

August 26, 2016

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

Re: *NextEra Blythe Solar Energy Center, LLC*, Docket No. ER16-_____-000
Filing of Shared Facilities Agreement

Dear Ms. Bose,

Pursuant to section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, and sections 35.12 and 385.307 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) Rules of Practice and Procedure, 18 C.F.R. §§ 35.12, 385.207 (2015), NextEra Blythe Solar Energy Center, LLC (“Blythe Energy Center”) submits for filing the Shared Facilities Agreement between Blythe Energy Center, Blythe Solar 110, LLC (“Blythe Solar 110”), Blythe Solar II, LLC (“Blythe Solar II”), Blythe Solar III, LLC, (“Blythe Solar III”), and Blythe Solar IV, LLC (“Blythe Solar IV”), dated as of August 25, 2016, designated as NextEra Blythe Solar Energy Center, LLC Rate Schedule FERC No. 2 (“Shared Facilities Agreement” or “Agreement”). Blythe Energy Center respectfully requests that the Commission accept this initial rate schedule for filing with an effective date of December 18, 2015 and grant any waivers required to effectuate this request.

I. REASON FOR FILING

Blythe Energy Center, a Delaware limited liability company, is a direct subsidiary of Blythe Solar 110, a Delaware limited liability company, which holds a 25% ownership interest; Blythe Solar II, a Delaware limited liability company, which holds a 25% ownership interest; Blythe Solar III, a Delaware limited liability company, which holds a 25% ownership interest; and Blythe Solar IV, a Delaware limited liability company, which holds a 25% ownership interest. Each of Blythe Solar 110, Blythe Solar II, Blythe Solar III and Blythe Solar IV is a wholly-owned direct subsidiary of Blythe Solar Holdings, LLC, a Delaware limited liability company, which in turn is a wholly-owned direct subsidiary of ESI Energy, LLC. ESI Energy, LLC is a wholly-owned direct subsidiary of NextEra Energy Resources, LLC (“NextEra Resources”), which is a wholly-owned direct subsidiary of NextEra Energy Capital Holdings, Inc., a Florida corporation, which in turn is a wholly-owned direct subsidiary of NextEra Energy, Inc. (“NextEra”), a Florida corporation.

Blythe Energy Center owns interconnection facilities and is party to a Large Generator Interconnection Agreement (the “LGIA”) by and among itself, Southern California Edison Company (“SCE”) and the California Independent System Operator Corp. (“CAISO”), pursuant to which Blythe Energy Center has the right to receive interconnection services for one or more generating facilities with the aggregate capacity not to exceed 485 MW at the point of interconnection (“POI”) (the gross nameplate rating of the generating facilities at the inverter terminals is 521.2 MW).

Blythe Solar 110 owns and operates a solar electrical generation facility having a right to deliver up to 100 MW at the point of interconnection, while Blythe Solar II owns and operates a solar

electrical generation facility having the right to deliver up to 125 MW at the point of interconnection. Blythe Solar III is developing and will own and operate a solar electrical generation facility having the right to deliver up to 125 MW at the point of interconnection, and Blythe Solar IV is developing and will own and operate a solar electrical generation facility having the right to deliver up to 125 MW at the point of interconnection.

Blythe Energy Center owns, leases, and/or operates certain facilities (the "Shared Facilities") that are necessary for the interconnection of each of the projects of the affiliated companies to SCE's electric transmission system. The Shared Facilities include an approximate ten mile, 220 kV double circuit tower generation tie line, along with other related equipment, which are further defined in Exhibit A to the Shared Facilities Agreement. The parties entered into the Shared Facilities Agreement in order to allow Blythe Solar 110, Blythe Solar II, Blythe Solar III, and Blythe Solar IV (collectively, the "Licensees") the right to use the Shared Facilities in order to deliver their energy to SCE's Colorado River Substation.

The key terms and conditions of the Shared Facilities Agreement include, in Section 2, that Blythe Energy Center grants the Licensees the non-exclusive right to use the Shared Facilities for the purposes of the operation of their projects. Section 3 describes the nature of the services under the Agreement, and the obligations of the parties, which includes a prohibition against materially limiting the reasonable access and utilization of the Shared Facilities. Section 4 dictates how the maintenance and operation costs of the Shared Facilities are to be paid, with Blythe Solar 110 and Blythe Solar II sharing the costs equally, until either Blythe Solar III or Blythe Solar IV energizes, in which case 1/3 would be paid by Blythe Solar 110, 1/3 would be paid by Blythe Solar II, and 1/3 would be paid by either Blythe Solar III or Blythe Solar IV, whichever energized first. Once all of the projects are energized, the costs would be divided equally among the Licensees at 25%. Section 6 contains certain covenants, including allocation of capacity and the priority of curtailment in the event of curtailments pursuant to the LGIA. Section 6 also addresses the payment of studies, upgrades and facilities by requiring the Licensee whose project requires the upgrade to pay for them.

None of the parties to the Shared Facilities Agreement will provide FERC-jurisdictional services to any other party or pay another party for jurisdictional services under the agreement. Rather, each of the Licensees will share the costs of operation of the Shared Facilities owned by Blythe Energy Center, which owns, operates, and maintains the facilities.

Accordingly, in compliance with Section 205 of the FPA and section 35 of the Commission's regulations, Blythe Energy Center hereby submits for filing the Shared Facilities Agreement and requests an effective date of December 18, 2015, as well as any necessary waivers to effectuate the requested effective date.

II. COMMUNICATIONS

Blythe Energy Center requests that service be made and communications be directed to the persons listed below, who are designated for inclusion on the official service list for this proceeding pursuant to Rules 203(b)(3) and 2010:

Joel Newton
Senior Attorney
NextEra Energy Resources, LLC
801 Pennsylvania Avenue, N.W., Ste. 220
Washington, D.C. 20004
(202) 347-7126
Joel.newton@nexteraenergy.com

John Lilyestrom
Hogan Lovells
555 Thirteenth Street, NW
Washington, DC 20004
(202) 637-5600
John.lilyestrom@hoganlovells.com

III. INFORMATION REQUIRED BY 18 C.F.R. PART 35

This is an initial rate schedule filing. As such, Blythe Energy Center submits the following information required by Section 35.12 of the Commission's regulations.

A. List of Documents Submitted with the Filing

This filing consists of:

1. This transmittal letter;
2. A copy of the executed Shared Facilities Agreement designated as Rate Schedule FERC No. 2, attached as Exhibit A.

B. Description of the Rate Schedule

As described above, the Shared Facilities Agreement provides Blythe Solar 110, Blythe Solar II, Blythe Solar III, and Blythe Solar IV the non-exclusive right to access and utilize the Shared Facilities owned by Blythe Energy Center as necessary to connect their projects to the electric grid.

C. Showing that All Requisite Agreements Have Been Obtained

The primary circumstance that demonstrates that all requisite agreements for the shared facilities have been obtained is that the Shared Facilities Agreement was freely negotiated and executed by all parties to the agreement. The agreement of non-parties is not required.

D. Estimates of Transactions and Revenues by Month and Year, and Basis for the Rate or Change

The only charges related to the Shared Facilities Agreement consist of the operation and maintenance expenses. Because these charges reflect a pass through of actual costs, Blythe Energy Center requests a waiver of the requirement to provide an estimate of future transactions and revenues under the agreement.

E. Comparison of Rate to Other Rates of Blythe Energy Center

Blythe Energy Center has no other rate schedules related to transmission. Blythe Energy Center has filed for authorization to make market-based rate sales,¹ but such sales are unrelated to the services provided under the Shared Facilities Agreement.

F. Material Required to be Furnished Under Statement BL

This material is not applicable, and has therefore been omitted.

IV. REQUESTED EFFECTIVE DATE AND WAIVER

Blythe Energy Center requests that the Commission accept the Shared Facilities Agreement effective as of December 18, 2015, the date that Blythe Energy Center first began providing service to the Licensees (i.e., the date that Blythe Solar 110 first began producing test energy). Pursuant to 18 C.F.R. §§ 35.3 and 35.11, Blythe Energy Center requests any waivers of the Commission's regulations required to allow a December 18, 2015 effective date. Good cause exists to grant the requested waiver because all parties to the Shared Facilities Agreement accept the requested effective date, the requested effective date is the date service began and there are no rates or charges under the Shared Facilities Agreement, other than the pass through of actual costs. The Commission has approved a similar waiver under similar circumstances.² In the event the Commission does not grant the requested effective date, Blythe Energy Center requests waiver of the Commission's prior notice regulations to permit an effective date of August 27, 2016, the day after filing.³

¹ *NextEra Blythe Solar Energy Center, LLC*, Request for Authorization to Sell Energy and Capacity at Market-Based Rates and Request for Waiver of the 60-Day Notice Requirement, Docket No. ER16-2443-000 (submitted August 18, 2016). Blythe Energy Center explained at page 15 of the filing in Docket No. ER16-2443-000 that "pursuant to section 35.28(d)(2) of the Commission's regulations, its ownership and its affiliates' ownership of interconnection customer interconnection facilities qualifies it for waivers from the Commission's open access transmission tariff, OASIS and standards of conduct requirements."

² See *CED White River Solar, LLC*, 148 FERC ¶ 61,155 (2014) (accepting an April 28, 2014 requested effective date for a Co-Tenancy and Common Facilities Agreement filed on May 28, 2014).

³ If the Commission denies the request for a December 18, 2015 effective date, no refunds should be required. As the Commission explained in *CED Corcoran Solar, LLC*, 152 FERC ¶ 61,075 at P 10 (2015), where an agreement such as the Shared Facilities Agreement "provides only for the pass through of actual operating and maintenance costs, and it therefore appears that requiring [applicant] to refund the time value of monies it has collected from [other parties to the agreement] would indeed cause [applicant] to suffer a loss . . . , no time value refunds are due and no refund report is required."

V. CONCLUSION

WHEREFORE, Blythe Energy Center respectfully requests that the Commission accept for filing the Shared Facilities Agreement designated as Rate Schedule FERC No. 2, as described herein, with an effective date of December 18, 2015, and that the Commission grants waiver of any regulation or rule necessary to enable the requested action, including waiver of the prior notice requirement, for good cause shown.

Respectfully submitted,

Joel Newton
Senior Attorney
NextEra Energy Resources, LLC
801 Pennsylvania Avenue, N.W., Ste. 220
Washington, D.C. 20004
(202) 347-7126
Joel.newton@nexteraenergy.com

/s/ John R. Lilyestrom
John Lilyestrom
Hogan Lovells
555 Thirteenth Street, NW
Washington, DC 20004
(202) 637-5600
John.lilyestrom@hoganlovells.com

Attorneys for NextEra Blythe Solar Energy Center, LLC