

**Comments of
Northwest & Intermountain Power Producers Coalition
To
VRET Models Table**

In response to Commission' Staff's July 3, 2014 email, the Northwest & Intermountain Power Producers Coalition ("NIIPC") respectfully submits its comments to the proposed VRET Models Table.

NIPPC appreciates the efforts of Commission Staff in outlining potential VRET models for consideration, and believes Commission Staff did a thorough and commendable job, especially considering the incomplete information available. NIPPC does not propose any additional models for inclusion, and appreciates that Staff has included NIPPC's recommended approach, a Transmission VRET (Option 6 and Option 1(a), which are functionally identical), among options.

To facilitate the Commission's consideration of the various proposals, NIPPC has included within its table an analysis whether each model supports or runs counter to the identified statutory goals. As NIPPC's chart demonstrates, the Transmission VRET model is the only option available that clearly meets the statutory goals. One other proposal, Item 1.b (the "Utah model") may be able to meet all of the statutory goals, provided certain other protections are in place, such as a limitation on the utility owning the power generation resource. All of the other proposals, by contrast, are clearly antithetical to one or more of the statutory considerations and should not be pursued.

Finally, NIPPC reiterates its belief that a Transmission VRET proposal can be accomplished through appropriate updates to the existing Direct Access rules, without requiring the Commission to re-invent the wheel. Although NIPPC acknowledges that the existing Direct Access programs have not been fully successful, we believe the problem has been a matter of how the utilities have chosen to implement open access through their tariffs, not problems inherent with the regulations themselves. To the extent a customer desires to purchase renewable power, at long-term fixed rates or otherwise, NIPPC members stand ready, willing and able to provide service.

***NOTE: Staff assumes that all the VRET models below, with the possible exception of (4.) customer-owned, require distribution services from the regulated utility. In addition, back-up / supplemental services ("firming and and shaping") may be provided by the regulated utility or by the 3rd party/utility affiliate; the specific roles and relationships for the provision of these services will be defined as the VRET models are further refined.

Basic Structure				Statutory Considerations			
Resource Owner	Utility Role	Relationships	Notes/Comments	Further development of significant Renewable Energy	Effect on development of competitive retail markets	Impacts on non-participating customers	Competitive Procurement Process
(1.) Third Party (IPP, ESS)	(1.a.) Regulated utility "passes- through" the renewable energy without taking ownership.	3rd party and customer negotiate contract for renewable energy service. Regulated utility and customer have relationship that may be similar to direct access structure.	~Is this the same as Model 6 (3rd Party Transmission VRET)? YES- NIPPC BELIEVES THIS IS ESSENTIALLY THE SAME AS MODEL 6. ~Can this already occur through Direct Access regulations? YES - THIS CAN ALREADY OCCUR UNDER THE DIRECT ACCESS REGULATIONS. HOWEVER, THE UTILITIES WOULD BE REQUIRED TO MODIFY THEIR TARIFF MECHANISMS FOR COMPLIANCE WITH THE EXISTING REGULATIONS. ~In this model, could the regulated utility act like a broker (by matching up the 3rd party generator with customers)? NIPPC BELIEVES THAT THE UTILITY COULD ACT AS A BROKER, BUT ONLY WITH PROPER PROCEDURAL MECHANISMS IN PLACE TO ENSURE A LEVEL PLAYING FIELD.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model creates new and fair opportunities for development of the competitive retail market.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have negative impact on non-participating customers.	NIPPC: YES, SUPPORTS STATUTORY GOAL. has no significant effect on competitive procurement process.
	(1.b.) Regulated utility is the middleman between a 3rd party and customer(s) that are contracting for renewable energy. Regulated utility takes ownership of power through one contract and sells it to customer(s) through second contract(s).	Customer and 3rd party negotiate for renewable energy service. First contract between 3rd party and the regulated utility to purchase electricity for resale. Second contract(s) between customer(s) and regulated utility for the same price and duration as first contract. The first contract terminates if customer(s) defaults on second contract(s).	~This is the model generally described in the Rocky Mountain Power filing in Utah (Docket 14-035-T02). ~Is this the regulated utility acting like a marketer (because they take ownership of the power)? NIPPC BELIEVES THAT A BACK TO BACK CONTRACT APPROACH MAY BE A FEASIBLE ALTERNATIVE. HOWEVER, THE UTAH MODEL HAS LIMITATIONS AND MAY NOT BE FULLY CONSISTENT WITH EXISTING OREGON LAW.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model creates new and fair opportunities for development of the competitive retail market, provided that the utility itself is not an owner of the generation asset.	NIPPC: PARTIALLY SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have a negative impact on non-participating customers. However, it does not provide a mechanism for allocating costs to the VRET Service to the same extent as Model 6.	NIPPC: YES, SUPPORTS STATUTORY GOAL. has no significant effect on competitive procurement process, provided that the utility itself is not an owner of the generation asset.
	(1.c.) Regulated utility aggregates customers into a "VRET load" and puts that aggregated load out for bid. Regulated utility contracts with third parties to serve the "VRET load."	Once regulated utility puts out the RFP, then IPPs, ESSes, marketers can respond through a competitive process to serve the "VRET load."	~Are there wholesale/FERC implications here?	NIPPC: YES, SUPPORTS STATUTORY GOAL, Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have negative impact on non-participating customers.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL, and would require modifications to the competitive procurement process.
	(1.d.) Regulated utility aggregates 3rd party RE generators and purchases the output through fixed price, long term contracts. The regulated utility offers that output to the customers through a "subscription" process.	Regulated utility holds contracts with 3rd party RE generators. Customers "subscribe" on a long term basis to the aggregated pool of RE resources at fixed price.	~As described in WRI Green Tariff white paper. ~What does subscribe mean here (is it a contract? Is it a separate regulated utility schedule that the customer can sign up for)? ~Are there wholesale/FERC implications here?	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have negative impact on non-participating customers.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL, and would require modifications to the competitive procurement process.
Utility	(2.) Regulated customers Regulated utility owns and operates renewable resource(s) and delivers power to customer.	Regulated utility and customer(s) negotiate long-term contract(s) for non-system renewable energy.	~Is there a potential for incumbent utility advantage? ~How would the regulated utility ensure that costs are not shifted to non-participating (use of ring fencing or something similar)? NIPPC BELIEVES THIS MODEL WILL NOT ACHIEVE THE STATORY GOALS. IT WILL SERIOUSLY INHIBIT THE DEVELOPMENT OF A RETAIL MARKET AND LEAD TO COST SHIFTING AND OTHER INAPPROPRIATE EFFECTS.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL and will not allow for significant development of new renewable energy, particularly in the Pacific Northwest.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. It would be virtually impossible not to create cost shifts.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL of competitive procurement process.
(3.)	(3.a.) Regulated utility "passes- through" the renewable energy without taking ownership.	Utility affiliate and customer negotiate contract for renewable energy service. Regulated utility and customer have relationship that may be similar to direct access structure.	~Essentially the same as third party row (1.a.), except with utility affiliate being the 3rd party and potentially needing additional protections to ensure no incumbent utility advantage. ~Can this already occur through Direct Access regulations? YES, THIS CAN ALREADY OCCUR THROUGH DIRECT ACCESS REGULATIONS.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. It would be virtually impossible not to create cost shifts.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL of competitive procurement process.

Utility Affiliate	(3.b.)Regulated utility is the middleman between a utility affiliate and customer(s) that are contracting for renewable energy. Regulated utility takes ownership of power through one contract and sells it to the customer(s) through a second contract(s).	Customer and utility affiliate negotiate for renewable energy service. First contract between utility affiliate and the regulated utility to purchase electricity for resale. Second contract(s) between customer(s) and regulated utility for the same price and duration as first contract. The first contract terminates if customer(s) defaults on second contract(s).	~Essentially the same as third party row (1.b.), except with utility affiliate being the 3rd party and potentially needing additional protections to ensure no incumbent utility advantage.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. It would be virtually impossible not to create cost shifts.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL of competitive procurement process.
	(4.) Customer Owned	Regulated utility role depends on the customer's specific load and resource. Could involve distribution and back-up/supplemental services; "firming and shaping".	Assuming customer self-generates renewable energy on-site, but will likely require other regulated utility services (e.g. back-up/supplemental services; "firming and shaping").	~Can this already occur through existing schedules (such as PGE Schedule 75, Partial Requirements)? ~How would this structure interact with current net metering policy and rules? ~Does this model change if the customer owned resource is not on-site?	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. It will not allow for significant development of new renewable energy. The overall universe of customers with the capacity and desire to own their own power resources is extremely limited, and/or can already be accomplished under existing policies and rules.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. It would be virtually impossible not to create cost shifts.
(5.) Market-Based (REC Product)	(5.a.)Regulated utility continues to provide energy and services as it does with a cost-of-service customer today.	Customer buys renewable attributes only (unbundled RECs) from the market (marketer website, regulated utility program, etc.). The entity from which the customer buys unbundled RECs retires them on behalf of the customer.	~Likely cons in the "further development of significant renewable energy" statutory consideration. Could this be lessened by putting strict requirements on the renewable attributes of the RECs?	NIPPC: GENERALLY SUPPORTS THE STATUTORY GOALS. NIPPC supports further development of RECS as one tool to provide customers an opportunity to support green power. However, the existing regulations already provide this opportunity. As such, although this is a beneficial program, it does not provide incentive for further development beyond the status quo.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have negative impact on non-participating customers.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL, and would require modifications to the competitive procurement process.
	(5.b.)Regulated utility buys bundled RECs from the market and re-sells them to the customer(s).	Customer buys energy together with renewable attributes (bundled RECs) from regulated utility. Regulated utility retires bundled RECs on behalf of the customer.	~Likely cons in the "further development of significant renewable energy" statutory consideration. Could this be lessened by putting strict requirements on the renewable attributes on the RECs? ~Are there wholesale/FERC implications here? ~Is a similar model currently being used by ESSes? ~How would the regulated utility ensure that costs are not shifted to non-participating customers (use of ring fencing or something similar)?	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. It will not allow for significant development of new renewable energy, particularly in the Pacific Northwest. Note further that any customer can purchase RECs now, so this model adds nothing.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL. Instead, it would significantly harm the ability of retail providers to operate in Oregon.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have negative impact on non-participating customers.	NIPPC: NO, THIS MODEL DOES NOT SUPPORT THE STATUTORY GOAL, and would require modifications to the competitive procurement process.
(6.) 3rd Party (transmission VRET)	Open access, transmission only service by regulated utility	3rd Party and customer contract for energy with a specific threshold of renewable content.	~Is this the same as Model 1.a.? YES, NIPPC BELIEVES THIS IS ESSENTIALLY THE SAME PROPOSAL AS MODEL 1.a. ~Do the energy balancing and ancillary services come from the regulated utility or the third party? BALANCING AND ANCILLARY SERVICES CAN COME FROM EITHER THE UTILITY OR THE 3rd PARTY. NIPPC'S PROPOSAL RECOMMENDS THAT, FOR ANY GIVEN METER, THE SAME ENTITY SHOULD PROVIDE BOTH THE POWER AND THE BALANCING/ANCILLARY SERVICE.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model allows for significant new development of Renewable Energy.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model creates new and fair opportunities for development of the competitive retail market.	NIPPC: YES, SUPPORTS STATUTORY GOAL. Properly Implemented, this model will not have negative impact on non-participating customers.	NIPPC: YES, SUPPORTS STATUTORY GOAL. has no significant effect on competitive procurement process.

UM 1690 – CERTIFICATE OF SERVICE

I hereby certify that, on this 25th day of July, 2014, I served the foregoing **NIPPC Comments on Staff VRET Models** in docket UM 1690 upon each party listed in the UM 1690 PUC Service List by email and, where paper service is not waived, by U.S. mail, postage prepaid, and upon the Commission by email and by sending one original and one copy by U.S. mail, postage prepaid, to the Commission's Salem offices.

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