIA”) in a way that mischaracterizes its tariff and the precedent on which it relies. To aid the Commission’s resolution of this case, we correct these errors below.

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<sup>1</sup> The Commission accepts answers that assist the Commission’s understanding and resolution of the issues raised in the proceeding. *See, e.g., Northeast Utils. Serv. Co.*, 116 FERC ¶ 61,094, at P 14, *reh’g denied*, 117 FERC ¶ 61,337 (2006); *MidAmerican Energy Holdings Co., et al.*, 113 FERC ¶ 61,298 at P 16 (2005). Acceptance of CalWEA’s response will assist the Commission’s understanding and resolution of the issues raised in this proceeding and will not delay such resolution. *E.g., Portland Natural Gas Transmission System, et al.*, 83 FERC ¶ 61,080, at p. 61,392 n.15 (1998).

**ANSWER**

**A. CAISO’s Position on the Interconnection Customer’s Obligation to Provide Security for Network Upgrades, and the Trigger for the CAISO to Refund That Security to the Interconnection Customers, Misstates the Applicable Law.**

*1. The interconnection customer’s responsibility to post security to finance network upgrades ends when the customer places its generating project into commercial operation.*

CalWEA urged the Commission to clarify that an interconnection customer’s duty to provide financial security for any network upgrades it may require ends once its project achieves commercial operation. As we noted, the Commission’s requirement that generators provide upfront financing for network upgrades (the sole purpose behind the required security) and associated refunds is tied to the generator successfully achieving commercial operation.<sup>2</sup> The Commission justified the funding requirement as a means to alleviate any delay that might occur if the transmission provider were required to secure funding elsewhere, and to encourage generators to make efficient siting decisions.<sup>3</sup> The security provides assurance that the project will in fact be built and require the network upgrades undertaken by the transmission provider.

CAISO erroneously contends that, under the Commission’s policy, it is not sufficient for the generator to achieve commercial operation, because removing the upfront funding condition once the interconnection customer’s project achieves commercial operation may incent the generator to make less efficient siting decisions and leave transmission customers

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<sup>2</sup> *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, FERC Stats. & Regs. ¶ 31,146, at P 731 (2003), *order on reh’g*, Order No. 2003-A, FERC Stats. & Regs. ¶ 31,160 (2004).

<sup>3</sup> Order No. 2003-A at P 613.

on the hook if the generator retires early or takes little service.<sup>4</sup> The CAISO's response is illogical and fails for several reasons.

First, continuing to require the generator to post financial security after it achieves commercial operation is contrary to the tariff and Commission policy, and serves no purpose. The CAISO tariff requires the relevant transmission owner to begin to refund the financial security posted by the interconnection customer "Upon the Commercial Operation date of the Generating Facility . . . ."<sup>5</sup> Requiring the interconnection customer to post financial security for network upgrades after the generator achieves commercial operation conflicts with the transmission owner's obligation to begin paying refunds upon the commercial operation date, and thus the CAISO's interpretation that the financial security posting obligation continues is an unreasonable interpretation of its tariff.<sup>6</sup>

As noted above, under Order 2003 the purpose of posting financial security is to ensure that the generator achieves commercial operation. The CAISO's tariff must be read in harmony with this policy. The CAISO's interpretation that the financial security posting requirement continues beyond the commercial operation date of the generator contradicts this policy, as well as its own tariff.

Second, in the previous GIP reform proceeding, the CAISO itself interpreted the security posting requirement as being necessary to provide assurances that generators are "prepared to reach commercial operation, and ensure that developers of new generation are fully capitalized."<sup>7</sup> The Commission accepted this rationale, concluding that "[t]he fundamental

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<sup>4</sup> CAISO Answer at p. 19.

<sup>5</sup> CAISO Tariff, Appendix Y, § 12.3.2.

<sup>6</sup> *Nicole Gas Production, Ltd.*, 105 FERC ¶ 61,371, at P 9 (2003) ("Like a contract, a tariff must be interpreted to give meaning to all provisions of the tariff").

<sup>7</sup> *California Independent System Operator Corp.*, 129 FERC ¶ 61,124, at P 41 (2009).

requirement of the GIPR is to ensure that the interconnection customers provide sufficient and timely financial security in order to demonstrate project viability.”<sup>8</sup> As the CAISO recognized, the key issue has been and remains that that security is required to make sure the developer actually builds the generation that requires the system upgrade. The CAISO’s new interpretation that the financial security posting obligation continues beyond the commercial operation date thus contradicts its own prior tariff interpretation.

Third, the CAISO’s new interpretation is illogical. Once a generator has achieved commercial operation, its siting decision has been made and finalized irrevocably. Thus, CAISO’s position that continuing to post financial security encourages efficient siting decisions is clearly not valid.

Obviously, if the generator has achieved commercial operation, it has also clearly demonstrated its viability, and requiring the interconnection customer to post security to assure its viability is onerous and unneeded. At that point, there is no longer any risk that the upgrades will be stranded as the CAISO claims and, therefore, there is no longer any need for the generator to post security. In this light, the CAISO’s concern about the potential for stranded network upgrades is really a ratemaking concern, “[h]owever, the upfront payment is not a rate for service, and thus is not intended to be the means by which the Transmission Provider recovers the cost of the Network Upgrades.”<sup>9</sup>

Finally, the effect of requiring the generator to post financial security after it achieves commercial operation is to give the transmission provider a low-cost source of general financing. That result is inconsistent with the Commission’s policy and the CAISO’s justification for the financial security requirements under the GIP.

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<sup>8</sup> *Id.* at P 154.

<sup>9</sup> Order No. 2003-A at P 613.

For all of these reasons, the Commission should reject the CAISO's unreasonable position that interconnection customers have a continuing obligation to post financial security after the commercial operation date of their generators.

**2. *Deferring refunds to generators until network upgrades are placed into service is contrary to CAISO's current tariff and violates settled Commission policy.***

CAISO contends that it merely wishes to "clarify" its tariff so that it is understood to mean that "network upgrades must be placed into service before customers have a right to receive repayment for such upgrades."<sup>10</sup> The CAISO's position basically means that interconnection customers cannot receive refunds for any upgrades until all upgrades are placed into service—a much more extensive restriction than the CAISO's response indicates.

The CAISO maintains that this "clarification" "best captures the Commission's intent in the Order No. 2003 series of orders . . . ."<sup>11</sup> This is not a clarification at all, but a change in the meaning of the plain language in the tariff and the imposition of a new and onerous requirement on developers that have fulfilled their commitment to bring generation into commercial service.

CAISO's contention that its clarification "best captures" Order 2003 actually contradicts what the Commission said in that order. In fact, the Commission specifically ruled that the transmission provider's refund obligation is triggered by the commercial operation date of the generator.<sup>12</sup> In the context of this ruling, the CAISO efforts to expand the purpose of the security requirement must be rejected.

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<sup>10</sup> CAISO Answer at p. 17.

<sup>11</sup> *Id.* at p. 18.

<sup>12</sup> Order No. 2003 at P 827.

The CAISO's current GIP and *pro forma* GIA clearly tie the refund obligation to the "commercial operation date" of the generator, not the in-service date of the network upgrades to provide interconnection service.<sup>13</sup> There is simply no way to interpret "commercial operation date" for the generator to mean "in-service date for network upgrades." Such network upgrades may not occur for years after the projects have achieved commercial operation.<sup>14</sup>

Moreover, tariff "clarifications" that make substantive changes to the rates, terms or conditions of service are amendments that must be filed and fully supported as such under Section 205 of the Federal Power Act.<sup>15</sup> The CAISO cannot escape the burden to justify an onerous and material change to the terms of its GIP by simply reasserting that its proposal is really just a "clarification". The Commission should, therefore, reject CAISO's proposed tariff "clarification" because it contradicts, rather than clarifies, the tariff, and imposes new and onerous conditions on financial security postings that are contrary to the Commission's express policy.

**B. The Commission Should Correct the CAISO's Misstatement of the Termination Provisions of its Tariff.**

The CAISO's *pro forma* GIA forbids it from terminating an interconnection contract without prior Commission authorization and conforming to applicable law. Commission precedent requires a transmission provider to demonstrate that the interconnection customer's failure to place its entire project into service by the commercial operation date specified in the contract constitutes a "material modification" to the original service request

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<sup>13</sup> CAISO Tariff, Appendix Y, § 12.3.2; Appendix Z, Article 11.4.1.

<sup>14</sup> For examples of this, see the Commission's orders in the following recent cases: *Southern California Edison Co.*, 137 FERC ¶ 61,055 (2011), *Southern California Edison Co.*, 134 FERC ¶ 61,087 (2011), and *Southern California Edison Co.*, 134 FERC ¶ 61,108 (2011).

<sup>15</sup> *Midwest Independent Transmission System Operator, Inc.*, 117 FERC ¶ 61,113, at P 11 (2006).

before the customer can be required to forego all or part of its queue position. As the Commission explained in the *Judith Gap* case, a material modification occurs only if a lower-queued customer is harmed, and no harm is likely if the first customer has paid for all of the required upgrades and they have been placed into service.<sup>16</sup> The Commission's policy as reiterated in *Judith Gap* is to presume that no material modification has occurred if a customer extends its commercial operation date for up to three years from the date in the contract.

CAISO urges the Commission to ignore this precedent and CalWEA's request for clarification that CAISO does not possess unfettered GIA termination rights. If the Commission were to accept CAISO's unreasonable interpretation, it would create enormous risks for generation developers without serving any valid purpose. Not only would they face the potential loss of their financial security, but they would also risk losing interconnection service for the portion of the project that is in commercial operation. This would likely lead to defaults under their power sales contracts and project financing agreements.

CAISO asks the Commission to dodge these issues by claiming that its filing did not raise them. In fact, page 14 of its GIP 2 filing places the issue squarely before the Commission when it states that the failure of an interconnection customer to achieve commercial operation for its entire project by the commercial operation date may constitute a material modification that triggers the need to submit a new interconnection request. Moreover, this statement does not exist in a vacuum but must be considered against the stakeholder process that led to the filing. During the process, CAISO's staff advised stakeholders flatly that the CAISO has the unilateral right to terminate any GIA for default if the interconnection customer fails to achieve commercial operation for any portion of its project.

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<sup>16</sup> *Judith Gap Energy LLC*, 125 FERC ¶ 61,169, at P 17 (2008).

The CAISO's answer does not deny any of this, and the CAISO could have simply said that CalWEA had not correctly stated CAISO's position if that were true, and that would have been easier and more sensible than asking the Commission to ignore the point. Instead, CAISO accused CalWEA of a collateral attack on Commission orders that supposedly hold that CAISO's tariff gives it the unilateral termination rights that it now claims.<sup>17</sup> The CAISO is mistaken because those orders made no such ruling, nor do they in any way modify the express terms of CAISO's tariff.

The unilateral termination issue was indirectly raised by the CAISO in three non-conforming GIA filings in 2011, none of which asked the Commission to confirm CAISO's interpretation.<sup>18</sup> In each of those filings, the transmission provider and CAISO sought a tariff waiver to give the interconnection customer the unilateral right to reduce its interconnection capacity if certain conditions were met. The reason for these requests was that the transmission provider could not commit to put all of the network upgrades into service until four years after the commercial operation date for the first phases of the projects. The generators thus faced service uncertainty that was an impediment to financing their projects. Against the backdrop of these "unique" circumstances, the CAISO supported the waiver request with the following explanation:

Under the ISO's pro forma LGIA, there is no provision for termination as to only one phase of a generating facility; accordingly, failure to complete any portion of the project results in the customer's default of the LGIA, *which creates the potential* that such default may trigger forfeiture of some or all of the interconnection financial security posted by the customer and *potential*

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<sup>17</sup> CAISO Answer at p. 15.

<sup>18</sup> *Southern California Edison Co.*, 137 FERC ¶ 61,055 (2011), *Southern California Edison Co.*, 134 FERC ¶ 61,087 (2011), and *Southern California Edison Co.*, 134 FERC ¶ 61,108 (2011).

termination of the entire LGIA with loss of interconnection service for the entire project.<sup>19</sup>

In summarizing the *potential* consequences, the CAISO did not claim that its tariff gives it the unilateral right to terminate a GIA for an event of default, and did not ask the Commission to rule that CAISO can unilaterally terminate a GIA without first seeking permission to do so. The Commission accepted the non-conforming GIAs in these cases “based on the unique facts and circumstances” presented in each one.<sup>20</sup> The Commission’s decision to grant the CAISO limited tariff waivers did not rule that CAISO otherwise has the unilateral right to terminate a GIA.

The CAISO’s claim that CalWEA has raised an impermissible collateral attack on this “precedent” is wrong because there was no “ruling” on the unilateral termination issue, and the CAISO is now distorting its previous position on the matter to fit the argument it tries to make. Collateral estoppel is simply inapplicable to the issue that CalWEA has raised here.<sup>21</sup>

The CAISO’s answer ignores the controlling issue, which is what the tariff actually says. The termination provision set forth in Section 2.3.4 of CAISO’s *pro forma* interconnection agreement specifies that:

Notwithstanding Articles 2.3.1, 2.3.2, and 2.3.3, *no termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this LGIA* (if applicable), which notice has been accepted for filing by FERC, and the Interconnection Customer has fulfilled its termination cost obligations under Article 2.4. (Emphasis added.)

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<sup>19</sup> E.g., *California Independent System Operator Corp.*, “ISO Service Agreement No. 2220, Non-Conforming Large Generator Interconnection Agreement,” Docket No. ER11-4512-000, at p. 6 (filed Sept. 7, 2011) (emphasis added); *California Independent System Operator Corp.*, “ISO Service Agreement No. 1828, Non-Conforming Large Generator Interconnection Agreement,” Docket No. ER11-2451-000, at p. 5 (filed Dec. 21, 2010) (emphasis added).

<sup>20</sup> 134 FERC ¶ 61,087, at P 50; 134 FERC ¶ 61,108, at P 51; 137 FERC ¶ 61,055, at P 16.

<sup>21</sup> *Nantahala Power & Light Co.*, 29 FERC ¶ 61,179, at p. 61,374 (1984) (collateral estoppel “precludes a party from relitigating identical issues decided against it”).

This provision is clear, unambiguous, and directly contradicts CAISO's position on GIA terminations.

The only reason that any clarification is necessary at all is because the CAISO and its staff have publicly, and unnecessarily, claimed the unilateral right to terminate a GIA if 100% of the capacity does not achieve commercial operation. The CAISO's reply comments could have set the issue to rest, but the CAISO instead chose to respond in a way that increases the concern. The CAISO's promise to discuss this issue further with its stakeholders in a future "GIP 3" reform proceeding provides no relief to generation developers, who now must persuade lenders that their interconnection rights will not automatically cease on the third anniversary of their chosen commercial operation date if they have the misfortune of delaying completion of a portion of their generating projects, however minor the portion or the delay may be.

The Commission should, therefore, clarify that, whatever the views of the CAISO's staff may be on the unilateral termination issue: (1) the terms of the CAISO's filed GIA will control; (2) the CAISO may not unilaterally terminate interconnection service after the third anniversary of the commercial operation date specified in the GIA; (3) if such termination rights exist, they will apply only to the uncompleted portion of the project; and (4) even in that case, the CAISO must seek such termination only by making an appropriate rate filing with the Commission. This is nothing more than the same clarification that the Commission recently provided in the MISO case.<sup>22</sup>

**C. The Commission Should Further Clarify CAISO's Behind-the-Meter Generation Proposal in Several Respects.**

The CAISO's answer to CalWEA's protest provided several important clarifications that will benefit interconnection customers, such as the clarification that

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<sup>22</sup> *Midwest Independent Transmission System Operator, Inc.*, 137 FERC ¶ 61,188, at P 29 (2011).

incremental capacity additions are not limited by fuel source for either the original generation capacity or the capacity expansion. CAISO's clarification, however, reflects a misunderstanding of CalWEA's position in certain important, but limited, respects, and so we provide the following additional comments.

***1. CalWEA suggested a reasonable cap on complementary incremental behind-the-meter capacity.***

CAISO erroneously contends that CalWEA is seeking "no limit" on the permissible amount of incremental behind-the-meter capacity.<sup>23</sup> In fact, CalWEA stated that CAISO had failed to justify the cap that it proposed, which was to limit the incremental capacity to 100 MW or 125% of the originally studied project. As CalWEA pointed out, the incremental capacity expansion is effectively limited by the maximum level of deliverability at the point of interconnection, because the combined project cannot inject more energy onto the grid than the interconnection facilities (and associated reliability upgrades) will allow.<sup>24</sup> The CAISO's GIP 2 proposal also includes an operating guide that allows it to enforce the restriction.

Against this context, the CAISO's proposed additional restrictions fail to serve any clearly identified operational or reliability purpose, and are therefore completely arbitrary. Nonetheless, CalWEA suggested that if an arbitrary additional limit is necessary, it should at least be set at a more practical level that may make the incremental expansion option commercially feasible. CalWEA thus proposed an overall cap on the behind-the-meter capacity expansion set at the lesser of the maximum generating capacity of the proposed project or 150

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<sup>23</sup> CAISO Answer at p. 25.

<sup>24</sup> This maximum level is tied to the maximum operating level, or "P<sub>MAX</sub>," of the originally proposed and studied project.

MW.<sup>25</sup> For example, a project studied at 10 MW would never be able to operate more than 10 MW of capacity on a combined basis (original project plus incremental capacity) at any one time.

CAISO's claim in its answer that CalWEA has asked the Commission to remove any restrictions on incremental behind-the-meter capacity expansions is clearly untrue. The claim also misunderstands the commercial realities of project development for two related reasons.

No developer will build unlimited incremental behind-the-meter capacity as CAISO speculates. The developer of a wind generation project with a maximum generating capacity of 100 MW will not propose to add 500 MW of incremental solar photovoltaic generation without making a formal interconnection request to increase the interconnection capacity, because it will not be able to deliver more than 100 MW into the grid based on the upgrades constructed for the base 100 MW wind project. Rather, the simultaneous energy production of the combined project is limited by the 100 MW  $P_{MAX}$  of the original project. Thus, adding more than 100 MW of incremental capacity would be uneconomic without a new interconnection request to increase the allowable  $P_{MAX}$ , which would defeat the purpose of the abbreviated study procedures.

The Commission should, therefore, find that the maximum interconnection capacity requested by the interconnection customer will effectively cap the amount of incremental behind-the-meter capacity that an interconnection customer will add, and CAISO can police the total amount of energy that the customer can deliver to the grid at any one time through its proposed operating guide. Alternatively, the Commission should find that a higher

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<sup>25</sup> CalWEA Protest at p. 14.

absolute limit is appropriate as a protective measure, with the limit set as the lesser of the total capacity of the originally proposed project or 150 MW.

**2. *The incremental capacity should be allowed to be placed into service before the entire original project is placed into commercial operation.***

CAISO contends that allowing incremental capacity to be placed into service before the originally studied project is complete would be a back-door means of increasing the size of the project during the study process.<sup>26</sup> CAISO appears to have misunderstood CalWEA's position.

To begin with, CAISO's own proposal is to provide an abbreviated study process through which the interconnection customer can increase the size of its project during the study process for the original project, so that is not the issue. Rather, the issue is when can the incremental capacity become operational? As a matter of safety and reliability, the interconnection customer cannot energize its facilities (whether the original project or the incremental project) until the transmission owner has completed the installation of the required reliability upgrades at a minimum (or conducted a Limited Operations study finding that project operation would be consistent with system reliability), which is reflected in the CAISO's proposal.

Thus, the question boils down to whether incremental behind-the-meter capacity can be placed into service before the *entire* studied project goes into service, so long as necessary reliability upgrades are in service. Renewable projects are often built in phases (a theme reflected throughout CAISO's filing), and so requiring all of "the project" to be placed into service before any incremental behind-the-meter capacity can be added could delay the

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<sup>26</sup> CAISO Answer at p. 27.

efficiency benefits of the behind-the-meter expansion plan for years, leading to less-efficient use of the transmission system.

Instead, the interconnection customer should be able to add incremental behind-the-meter capacity up to the portion of the project that has been placed into service, subject to an overall cap at the lesser of the maximum capacity of the original project or 150 MW (assuming the Commission agrees that such a cap is necessary). This of course presumes that the necessary reliability upgrades are in service for a portion of the original project. For example, an interconnection customer with a 300 MW project that has placed 100 MW into service would be able to add up to 100 MW of incremental capacity, and then could add up to an additional 50 MW of incremental capacity in conjunction with the commercial operation of the remaining 200 MW of the original project. Another interconnection customer with a 50 MW project that has placed 25 MW into service would be able to add up to 25 MW of incremental capacity, and then could add up to an additional 25 MW when the customer places the remaining 25 MW of its original project into service.

The CAISO's worries about circumventing the study process are misplaced, because the interconnection customer cannot energize the interconnection if the facilities required for safe and reliable operation have not been placed into service, which will not occur without a signed (or FERC-filed) interconnection agreement. Likewise, the CAISO's evident concern that the interconnection customer might attempt some sort of "bait and switch" by installing incremental solar generation and then never install the originally proposed wind generation is also not realistic, and would not occur under CalWEA's procedures in any event.

3. *The CAISO should clarify that it will update the Net Qualifying Capacity for a plant that adds incremental behind-the-meter capacity.*

CAISO did not directly respond to CalWEA's request that the "Net Qualifying Capacity" for a project should be updated to reflect the generation capacity mix of the expanded project up to the deliverability capacity level originally studied for the project.<sup>27</sup> It is essential for this issue to be clearly addressed in conjunction with the behind-the-meter tariff revision, because it has important implications for how these projects will be treated.

In determining the deliverability network upgrades required to classify a renewable resource as a deliverable resource, the CAISO has traditionally modeled renewable resources at a much higher capacity value than they would qualify for based on actual performance. For example, CAISO studies wind resources at 40 to 64 percent of their nameplate capacity and solar PV resources at 100% of their nameplate capacity when determining their delivery network upgrades. Based on their generation performance, however, the Net Qualifying Capacity of wind and solar PV resources interconnecting to the CAISO controlled grid is calculated to be around 15% and 80%, respectively. Hence, CAISO assigns a larger network delivery upgrade cost responsibility (and hence a higher potential transmission deliverable capacity value) to wind or solar PV resources than their Net Qualifying Capacity requires.

Allowing the addition of behind-the-meter complementary generation technology to any generation plant improves the performance of that plant, allowing it to raise its Net Qualifying Capacity value and potentially making fuller use of the transmission deliverable capacity assigned to that plant. This benefits the plant and the ratepayers who fund the delivery network upgrades. As a result, it is important that the CAISO update the Net Qualifying

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<sup>27</sup> CalWEA Protest at p. 19.

Capacity of a plant that has added behind-the-meter generation capacity, based on its performance, and assign the plant an updated Net Qualifying Capacity value, up to the full transmission deliverable capacity value originally assigned to the plant.

## CONCLUSION

WHEREFORE, the Commission should (1) accept CalWEA's reply comments set forth above, (2) hold that interconnection customers have no further obligation to post financial security for the construction phase if their projects achieve commercial operation before the transmission owner begins construction of required network upgrades, (3) clarify that CAISO has no unilateral authority to terminate a GIA for default without seeking permission from the Commission first, (4) require CAISO to permit interconnection customers to use the abbreviated procedures to place incremental behind-the-meter capacity into service with the capacity capped at the size of the original project or, alternatively, capped at the lesser of the capacity of the original project or 150 MW, (5) permit interconnection customers to place incremental capacity in service in conjunction with any portion of their originally studied project that achieves commercial operation, and (6) clarify that the CAISO must update the Net Qualifying Capacity for a project to reflect incremental capacity additions and assign the project a Net Qualifying Capacity value up to the full transmission deliverable capacity value assigned to the original project.

Respectfully submitted,

**/s/ Raymond B. Wuslich**

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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding, in accordance with Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010 (2011).

Dated at Washington, D.C., this 23rd day of January, 2012.

*/s/ Katherine L. Konieczny*

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