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April 7, 2016

VIA eFILING

Hon. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

**RE: Copper Mountain Solar 2, LLC
Joint Use Agreement
Docket No. ER16-_____**

Dear Ms. Bose:

Copper Mountain Solar 2, LLC (CMS2) submits for filing pursuant to Section 205 of the Federal Power Act (FPA) (16 U.S.C. § 824d) and Part 35 of the Commission's regulations (18 C.F.R. Part 35) a Joint Use Agreement relating to shared use of four transmission support structures (Gen-tie Poles) with its affiliate, Copper Mountain Solar 4, LLC (CMS4).

I. BACKGROUND AND PARTIES TO THE AGREEMENT

The parties to the Joint Use Agreement are CMS2, CMS4, and Sempra Global Services, Inc. (SGS).¹ The Joint Use Agreement governs the terms and conditions under which CMS2 and CMS4 will own, utilize, operate, and maintain their interests the shared Gen-tie Poles.

CMS2 owns and operates a solar photovoltaic (PV) generation facility located in Clark County, Nevada and interconnected to the Merchant switchyard. CMS2 is authorized to make

¹ Each of the parties to the Joint Use Agreement is a wholly- or partially-owned indirect subsidiary of Sempra Energy, which is a publicly-traded public utility holding company based in San Diego, California, that provides, through various subsidiaries and affiliates, a wide spectrum of electric, natural gas, and energy-related products and services to a diverse range of customers. Sempra Energy also wholly owns Southern California Gas Company (SoCalGas) and San Diego Gas & Electric Company (SDG&E). SoCalGas, a natural gas distribution company and Hinshaw pipeline regulated by the California Public Utilities Commission, serves customers through most of southern California and part of central California. SDG&E is a public utility with a franchised service territory that provides electric and natural gas service in San Diego County and southern Orange County, California. SDG&E owns transmission facilities and is a Participating Transmission Owner in the market operated by the California Independent System Operator Corporation (CAISO), which has an open access transmission tariff (OATT) on file with the Commission. Transmission service over SDG&E's transmission facilities is provided under the terms and conditions of the CAISO OATT.

wholesale sales of electric energy, capacity, and ancillary services at market-based rates, has received waivers relating to regulations in connection with its ownership of interconnection facilities,² and is an exempt wholesale generator (EWG) pursuant to Part 366 of the Commission's regulations under the Public Utility Holding Company Act of 2005.³

CMS4 is constructing, and will own and operate, a solar PV facility adjacent to the CMS2 facility. The CMS4 facility is also to be interconnected to the Merchant switchyard. CMS4 submitted an application pursuant to FPA section 205 for Commission authorization to sell energy, capacity and ancillary services at market-based rates in Docket No. ER16-1327-000 on April 1, 2016, and is an EWG.⁴

II. REQUEST FOR ACCEPTANCE FOR FILING OF THE AGREEMENT

CMS2 files the Joint Use Agreement as a rate schedule, providing for the terms and conditions under which CMS2 and CMS4 will own, operate and maintain the Gen-tie Poles.⁵ CMS2 and CMS4 are responsible for a share of the operation and maintenance costs of the Gen-tie Poles, which are used to support 230kV conductors (which conductors are separately owned by each of CMS2 and CMS4) that interconnect their respective generation facilities to the Merchant switchyard. The shared Gen-tie Poles will provide CMS2 and CMS4 the ability to connect their respective projects to the Merchant switchyard without the need to build costly and redundant facilities to accomplish the same purpose. The Joint Use Agreement terms and conditions are consistent with similar agreements that the Commission has accepted for filing.⁶

None of the parties to the Joint Use Agreement will provide FERC-jurisdictional services to the other or pay another party for jurisdictional services under the agreement; rather, they will share the cost of an operator, SGS, which, acting as an agent of CMS2 and CMS4, will manage, operate, and maintain the Gen-tie Poles on their behalf. The Joint Use Agreement is not intended to establish rates, terms, or conditions for the provision of a FERC-jurisdictional service, and none of the parties thereto have collected revenues from the others parties for the provision of a FERC-jurisdictional service under the Joint Use Agreement.

As described below, CMS2 respectfully requests acceptance of the Joint Use Agreement effective as of April 8, 2016.

² See *Copper Mountain Solar 2, LLC*, 140 FERC ¶ 61,074 (2012).

³ Notice of Effectiveness of EWG Status issued Jul. 12, 2012 in Docket No. EG12-59-000.

⁴ See "Notice of Self-Certification of Exempt Wholesale Generator Status," Docket No. EG16-76-000 (filed Mar. 29, 2016).

⁵ The Gen-tie Poles are Interconnection Customer Interconnection Facilities, as that term is contemplated in section 35.28(d) of the Commission's regulations.

⁶ See e.g., *Mesquite Solar 1, LLC*, Docket No. ER16-525-000, *et al.* (Letter Order dated Feb. 9, 2016); and *Mesquite Solar 1, LLC*, Docket No. ER15-585-000, *et al.* (Letter Order dated Jan. 22, 2015).

III. COMPLIANCE WITH RATE SCHEDULE FILING REQUIREMENTS

A. Contents of Filing

CMS2 provides the following information in compliance with the Commission's requirements under Part 35 of its regulations:

1. This transmittal letter;
2. An electronic tariff record in XML format which reflects the Joint Use Agreement (Rate Schedule No. 2, Joint Use Agreement, 2.0.0), without Exhibits due to FERC eTariff size limitations; and
3. A separate pdf file containing the Joint Use Agreement, including Exhibits.

B. Communications

Communications and correspondence concerning this filing should be directed to the following:

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488 8th Ave. HQ12S1
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C. No Costs Adjudged Illegal, Duplicative, or Unnecessary

None of the costs related to this filing have been alleged in any administrative or judicial proceeding to be illegal, duplicative, or unnecessary costs that are demonstrably the product of discriminatory practices.

D. Effective Date and Waiver

CMS2 requests that the Commission accept the Joint Use Agreement effective as of April 8, 2016. Pursuant to sections 35.3 and 35.11 of the Commission's regulations, CMS2 requests any waivers of the Commission's regulations required to allow an April 8, 2016 effective date. Good cause exists to grant the requested waiver, in that the subject facilities are limited to Interconnection Customer Interconnection Facilities as contemplated in section 35.28(d) of the Commission's regulations, the grant of the waiver will enable CMS2 and CMS4 to utilize the Gen-tie Poles on a timely basis, and the requested waiver is consistent with the Commission's acceptance of similar agreements.⁷

⁷ *Id.*

E. ETariff Compliance

The Joint Use Agreement is filed as a rate schedule of CMS2 and CMS4, in that each is or will be a jurisdictional public utility under the FPA. In compliance with the filing requirements identified in Order No. 714, P 63,⁸ CMS4 designates CMS2 as the single filer of the Joint Use Agreement, and is concurrently filing a certificate of concurrence.

IV. CONCLUSION

For the reasons discussed above, CMS2 respectfully requests that the Commission accept the Joint Use Agreement effective April 8, 2016.

Respectfully submitted,

/s/ Daniel A. King
Daniel A. King

On behalf of Copper Mountain Solar 2, LLC

⁸ *Electronic Tariff Filings*, 73 FR 57515 (2008).