

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Order Instituting Rulemaking to Continue  
Implementation and Administration of California  
Renewables Portfolio Standard Program.

Rulemaking 08-08-009  
(Filed August 21, 2008)

**COMMENTS OF THE CALIFORNIA WIND ENERGY  
ASSOCIATION AND THE LARGE-SCALE SOLAR ASSOCIATION  
ON PROPOSED DECISION CONDITIONALLY ACCEPTING 2011 RENEWABLES  
PORTFOLIO STANDARD PROCUREMENT PLANS AND INTEGRATED  
RESOURCE PLAN SUPPLEMENTS**

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March 3, 2011

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**I. INTRODUCTION**

Pursuant to Rule 14.3 of the California Public Utilities Commission’s (“CPUC” or “Commission”) Rules of Practice and Procedure, the California Wind Energy Association (“CalWEA”) and the Large-scale Solar Association (“LSA”) respectfully submit these comments on Administrative Law Judge (“ALJ”) Mattson’s proposed *Decision Conditionally Accepting 2011 Renewables Portfolio Standard Procurement Plans and Integrated Resource Plan Supplements* (“Proposed Decision”).

CalWEA and LSA agree with many of the provisions in the Proposed Decision. For example, CalWEA and LSA support the Proposed Decision’s conclusion “that a reasonably simple approach to economic curtailment is best”<sup>1</sup> and the Proposed Decision’s determination that projects do not need to be fully deliverable in order to participate in Renewables Portfolio Standard (“RPS”) solicitations.<sup>2</sup>

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<sup>1</sup> Proposed Decision at 16.

<sup>2</sup> *Id.* at 18.

Other provisions of the Proposed Decision, however, should be modified. Specifically, CalWEA and LSA respectfully recommend the following revisions to the Proposed Decision:

A. The Commission should require the investor-owned utilities (“IOUs”) to adopt a modified version of the Pacific Gas and Electric Company (“PG&E”) economic curtailment proposal to (1) ensure that the seller is compensated for economic curtailments initiated by the buyer regardless of the entity that provides the curtailment instruction, and (2) compensate the seller for the after-tax value of production tax credits (“PTC”) for energy that would have been generated but for the curtailment;

B. The Commission should require the IOUs to amend their non-disclosure agreements to permit bidders/sellers to discuss the bidding and negotiating process with the Commission to ensure a robust procurement process; and

C. The Commission should reject proposals to allocate the risks of the California Independent System Operator Corporation’s (“CAISO”) Standard Capacity Product (“SCP”) to sellers.

Each of these recommendations is addressed in greater detail below. In addition, specific suggested revisions to the proposed Findings of Fact and Conclusions of Law are set forth in Appendix A.

## II. ARGUMENT

### A. **The Commission Should Require The IOUs To Adopt A Modified Version Of The PG&E Economic Curtailment Proposal**

The Proposed Decision states that “it is reasonable for IOU pro forma contracts to include provisions for economic curtailment,” but that “a reasonably simple approach is best” and that “PG&E’s approach is the simpler of the two proposals presented.”<sup>3</sup> CalWEA and LSA agree

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<sup>3</sup> Proposed Decision at 16.

that PG&E's economic curtailment proposal is unquestionably simpler and should form the basis for any economic curtailment language proposed by each of the three IOUs. However, there are still two fundamental issues with PG&E's proposal that must be addressed to provide a reasonable "uniform approach from which parties may negotiate, if necessary."<sup>4</sup> Specifically, the Proposed Decision should be revised to require the IOUs to adopt the PG&E proposal, as modified to (1) ensure that the seller is compensated for economic curtailments initiated by the buyer regardless of the entity that provides the curtailment instruction, and (2) compensate the seller for the after-tax value of PTCs for energy that would have been generated but for the curtailment.

**1. The PG&E Proposal Must Be Revised To Ensure That The Seller Is Compensated For Economic Curtailment Initiated By The Buyer Regardless Of The Entity That Provides The Curtailment Instruction**

As described at length in the CalWEA/LSA response to PG&E's Motion for Updates to Its 2010 Renewable Energy Plan ("PG&E First Motion"), the assertion of discretionary curtailment rights by Southern California Edison Company ("SCE") in this proceeding has created an environment in which both renewable energy developers and the financing community have become highly sensitive to curtailment issues in power purchase agreements ("PPA").<sup>5</sup> As a result, a developer seeking financing will likely be required to explain why the project is not exposed to one of SCE's interpretations of its curtailment rights or a corollary argument by one of the other IOUs that it can curtail the project, without compensation, anytime bids don't clear the applicable CAISO market or in response to any other circumstance that is created by an economic choice by the buyer. To avoid this impediment to obtaining project

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<sup>4</sup> Proposed Decision at 16.

<sup>5</sup> CalWEA/LSA Response to PG&E First Motion (March 4, 2010) at 4-6.

financing, the PG&E economic curtailment proposal must clearly establish that Seller will be compensated for economic curtailment. Specifically, the PG&E economic curtailment proposal must be revised to ensure that the seller is compensated for economic curtailment initiated by the buyer regardless of whether it is the buyer or the CAISO that provides the curtailment instruction to the seller.

The current version of PG&E's proposed pro forma PPA provides that PG&E will compensate the seller only for economic curtailment where the curtailment instruction is provided by PG&E. Section 4.1 of the pro forma PPA provides that PG&E will pay the seller for "Deemed Delivered Energy," which is defined, in part, as the energy that would have been produced and delivered, but is not produced and delivered during a "Buyer Curtailment Period."<sup>6</sup> But "Buyer Curtailment Period" is defined, in part, as the period of time during which PG&E orders the seller to curtail.<sup>7</sup> Thus, PG&E's language is susceptible to an argument that the seller will not be compensated for economic curtailment if there is an instruction from the CAISO to curtail the project,<sup>8</sup> even if that instruction is the result of PG&E's actions or omissions, such as a failure to submit a bid for the project, submission of a bid for the project that fails to clear the applicable CAISO market, or initiation of any other action that indicates to the CAISO a willingness to curtail or reduce generation from the project based on economic considerations. If accepted, this argument would eliminate the benefits that the PG&E proposal appears to provide – economic curtailments would no longer be limited to 5% of expected annual output, and the seller would no longer be compensated for all economic curtailment. As such, the PG&E economic curtailment proposal must be revised to ensure that the seller is compensated for

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<sup>6</sup> PG&E 2010 pro forma RPS PPA §§ 1.57, 4.1 (June 2, 2010 version).

<sup>7</sup> PG&E 2010 pro forma RPS PPA § 1.16 (June 2, 2010 version).

<sup>8</sup> The CAISO has the right to provide operating instructions directly to Participating Generators. *See e.g.*, CAISO Tariff § 6.1.1.

economic curtailment initiated by the buyer regardless of which entity provides the curtailment instruction to the seller.

Moreover, PG&E has already acknowledged that it should compensate the seller for economic curtailments initiated by PG&E and committed to the Commission that it would resolve this issue.<sup>9</sup> In responding to the initial concerns expressed by CalWEA and LSA that PG&E's language was too narrow, PG&E explained that "PG&E, CalWEA and LSA are aligned in concept . . . that actions initiated by PG&E to reduce scheduled generation expected to be produced by the facility shall be reimbursed by PG&E."<sup>10</sup> Further, PG&E expressly committed that it would revise its pro forma RPS PPA to address this issue, stating that "PG&E intends to refine its contract language prior to the June, 2010 compliance filing as it gains market experience from ongoing negotiations."<sup>11</sup>

Notwithstanding this clear statement, PG&E never proposed any revised language to capture its stated intent that the seller should be compensated for curtailments by the CAISO that result from "actions initiated by PG&E to reduce scheduled generation expected to be produced by the facility."<sup>12</sup> Given the significance of these curtailment provisions to the viability of renewable energy projects, the Commission should hold PG&E to its commitment. The Proposed Decision must be revised to require the IOUs to adopt the PG&E proposal, as modified to ensure that the seller is compensated for economic curtailments initiated by the buyer even if the buyer does not provide the curtailment instruction.

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<sup>9</sup> See PG&E Reply to CalWEA's and LSA's Response Regarding Motion for Update to PG&E's 2010 Renewable Energy Procurement Plan ((March 15, 2010) at 3 ("PG&E Reply To CalWEA/LSA Response to PG&E First Motion").

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

Specifically, CalWEA and LSA propose that the proposed PG&E pro forma PPA should be revised by replacing the current proposed definitions of “Buyer Curtailment Period” and “Buyer Curtailment Order” with the following:

“Buyer Curtailment Period” means the period of hours during which Seller has been instructed to curtail output pursuant to a Buyer Curtailment Order.

“Buyer Curtailment Order” means (A) the written instruction from Buyer to Seller in compliance with Section 3.1(o)(i) ordering that Seller reduce generation from the Project by the amount, in whole MWh increments, and for the period of time set forth in such order, and/or (B) an instruction from the CAISO or the Participating TO to Seller directing Seller to reduce generation from the Project because (I) Buyer failed to submit a bid, schedule, or equivalent submission in respect of the Project, (II) a bid, schedule, or equivalent submission in respect of the Project was not accepted, scheduled, or awarded, in full or in part, in the applicable CAISO market, or (III) Buyer otherwise indicated to the CAISO or the Participating TO, by act or omission, that the output of the Project was subject to reduction.

**2. The PG&E Proposal Should Be Revised To Compensate The Seller For The After-Tax Value Of Production Tax Credits For Energy That Would Have Been Generated But For The Curtailment**

As the Proposed Decision notes, economic curtailment by the buyer “may result in the seller losing certain tax advantages (i.e., production tax credits or PTC),” but “PG&E does not propose reimbursement for the lost PTCs.”<sup>13</sup> This approach unduly discriminates between renewable energy generation technologies and deviates from the approach taken by other investor-owned utilities in the western United States with respect to PTC-eligible renewable projects.<sup>14</sup> Thus, the Proposed Decision should be revised to modify the PG&E economic curtailment proposal to require the buyer to compensate the seller for the after-tax value of the PTCs for energy that would have been generated but for the economic curtailment.

<sup>13</sup> Proposed Decision at 14.

<sup>14</sup> See e.g., Public Service of Colorado pro forma PPA §§ 7.4, 8.2, and definition of “Tax Benefits”.

As CalWEA and LSA explained in response to PG&E's first motion to amend its RPS plan, renewable energy projects typically utilize PTCs, which are available for actual production over time on a volumetric basis, or the investment tax credit ("ITC"), which is independent of production volumes or timing.<sup>15</sup> This means that a seller relying on PTCs will lose the tax credits attributable to energy that is not generated due to an economic curtailment, whereas a seller relying on the ITC would not experience any impairment in the value of the ITC as a result of the same economic curtailment.

Because the PG&E proposal does not provide for reimbursement of the after-tax value of the PTCs lost due to the economic curtailment, the PG&E proposal unduly discriminates against renewable technologies that rely upon the PTC, which is the only form of tax credit that has generally been available to some renewable technologies, such as wind.<sup>16</sup> As noted above, a curtailment order reduces the revenue stream received by a seller claiming PTCs by precluding the seller's ability to claim the PTC, but does not affect the revenue stream received by a seller claiming the ITC. Thus, the PG&E proposal compensates a seller relying on the ITC for 100% of the revenue lost by that seller due to the economic curtailment, but compensates a seller relying on the PTC for only approximately 75% of the revenue lost by that seller due to the economic curtailment during the first 10 years of the contract when the PTC is applicable.<sup>17</sup> Because the PG&E economic curtailment proposal would hold harmless a seller relying on the ITC, while compensating a seller relying on the PTC for only 75% of the harm imposed by the

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<sup>15</sup> CalWEA/LSA Response to PG&E First Motion at 5.

<sup>16</sup> Currently, a wind project has the ability to elect to take the ITC in lieu of the PTC pursuant to changes originally instituted by the American Reinvestment and Recovery Act of 2009 ("ARRA"). Prior to ARRA, however, wind was only eligible for PTC, and there is currently no indication that the ITC/PTC election will be extended.

<sup>17</sup> Assuming a PTC value of \$21/MWh and a 35% tax rate, the after-tax value of the PTC is approximately \$32/MWh [ $21/(1-0.35) = 32.30$ ]. Assuming a PPA energy price equal to the 2009 MPR for a project coming on-line in 2010 with a 20-year term (\$96.74/MWh), reimbursement of only the PPA price yields only approximately 75% of the seller's expected revenue  $\{[96.74/(96.74 + 32.30)] = 0.7496\}$ .

economic curtailment, the PG&E proposal unduly discriminates against renewable technologies that rely upon the PTC.

Moreover, the failure to provide compensation for lost PTCs is unduly discriminatory because it will cause renewable technologies that rely on the PTC to increase their bid prices, thereby becoming less competitive. As noted above, a curtailment order affects the value of the tax benefits available to a seller claiming PTCs, but does not affect the value of tax benefits available to a seller claiming the ITC. Thus, the seller relying on PTCs will have to increase the contract price applicable to 100% of the expected annual energy production by enough to cover the value (on an after-tax basis) of the lost PTCs for 5% of the expected annual energy production. A seller with the same starting contract price but relying on the ITC, on the other hand, would not have to increase the contract price. As a result, the project claiming PTCs would appear more expensive than the project claiming the ITC, which adversely affects its competitive position.

Furthermore, as The Utility Reform Network (“TURN”) and others have previously explained in this proceeding,<sup>18</sup> requiring the seller to “price it in” when setting a bid price results in higher costs for IOU customers. Here, if a project relying on the PTC were selected notwithstanding the increased bid price, the IOUs ratepayers would be required to bear the cost of the assumption that the economic curtailment option was exercised at the full 5% level, irrespective of the actual economic curtailment occurring during the term of the PPA.

To prevent undue discrimination against projects relying on the PTC, the Proposed Decision should be revised to require the IOUs to adopt the PG&E economic curtailment

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<sup>18</sup> See Reply Comments of The Utility Reform Network on the 2010 RPS Procurement Plans (January 26, 2010) at 2; Proposed Decision at 13.

proposal, as modified to require the buyer to compensate the seller for the after-tax value of the PTCs for energy that would have been generated but for the economic curtailment.

**B. The Commission Should Require the IOUs To Amend Their Non-Disclosure Agreements To Permit Bidders/Sellers To Discuss the Bidding and Negotiating Process With the Commission To Ensure A Robust Procurement Process**

In comments on the original 2010 RPS Procurement Plans filed by the IOUs, CalWEA and LSA noted that the confidentiality provisions of the solicitation materials proposed by each of the IOUs allow the IOU to disclose confidential information relating to the bidding and negotiating process to multiple outside agencies or entities involved in the RPS procurement process.<sup>19</sup> For example, PG&E's form of Confidentiality Agreement allows PG&E to disclose confidential information to its Procurement Review Group ("PRG"), its Independent Evaluator ("IE"), or the Commission (including Commission staff),<sup>20</sup> SDG&E's solicitation materials include a confidentiality provision allowing SDG&E to disclose confidential information to the Commission (including staff), the California Energy Commission ("CEC") (including staff), and SDG&E's PRG,<sup>21</sup> and SCE's long-term Non-Disclosure Agreement permits SCE to disclose confidential information to its PRG and the Commission, the CEC, and the CAISO (including staff in each case).<sup>22</sup> None of these materials allow bidders/sellers to disclose information about their bids or the subsequent negotiations to the Commission or any of the other listed entities.

CalWEA and LSA also requested that the Commission direct the IOUs to modify these confidentiality provisions to allow bidders/sellers to discuss the bidding and PPA negotiating process with the Commission (including staff) and the IOUs' PRGs.<sup>23</sup> The Proposed Decision

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<sup>19</sup> CalWEA/LSA Opening Comments on 2010 RPS Procurement Plans at 14-16.

<sup>20</sup> PG&E 2010 Solicitation Protocol Attachment G § 5.

<sup>21</sup> SDG&E 2010 RPS Procurement Plan Attachment 1 Appendix A § 11.0.

<sup>22</sup> SCE 2010 Form of Seller's Proposal Exhibit D-2 § 3.

<sup>23</sup> CalWEA/LSA Opening Comments on 2010 RPS Procurement Plans at 14-16.

does not acknowledge or address this request. As such, CalWEA and LSA recommend that the Proposed Decision should be modified to require the IOUs to expand their confidentiality provisions to allow bidders/sellers to discuss the bidding and PPA negotiating process with the Commission, its staff, and the IOUs' PRGs.

The Commission has responsibility for implementing the RPS program by statute.<sup>24</sup> As part of that responsibility, the Commission is required to review and approve, reject, or modify each of the IOU RPS Procurement Plans.<sup>25</sup> In addition, the Commission is required to review the results of each solicitation for consistency with the approved RPS Procurement Plans.<sup>26</sup>

Allowing bidders/seller to disclose confidential information concerning the solicitation and PPA negotiation process will assist the Commission in its discharge of these duties. While the Commission already has the benefit of reports from the IOUs and their respective IEs, input from developers will provide an additional, unique viewpoint that will enable development of a balanced perspective on the solicitation process. With a clearer view of the process, the Commission can better evaluate IOU compliance with approved RPS Procurement Plans and develop incremental improvements for future RPS procurement cycles to facilitate progress towards achieving the State's renewable energy procurement goals. Accordingly, the Proposed Decision should be modified to require the IOUs to expand the confidentiality provisions of their RPS Procurement Plans to allow bidders/sellers to disclose confidential information to the Commission, its staff, and the IOUs' PRGs and IEs.

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<sup>24</sup> Cal. Pub. Util. Code § 399.11(a).

<sup>25</sup> Cal. Pub. Util. Code § 399.14(c).

<sup>26</sup> Cal. Pub. Util. Code § 399.14(d).

**C. The Commission Should Reject The Proposals To Allocate The Risks And Benefits Of The CAISO's SCP To Sellers**

The Proposed Decision notes that CalWEA and LSA recommended that the Commission reject the proposals to allocate SCP risk to the seller because the proposals were premature at the time and would likely involve complicated implementation details.<sup>27</sup> Finding that the IOU proposals allocate both the benefits and burdens of the SCP to the seller and that “[i]t is generators rather than IOUs that control facility operation and have the ability to mitigate potential penalties,” the Proposed Decision concludes that the IOU proposals present “a balanced approach” and adopts them.<sup>28</sup> Based on events occurring subsequent to the submission of the original comments on the 2010 RPS Procurement Plans, CalWEA and LSA reiterate the recommendation that the Commission should reject the proposals to allocate the risks and benefits of SCP to the seller.

On August 20, 2010, the Federal Energy Regulatory Commission (“FERC”) issued an order accepting the CAISO’s proposed tariff revisions to apply the SCP to wind and solar generating resources.<sup>29</sup> In this FERC proceeding, CalWEA explained that applying the SCP to wind and solar resources was neither just nor reasonable because the SCP duplicated existing incentives under this Commission’s regulatory structure for RPS contracts.<sup>30</sup> Each of the IOUs’ pro forma RPS PPAs, approved by the Commission for the last six years, calculates payment to the seller based on an all-in energy-only payment, which means that the seller does not get paid anything if it is unavailable. FERC dismissed CalWEA’s complaint that wind and solar resources would be subjected to duplicative incentives because “the contractual requirements that CalWEA references in explaining the potential for being penalized twice for the same forced

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<sup>27</sup> Proposed Decision at 23.

<sup>28</sup> *Id.* at 23-24.

<sup>29</sup> *Cal. Indep. Sys. Operator Corp.*, 132 FERC ¶ 61,148 (2010).

<sup>30</sup> *Id.* at P 10.

outage would be eligible to be considered for grandfathered status.”<sup>31</sup> FERC further explained its rationale as follows:

The purpose of grandfathering existing RA contracts is to prevent subjecting resources to potentially duplicative or conflicting availability standards that would be introduced under SCP. So long as the resource meets the other requirements for grandfathered status, those resources will not be subject to double penalization for the same forced outage, as CalWEA asserts.<sup>32</sup>

The grandfathering provision for existing contracts is limited, however, to those that were executed prior to August 22, 2010.<sup>33</sup> Thus, FERC made no determination with respect to contracts for wind and solar resources executed after August 22, 2010 and therefore ineligible for grandfathering. Implicit in FERC’s silence regarding prospective contracts is an assumption that these future contracts will not create duplicative incentives because the contracts will address the new SCP risks.

Yet, the Proposed Decision does not acknowledge that FERC has effectively returned this issue to the Commission, as the regulatory agency with responsibility for approving the IOUs RPS contracts, for resolution. Instead, the Proposed Decision suggests that CalWEA and LSA “may pursue relief from duplicative incentives, if any, created by the CAISO (or the Federal Energy Regulatory Commission (FERC) upon review of CAISO action).”<sup>34</sup> Even though the Proposed Decision expressly acknowledges that applying the SCP to wind and solar resources and passing through the resulting risks and benefits to the seller penalizes the seller twice for the same event of unavailability,<sup>35</sup> the Proposed Decision still points to FERC for resolution of the issue. This is a classic case of regulatory “pass-the-buck,” with FERC expecting the issue to be

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<sup>31</sup> *Id.* at P 20.

<sup>32</sup> *Id.*

<sup>33</sup> CAISO Tariff § 40.9.2(2).

<sup>34</sup> Proposed Decision at 24-25.

<sup>35</sup> *Id.* at 24.

resolved by this Commission, while this Commission expects the issue to be resolved by FERC. To break the loop and remove the admittedly duplicative incentives created by the IOU proposals, the Proposed Decision should be modified to reject the IOU proposals to pass through SCP costs and benefits to the seller.

The Proposed Decision also suggests that if wind and solar developers cannot obtain relief from the CAISO or FERC, then they can “seek to negotiate a different result with the IOU (relying on competition between IOUs to secure an optimal and just outcome).”<sup>36</sup> Given that the California renewable energy market is clearly an oligopsony, and the uniformity of the IOUs on this issue, the Commission cannot rely on “competition” between the IOUs to produce a solution to a market structure that penalizes the seller twice for the same event of unavailability. Accordingly, the Proposed Decision should be modified to reject the IOU proposals to pass through SCP costs and benefits to the seller.

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<sup>36</sup> *Id.* at 25.

### III. CONCLUSION

For the foregoing reasons, the Commission should adopt the recommendations set forth in these comments.

Respectfully submitted,

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March 3, 2011

## Appendix A: Proposed Findings Of Fact And Conclusions Of Law

I. The following Findings of Fact in the Proposed Decision should be changed as set forth below (additions in underline, deletions in ~~strikethrough~~):

4. The economic curtailment proposal in the pro forma contract of PG&E, as modified by this order to require the buyer to compensate the seller for lost PTCs and for all economic curtailment initiated by the buyer (regardless of whether the curtailment instruction is delivered by the buyer or the CAISO), is financeable, shares congestion cost risk between stakeholders, provides economic information to parties, is negotiable, and is less complex than the proposal of SCE.

11. IOU proposals regarding CAISO's SCP ~~reasonably allocate not just both the benefits but also and the burdens to the seller, which is unreasonable because it results in duplicative penalties for unavailability; and reasonably allocate potential penalties to the seller, who is best positioned to mitigate those penalties.~~

II. The following new Findings of Fact should be added:

22. "Prohibiting sellers or bidders, as applicable, from disclosing confidential information to the Commission is unreasonable because it limits the scope of feedback on the solicitation and contract negotiation processes that is available to the Commission, allowing such disclosure is reasonable because it will assist the Commission in the administration of the RPS program."

III. The following Conclusions of Law in the Proposed Decision should be changed as set forth below (additions in underline, deletions in ~~strikethrough~~):

*Conclusion of Law 8.* Each IOU should include buyer-directed economic curtailment terms in its Final 2011 Plan on a basis equivalent to the proposal of PG&E, as further modified in this order.

*Conclusion of Law 13.* IOUs' proposals regarding treatment of benefits and burdens of CAISO's SCP should be ~~accepted~~ rejected.

IV. The following new Conclusions of Law should be added:

*Conclusion of Law 29.* “Each IOU should include revised confidentiality provisions in its Final 2011 Plan that allow the bidder or seller, as applicable, to disclose confidential information relating to the solicitation and contract negotiation processes with the Commission, its staff, and the IOUs’ PRGs and IEs.”

## VERIFICATION

I, Nancy Rader, am the Executive Director of the California Wind Energy Association. I am authorized to make this Verification on its behalf. I declare under penalty of perjury that the statements in the foregoing copy of *Comments of the California Wind Energy Association and the Large-scale Solar Association on Proposed Decision Conditionally Accepting 2011 Renewables Portfolio Standard Procurement Plans and Integrated Resource Plan Supplements* are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 3, 2011 at Berkeley, California.



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Nancy Rader

Executive Director, California Wind Energy Association

## VERIFICATION

I, Shannon Eddy, am the Executive Director of the Large-scale Solar Association. I am authorized to make this Verification on its behalf. I declare under penalty of perjury that the statements in the foregoing copy of *Comments of the California Wind Energy Association and the Large-scale Solar Association on Proposed Decision Conditionally Accepting 2011 Renewables Portfolio Standard Procurement Plans and Integrated Resource Plan Supplements* are true of my own knowledge, except as to the matters which are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 3, 2011 at Sacramento, California.

/s/ Shannon Eddy \_\_\_\_\_

Shannon Eddy

Executive Director, Large-scale Solar Association

## Certificate of Service

I hereby certify that I have this day served a copy of the:

**COMMENTS OF THE CALIFORNIA WIND ENERGY  
ASSOCIATION AND THE LARGE-SCALE SOLAR ASSOCIATION  
ON PROPOSED DECISION CONDITIONALLY ACCEPTING 2011 RENEWABLES  
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on all known parties to R.08-08-009 by sending a copy via electronic mail and by mailing a properly addressed copy by first-class mail with postage prepaid to each party named in the official service list without an electronic mail address.

Executed on March 3, 2011, at San Francisco, California.

/s/ Marcus Hidalgo  
Marcus Hidalgo