

MAY 11 2009

UNITED STATES OF AMERICA  
BEFORE THE  
DEPARTMENT OF ENERGY  
OFFICE OF ELECTRICITY DELIVERY AND ENERGY RELIABILITY

Electricity, Delivery and Energy Reliability

NaturEner Tie Line, LLC

Docket No. EA- 352

**APPLICATION OF NATURENER TIE LINE, LLC FOR  
AUTHORIZATION TO EXPORT ELECTRIC ENERGY TO CANADA**

NaturEner Tie Line, LLC ("Applicant"), pursuant to Section 202(e) of the Federal Power Act ("FPA") (16 U.S.C. §824a(e)) and 10 C.F.R. §§ 205.300-.309 (2009), hereby requests authorization to export electric energy from the United States to Canada for a period of 20 years (or for such other period as the Department deems appropriate), effective from the date of the order granting this Application.

**I. DESCRIPTION OF APPLICANT**

The exact legal name of the Applicant is NaturEner Tie Line, LLC. Applicant is a Delaware limited liability company and a wholly owned subsidiary of NaturEner USA, LLC ("NaturEner"), also a Delaware limited liability company. NaturEner is a direct, wholly owned subsidiary of Grupo NaturEner S.A., a renewable energy company based in Madrid, Spain. Grupo NaturEner S.A. is owned by the Belgian industrial group, SAPEC (indirectly through the Tharis Group), the Spanish savings bank Caja Castilla La Mancha, CCAN 2005 Inversiones Societarias S.C.R., S.A (subsidiary of savings bank Caja Navarra) and a private investor based in New York.

Applicant is engaged in the marketing of electric power at wholesale from wind powered generating stations ("Wind Farms") located in the state of Montana, which were developed by NaturEner and its affiliates. NaturEner has acquired contractual rights to 300 MW of

northbound transmission service on Montana Alberta Tie Ltd.'s ("MATL") proposed transmission line between Alberta and the U.S. NaturEner will assign such agreements to Applicant to facilitate the export of electric power to Canada.

Applicant does not own any electric generation, transmission or distribution facilities.

## **II. PARTNERS**

Applicant is not seeking authorization to export power on behalf of, or in conjunction with any partners or partnerships.

## **III. COMMUNICATIONS**

Communications regarding this Application should be addressed to the following:

Nancy Murray  
General Counsel  
NaturEner Tie Line, LLC  
394 Pacific Avenue, Suite 300  
San Francisco, CA 94111  
Telephone: (415) 217-5500  
Fax: (415) 217-5599  
Email: nmurray@naturener.net

James B. Vasile  
Davis Wright Tremaine LLP  
1919 Pennsylvania Avenue, NW, Suite 200  
Washington, DC 20006  
Telephone: (202) 973-4262  
Fax: (202) 972-4499  
email: jamesvasile@dwt.com

## **IV. STATE OF ORGANIZATION**

Applicant is organized as a limited liability company under Delaware law with its principal place of business in San Francisco, California.

## **V. JURISDICTION**

The Department has jurisdiction over the request for authorization set forth in this Application pursuant to Section 202(e) of the Federal Power Act. Applicant does not know of any other Federal, State or local government agency that has jurisdiction over the actions to be taken under the authority sought in this Application.

## **VI. FACILITIES**

Applicant intends to export electric power over the proposed MATL transmission line between the United States and Canada. Exhibit C to this Application provides the location and description of the transmission facilities through which the electric energy may be delivered into Canada, and includes the name of the facility owners as well as the Presidential Permit number.

## **VII. TECHNICAL DISCUSSION OF PROPOSAL**

As noted above, Applicant has no “system” of its own on which exports of power could have a reliability or stability impact. The electric power Applicant will export, on either a firm or interruptible basis, will be generated from privately owned Wind Farms and other sources and will therefore be surplus to the needs of the selling entities. Moreover, because Applicant does not have an obligation to serve native load, the exports proposed by Applicant will not impair its ability to meet current and prospective power supply obligations.

In previous orders granting export authorizations to electric power marketers, the Department declined to rigidly apply the information filing requirements, contained in its regulations and instead used a flexible approach which takes into consideration the unique nature of power marketers and previously authorized export limits of cross-border facilities. These same considerations demonstrate that Applicant’s proposed exports will not impair or tend to impede the sufficiency of electric supplies in the United States or the regional coordination of electric utility planning or operations.

Applicant’s export Application is consistent with United States energy policy established in the Energy Policy Act of 1992 and the North American Free Trade Agreement of 1993, which fosters more efficient and competitive North American energy markets.

Applicant is requesting authorization for a period of 20 years taking account of the expected operating life of the mentioned Wind Farms and the effective term of the Transmission Service Agreements.

### **VIII. PROCEDURAL MATTERS**

Applicant is seeking authorization, as a power marketer, to export electricity through border facilities, which have been approved by the Department. The Department has granted export authority to similarly situated power marketers. If required by the Department, Applicant is willing to accept general conditions consistent with the Department's previous power marketer export authorizations. In particular, if required by the Department, exports made by Applicant will not exceed the export limits for the transmission facilities utilized by Applicant, or otherwise cause a violation of the terms and conditions set forth in the export authorizations application to each. Applicant is providing Transmission Service Agreements in Exhibit A showing sufficient transmission service has been secured for the delivery of power to the border. In addition, if required, when scheduling the delivery of power, Applicant will comply with applicable North American Electric Reliability Council ("NERC") reliability criteria, standards, and guidelines. Finally, if required, for each calendar quarter, Applicant will provide the Department with reports indicating the gross amount of electricity delivered to Canada, consideration received during each month and the maximum hourly rate of transmission.

### **IX. EXHIBITS**

The following exhibits are attached hereto as follows:

Exhibit A --Transmission Service Agreements (redacted)

Exhibit B – Legal Opinion of Applicant's Counsel

Exhibit C – Transmission Facilities (submitted in lieu of maps)

Exhibit D – (Not Applicable)

Exhibit E – (Not Applicable)

Exhibit F – (Not Applicable)

To the extent necessary, Applicant requests a waiver of the requirement to provide the exhibits that are not applicable to its Application, as noted.

In accordance with 10 C.F.R. § 205.302(h), the signed verification of Nancy Murray is attached to this Application.

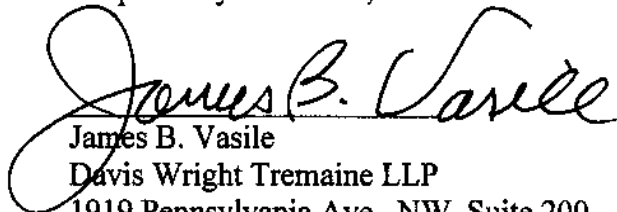
In accordance with 10 C.F.R. § 205.309, a copy of this Application is being provided to:

Federal Energy Regulatory Commission  
Office of the Secretary  
888 First Street, NE  
Washington, DC 20426

## **X. CONCLUSION**

**Wherefore**, NaturEner Tie Line, LLC respectfully requests that the Department review and grant this Application in an expeditious manner.

Respectfully submitted,

  
James B. Vasile  
Davis Wright Tremaine LLP  
1919 Pennsylvania Ave., NW, Suite 200  
Washington, DC 20006

Attorneys for NaturEner Tie Line, LLC

May 11, 2009

# VERIFICATION

STATE OF CALIFORNIA

)

) ss:

COUNTY OF SAN FRANCISCO

)

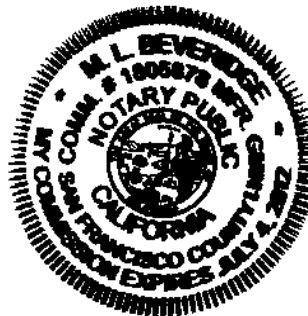
Nancy Murray, being duly sworn, states that she is General Counsel of NaturEner Tie Line, LLC, that she is authorized to execute this Verification, that she has read the above document and is familiar with the contents thereof, and that all statements contained in that document are true to the best of her knowledge and belief.

*Nancy Murray*

Nancy Murray  
General Counsel  
NaturEner Tie Line, LLC

Sworn to me this 14<sup>th</sup> day of May, 2009

*M. L. Beveridge*  
\_\_\_\_\_  
Maria Luisa Beveridge  
Notary Public



**EXHIBIT A**

**Transmission Service Agreements (redacted)**

**EXHIBIT A**

MATL LLP First Revised Service Agreement Nos. 1, 2 and 3  
Open Access Transmission Tariff  
FERC Electric Tariff, Second Revised Volume No. 1

## Long-Term TSR Purchase and Service Agreement

For

## Transmission of Electricity on the Montana Alberta Tie Line

## By and Between

**MATL LLP**

**And**

**Naturener USA, LLC**  
**(As successor in interest to Great Plains Wind & Energy LLC)**

Issued By: Bob Williams  
VP Regulatory

**Effective: May 5, 2008**

Issued On: \_\_\_\_\_, 2008



**LONG-TERM TSR PURCHASE AND SERVICE AGREEMENT**

**FOR**

**TRANSMISSION OF ELECTRICITY ON THE MONTANA ALBERTA TIE LINE**

**MATL LLP**

Transmission Service Agreement Nos. 1, 2 and 3

This LONG-TERM TSR PURCHASE AND SERVICE AGREEMENT FOR TRANSMISSION OF ELECTRICITY ON THE MONTANA ALBERTA TIE LINE ("Agreement") is made and entered into this 5<sup>th</sup> day of May, 2008, between:

**MATL LLP ("Transmission Provider")**

**and**

**NATURENER USA LLC, ("Transmission Customer")**


**(As successor in interest to Great Plains Wind & Energy LLC)**

Witnesseth: That in consideration of the mutual covenants contained herein the parties state and agree as follows:

On April 15, 2005, Transmission Provider agreed to provide Transmission Service to Transmission Customer's predecessor in interest pursuant to the Firm Point-to Point Transmission Service Agreement and the Long-Term Purchase Agreement for Initial TSRs, as amended, between Transmission Provider and Great Plains Wind & Energy LLC, designated as Transmission Service Agreements Nos. 1, 2 and 3, for 120 MW, as set forth in Attachments 1 and 2, subject to the additional terms set forth in Attachment 3. This revised agreement (a) acknowledges the transfer of Transmission Service Agreement Nos. 1, 2 and 3 to Naturener USA, LLC, and (b) combines the Service Agreement and Long-Term Purchase Agreement for Initial TSRs into a single agreement in conformance with the Form of Agreement contained in MATL's Electric Tariff.

**Section 1. Service to be Rendered**

The Transmission Provider agrees to provide Transmission Service to the Transmission Customer pursuant to the provisions of MATL's Tariff on file with the Federal Energy Regulatory Commission (the "FERC") if the Transmission Customer has been awarded Transmission Scheduling Rights ("TSRs") pursuant to Section 2 of this Agreement. The Transmission Provider's obligation to provide Transmission Service shall be contingent upon construction and successful



commissioning of the Montana Alberta Tie Line and approval, without material modification, of the Tariff by FERC. The Tariff is incorporated into and made a part of this Agreement.

## **Section 2. Award of Transmission Scheduling Rights ("TSRs")**

Pursuant to the completed and executed Request For Long-Term Transmission Service form dated April 15, 2005 (Attachment 1) and the results of OASIS Auction process, if applicable, held in conformance with the auction process provisions of the Tariff, as approved by FERC, the Transmission Provider awards TSRs to the Transmission Customer as set forth in Attachment 2 hereto subject to the satisfaction of the following conditions:

- 1) No other bids for TSRs or Transmission Service were received by the Transmission Provider within the Public Notice Period pursuant to Schedule 7 of the Tariff, or
- 2) Other bids were received within the Public Notice Period but the Transmission Provider has sufficient transmission capacity to serve all of the transmission requests submitted, or
- 3) Other bids for service were received within the Public Notice Period and a Capacity Auction has been held pursuant to the Tariff and the Transmission Customer is the highest bidder.

## **Section 3. Transmission Customer's Acceptance**

In accordance with the provisions of the Tariff, and Attachment 2, the Transmission Customer agrees to use and pay for, or nonetheless pay for if not used, the awarded TSRs for the term of this Agreement.

## **Section 4. Monthly Payments**

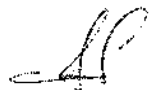
The Transmission Customer shall pay monthly as the charges for Transmission Service an amount equal to the TSR capacity awarded expressed in terms of kW month times the combined rate set forth in Attachment 2 hereto.

## **Section 5. Term**

This Agreement shall be effective as of April 15, 2005, and shall remain in effect until December 31, 2031, or for a period of 25 years from the first day following commercial operation of the Montana Alberta Tie Line, unless extended pursuant to Attachment 3, Section 3 (Option to Extend).

## **Section 6. Binding Nature of Agreement**

This Agreement shall be binding on the Transmission Customer upon execution of



a completed Attachment 1 unless the TSRs awarded are less than those requested in Attachment 1. In the event there are no other bidders for Transmission Service during the Public Notice Period or if the Transmission Provider has sufficient transmission capacity to provide service to all of the requesting Parties, then this Agreement shall be binding on both parties and the Transmission Provider MUST fill out and execute an Attachment 2 within five working days after the completion of the Public Notice Period.

If there are competitive bids for Transmission Service received before and during the Public Notice Period that are in total greater than the Available Transmission Capacity as defined in the Tariff, and therefore the Transmission Provider is required to hold a Capacity Auction, then this Agreement shall be binding on the Parties if the Transmission Customer submits the bids that are higher than competitive bids and sufficient Available Transmission Capacity exists such that the Transmission Provider can provide all of the Transmission Service requested by the Transmission Customer. In such event, MATL MUST fill out and execute an Attachment 2 within five working days after the completion of the Capacity Auction.

In the event the awarded capacity differs from the requested capacity, then the Transmission Customer will have the option to accept the TSRs awarded to the Transmission Customer by executing a completed Attachment 2 and only thereupon will this Agreement be binding upon both parties.

#### **Section 7. Notices**

Notices to the Transmission Provider shall be addressed to:


MATL LLP  
Suite 800, 615 Macleod Trail S.E.  
Calgary, Alberta T2G 4T8  
Attention: Manager, Tariff Administration  
Fax: (403) 265-1299

Notices to the Transmission Customer shall be addressed to:

Naturener USA LLC  
394 Pacific Avenue, Suite 300  
San Francisco, CA 94111  
Attention: Bill Alexander  
Telephone: (415) 217-5500  
Fax: (415) 217-5599

#### **Section 8. Definitions**

Terms not otherwise defined herein shall have the meaning attributed to it pursuant to the Tariff.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

**MATL LLP**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

**MATL LLP**

\_\_\_\_\_  
(Sign)

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(Print)

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(Title)

**NATURENER USA LLC**

  
\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

**MATL LLP**

Robert L. Williams  
(Sign)

Bob Williams  
(Print)

VP Regulatory  
(Title)

**MATL LLP**

Michael Park  
(Sign)

Michael Park  
(Print)

VP & Controller  
(Title)

**NATURENER USA LLC**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

MATL LLP  
Open Access Transmission Tariff  
FERC Electric Tariff, Second Revised Volume No. 1

First Revised Service Agreement No. LT/06-1

Long-Term TSR Purchase and Service Agreement  
For  
Transmission of Electricity on the Montana Alberta Tie Line  
By and Between  
**MATL LLP**  
And  
**Naturener USA, LLC**  
(As successor in interest to Energy Logics (USA) Inc.)

Issued By: Bob Williams  
VP Regulatory

Effective: May 5, 2008

Issued On: \_\_\_\_\_, 2008



**LONG-TERM TSR PURCHASE AND SERVICE AGREEMENT**  
**FOR**  
**TRANSMISSION OF ELECTRICITY ON THE MONTANA ALBERTA TIE LINE**  
**MATL LLP**

Transmission Service Agreement No. LT/06-1

This LONG-TERM TSR PURCHASE AND SERVICE AGREEMENT FOR TRANSMISSION OF ELECTRICITY ON THE MONTANA ALBERTA TIE LINE ("Agreement") is made and entered into this 5<sup>th</sup> day of May, 2008 between:

**MATL LLP ("Transmission Provider")**

**and**

**NATURENER USA LLC ("Transmission Customer")**

**(As successor in interest to Energy Logics (USA) Inc.)**

Witnesseth: That in consideration of the mutual covenant contained herein the parties state and agree as follows:

On July 11, 2006, Transmission Provider agreed to provide Transmission Service to Transmission Customer's predecessor in interest pursuant to the Firm Point-to-Point Long-Term TSR Purchase and Service Agreement between Transmission Provider and Energy Logics (USA) Inc., designated as Service Agreement No. LT/06-1, for 180 MW, as set forth in Attachments 1 and 2. This revised agreement acknowledges the transfer of Service Agreement No. LT/06-1 to Naturener USA, LLC.

**Section 1. Service to be Rendered**

The Transmission Provider agrees to provide Transmission Service to the Transmission Customer pursuant to the provisions of MATL's Electric Transmission Tariff ("Tariff") on file with the Federal Energy Regulatory Commission (the "FERC") if the Transmission Customer has been awarded Transmission Scheduling Rights ("TSRs") pursuant to Section 2 of this Agreement. The Transmission Provider's obligation to provide Transmission Service shall be contingent upon construction and successful commissioning of the Montana Alberta Tie Line and approval, without material modification, of the



Tariff by the FERC. The Tariff is incorporated into and made a part of this Agreement.

## **Section 2. Award of Transmission Scheduling Right ("TSRs")**

Pursuant to the completed and executed Request for Long-Term Transmission Service form dated June 30, 2006 (Attachment 1) and the results of OASIS Auction process, if applicable, held in conformance with the auction process provisions of the Tariff, as approved by the FERC, the Transmission Provider awards TSRs to the Transmission Customer as set forth in Attachment 2 hereto subject to the satisfaction of the following conditions:

1) No other bids for TSRs or Transmission Service were received by the Transmission Provider within the Public Notice Period pursuant to Schedule 7 of the Tariff, or

2) Other bids were received within the Public Notice Period but the Transmission Provider has sufficient transmission capacity to serve all of the transmission requests submitted, or

3) Other bids for service were received within the Public Notice Period and a Capacity Auction has been held pursuant to the Tariff and the Transmission Customer is the highest bidder.

## **Section 3. Transmission Customer's Acceptance**

In accordance with the provisions of the Tariff, and Attachment 2, the Transmission Customer agrees to use and pay for, or nonetheless pay for if not used, the awarded TSRs for the term of this Agreement.

## **Section 4. Monthly Payments**

The Transmission Customer shall pay monthly as the charges for Transmission Service an amount equal to the TSR capacity awarded expressed in terms of kW month times the combined rate set forth in Attachment 2 hereto.

## **Section 5. Term**

This Agreement shall be effective as of July 11, 2006, and shall remain in effect until December 31, 2031, or for a period of 25 years from the first day following commercial operation of the Montana Alberta Tie Line, whichever period is longer.

## **Section 6. Binding Nature of Agreement**

This Agreement shall be binding on the Transmission Customer upon execution of a completed Attachment 1 unless the TSRs awarded are less than those requested in Attachment 1. In the event there are no other bidders for





Transmission Service during the Public Notice Period or if the Transmission Provider has sufficient transmission capacity to provide service to all of the requesting Parties, then this Agreement shall be binding on both parties and the Transmission Provider MUST fill out and execute an Attachment 2 within five working days after the completion of the Public Notice Period.

If there are competitive bids for Transmission Service received before and during the Public Notice Period that are in total greater than the Available Transmission Capacity as defined in the Tariff, and therefore the Transmission Provider is required to hold a Capacity Auction, then this Agreement shall be binding on the Parties if the Transmission Customer submits the bids that are higher than competitive bids and sufficient Available Transmission Capacity exists such that the Transmission Provider can provide all of the Transmission Service requested by the Transmission Customer. In such event, MATL MUST fill out and execute an Attachment 2 within five working days after the completion of the Capacity Auction.

In the event the awarded capacity differs from the requested capacity, then the Transmission Customer will have the option to accept the TSRs awarded to the Transmission Customer by executing a completed Attachment 2 and only thereupon will this Agreement be binding upon both parties.

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Telephone: (415) 217-5500  
Fax: (415) 217-5599

#### **Section 8. Definitions**

Terms not otherwise defined herein shall have the meaning attributed to it pursuant to the Tariff.



IN WITNESS WHEREOF, the Parties have duly executed this Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

**MATL LLP**

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

**MATL LLP**

\_\_\_\_\_  
(Sign)

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(Print)

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(Title)

**NATURENER USA LLC**

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(Sign) 

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(Print)

\_\_\_\_\_  
(Title)

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**MATL LLP**

Robert L. Williams  
(Sign)

Bob Williams  
(Print)

VP Regulatory  
(Title)

**NATURENER USA LLC**

\_\_\_\_\_  
(Sign)

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(Print)

\_\_\_\_\_  
(Title)

**MATL LLP**

Michael Park  
(Sign)

Michael Park  
(Print)

VP + Controller  
(Title)

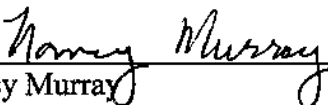
**EXHIBIT B**

**Legal Opinion**

## Legal Opinion

The following opinion is given in support of the Application of NaturEner Tie Line, LLC ("Applicant") for Authorization to Transmit Electric Energy to Canada, dated May 11, 2009.

1. I am an attorney at law, authorized to practice law in California.
2. I am employed as General Counsel to NaturEner Tie Line, LLC.
3. NaturEner Tie Line, LLC is duly formed, validly existing and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Montana.
4. NaturEner Tie Line, LLC has full corporate power and authority to execute and deliver the Application, and has taken all corporate action required to be taken by Applicant to authorize the execution and delivery of the Application.
5. To the best of my knowledge and belief, Applicant has complied with all pertinent federal and state laws related to the Application.

  
\_\_\_\_\_  
Nancy Murray  
General Counsel  
NaturEner Tie Line, LLC

## **EXHIBIT C**

### **Authorized Export Point**

### **Authorized Export Point**

<u>Owner</u>	<u>Location</u>	<u>Voltage</u>	<u>Presidential Permit No.</u>
Montana Alberta Tie LTD	Lethbridge, Alberta, Canada	230 kV	PP-305