

cc: JTB

KEAN | MILLER LLP
ATTORNEYS AT LAW

RANDY YOUNG, PARTNER
225.382.3451, FAX: 225.388.9133
RANDY.YOUNG@KEANMILLER.COM

2022 SEP 26 AM 9:29

LA PUBLIC SERVICE
COMMISSION

September 26, 2022

Ms. Terri Lemoine Bordelon
Records and Recording
Louisiana Public Service Commission
602 North 5th Street, 12th floor
Baton Rouge, Louisiana 70802

VIA HAND DELIVERY

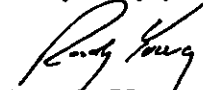
RE: Rulemaking to Study Renewable Energy Tariff Options with a Focus on
Bringing New Renewable Resources into Louisiana
Docket No. R-35423
KM File No. 4388-331

Dear Ms. Bordelon:

We have enclosed for filing on behalf of the Louisiana Energy Users Group an original and three (3) copies of Comments of Louisiana Energy Users Group on Louisiana Public Service Commission Staff's Initial Report and attachment in the referenced docket.

If you have any questions, please do not hesitate to contact us. Thank you for your assistance.

Very truly yours,


Randy Young

JRY/mac
Enclosures

cc: Service List (by electronic mail only)



**BEFORE THE
LOUISIANA PUBLIC SERVICE COMMISSION**

**LOUISIANA PUBLIC SERVICE COMMISSION,
ex parte**

DOCKET NO. R-35423

**2022 SEP 26 AM 9:29
LA PUBLIC SERVICE
COMMISSION**

**In Re: RULEMAKING TO STUDY RENEWABLE
ENERGY TARIFF OPTIONS WITH A FOCUS ON
BRINGING NEW RENEWABLE RESOURCES
INTO LOUISIANA.**

**LOUISIANA ENERGY USERS GROUP COMMENTS ON
LOUISIANA PUBLIC SERVICE COMMISSION STAFF
INITIAL REPORT**

The Louisiana Energy Users Group (“LEUG”) appreciates the opportunity to submit these comments to the Louisiana Public Service Commission (“LPSC”) in response to the Notice of Staff’s Initial Report and Opportunity to Comment issued August 26, 2022 in the captioned proceeding, for which comments are due by September 26, 2022.

LEUG is pleased to see that the LPSC Staff recommended its support for allowing an option for “sleeve PPAs” in Louisiana, which is described as allowing industrial customers to negotiate directly with renewable developers and “[c]ost recovery is typically based on a Rate Schedule which replaces the customer’s base service.”¹

The Staff recommendation and definition of a “sleeve PPA” is consistent with the Rocky Mountain Power Electric Service Schedule recommended by LEUG for consideration in this proceeding, a copy of which is attached hereto. LEUG does not view the Duke Energy Green Sourcing Advantage (“GSA”) program example cited by LPSC Staff as being consistent with such a “sleeve PPA” approach. Although the Duke GSA program allows for negotiations between the participating customer and the renewable developer, and the participating customer

¹ Staff Report and Recommendation, page 7.


receives Renewable Energy Credits (“REC”s), the GSA program provides for renewable capacity and energy to be conveyed to the utility as a system supply resource and not to the individual participating customer like under the Rocky Mountain Tariff. The Duke GSA program does not provide participants direct receipt of the renewable capacity and energy as does the Rocky Mountain tariff, and unnecessarily impacts other utility system customers beyond the participating customer.

LEUG has presented the Rocky Mountain Tariff as an example option that would allow industrial and large commercial customers to be able to select and negotiate terms directly with renewable developers for renewable power supply, while coordinating the transaction through the utility to provide delivery and stand-by or back-up services. LEUG’s proposal was presented to the LPSC on April 30, 2020 in response to a Request for Information in this Renewable Tariff Rulemaking in Docket R-35423. LEUG further discussed the proposal in Direct Testimony filed on March 23, 2022 in Entergy solar resource certification proceedings in Docket U-36190. And, LEUG also presented the Rocky Mountain Tariff example as a Renewable Generation Option for consideration by the LPSC in the Customer-Centered Options proceeding in Docket R-35462 to evaluate and consider implementation to the extent requirements that utilities provide such tariffs are not fully developed in this proceeding.

The availability of such a Renewable Generation Option would provide a path to significantly increase the amount of renewable generation in Louisiana, while avoiding costs and thus benefitting all ratepayers by having private industry pay the cost of adding renewable generation and reducing the need for Entergy to increase rates to construct or acquire the renewable generation. Further, such Renewable Generation Option would also promote economic development in Louisiana by providing access to the significant amounts of

renewable energy that will be needed by industry to be able to support and bring capital projects to Louisiana as they compete within their companies against other potential sites within the United States and globally for capital investment opportunities for project development and expansions.

RESPECTFULLY SUBMITTED:



Randy Young (#21958)
Carrie R. Tournillon (#30093)
Gordon D. Polozola (#23900)
KEAN MILLER LLP
Post Office Box 3513
Baton Rouge, LA 70821
(225) 387-0999
Attorneys for Louisiana Energy Users Group

Maurice Brubaker
Brubaker & Associates, Inc.
16690 Swingley Ridge Road, Suite 140
Chesterfield, MO 63017
636-898-6725 – Phone
636-898-6726 – Fax
Consultant for Louisiana Energy Users Group

CERTIFICATE OF SERVICE

I hereby certify that a copy of Louisiana Energy Users Group Comments on Louisiana Public Service Commission Staff's Initial Report has been served by electronic mail and/or by U.S. mail, postage prepaid, on all parties on the Official Service List.

Baton Rouge, Louisiana this 26th day of September 2022.



Randy Young

ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 32
STATE OF UTAH

Service From Renewable Energy Facilities

PROVISION: This Schedule governs contract guidelines for Rocky Mountain Power (RMP) to supply electric service to a Customer from one or more Renewable Energy Facilities which are owned or contractually tied to a Customer, under certain circumstances. Pursuant to Utah Code Sections:

54-17-801, Utah Code Annotated 1953
54-17-802, Utah Code Annotated 1953
54-17-803, Utah Code Annotated 1953
54-17-804, Utah Code Annotated 1953
54-17-805, Utah Code Annotated 1953

AVAILABILITY: At any point on the Company's interconnected system where there is available transmission capacity to deliver Power and Energy from the point of Renewable Energy Facility interconnection with the Company's system to the Customer's point of delivery.

APPLICATION: This Schedule is for Customers who would otherwise qualify for Schedules 6, 8 or 9 that desire to receive all or part of their electricity from a Renewable Energy Facility located in the state of Utah, or that is located outside the state and provides energy from baseload resources. Service shall be provided under the terms of a Renewable Energy Contract as defined and subject to the monthly charges and Conditions of Service in this Schedule. Delivery shall be at one point and at Company's locally standard voltage.

CONDITIONS OF SERVICE:

The following conditions must be met in order to qualify for this tariff:

1. The amount of electricity provided to a Customer under a Renewable Energy Contract may not be less than 2.0 megawatts on an annual peak load basis.
2. A single Customer (Customer) may aggregate multiple metered delivery points (Customer Agreements) to satisfy the minimum megawatt limit under Condition 1, based on annual peak load. Each Customer Agreement is individually subject to all other conditions of service and all other provisions of this Schedule.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

CONDITIONS OF SERVICE: (continued)

3. The amount of electricity provided in any hour to a Customer's individual Customer Agreement under a Renewable Energy Contract may not exceed the Customer Agreement's metered kilowatt-hour load in that hour. Excess generation may be sold to Rocky Mountain Power under applicable avoided costs rates.
4. A Renewable Energy Contract that meets the requirements of Condition 1 may provide for one or more increases in the amount of electricity to be provided under the contract with a one-year advanced notice even though the amount of electricity to be provided by the increase is less than the minimum amount required under Condition 1.
5. The total amount of electricity to be generated by Renewable Energy Facilities and delivered to Customers at any one time under all Renewable Energy Contracts may not exceed 300 megawatts, unless the Commission approves in advance a higher amount.
6. Electricity generated by a Renewable Energy Facility and delivered to Customer Agreements under a Renewable Energy Contract may not be included in Net Metering Service in Schedule 135 or Transition Program for Customer Generators in Schedule 136.
7. Subject to a Customer agreeing to pay the Company for all incremental costs associated with all Customer Agreement metering facilities, communication facilities, and administration, a Renewable Energy Contract may provide for electricity to be delivered to a Customer:
 - a. From one Renewable Energy Facility to a Customer's single metered delivery location;
 - b. From multiple Renewable Energy Facilities to a Customer's single metered delivery location;
 - c. From one Renewable Energy Facility to multiple Customers' delivery locations. When electricity is delivered from a Renewable Energy Facility to multiple Customers the specified percentage of each Renewable Energy Facility shall be contracted with each Customer. Service shall be metered and billed separately for each delivery point under the terms of a separate Customer Agreement; or
 - d. From one or more Renewable Energy Facilities to a Customer's multiple Customer Agreement locations. When electricity is delivered from one or more Renewable Energy Facilities to a Customer with multiple Customer Agreements a specified percentage of each Renewable Energy Facility shall be established in each Customer Agreement. Service shall be metered and billed separately for each delivery location under the terms of a separate Customer Agreement.
 - i. The specified percentage assigned to each Customer Agreement may be established separately for two seasonal periods each year as specified in the Renewable Energy Contract or upon six months written notice to the Company.
8. Supplementary Service is provided from the Company's system resource portfolio and are not 100% renewable energy.

(Continued)

Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 20-035-04

FILED: January 13, 2021

EFFECTIVE: January 1, 2021

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

DEFINITIONS:

Billing Period: The period of approximately 30 days intervening between regular successive meter reading dates. There shall be 12 billing periods per year.

Customer: a person who executes or will execute a Renewable Energy Contract with the Company.

Customer Agreement: A contract or agreement that specifies the terms of service to a single metered delivery location. A Customer may have more than one Customer Agreement.

Daily Power: The kW of Power supplied by the Company to the Customer. Daily Power shall be determined for each day of the Billing Period. The kW of Daily Power each day shall be the kW for the fifteen (15) minute period of the Customer's greatest use of Power that day, adjusted for power factor as specified, determined to the nearest kW. For each fifteen minute period, Daily Power shall equal the Measured Power minus the Renewable Power but shall not be less than zero nor greater than the Renewable Contract Power. The Daily Power for the Billing Period shall be the sum of the Daily Power for each day of the Billing Period.

Measured Energy: The electric energy in kWh as shown by or computed from the readings of the kilowatt-hour meter located at the Company's point of delivery.

Measured Power: The kW as shown by or computed from the readings of the Power meter located at the Company's point of delivery, for the 15 minute period of the Customer's greatest use during the Billing Period or that day.

(Continued)

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

DEFINITIONS: (continued)

Metered Electric Service: All Measured Power and Measured Energy delivered by the Company to the Customer's metered delivery location as established through the Customer Agreement.

Power: The rate in kilowatts at which electric energy is generated, transferred or used. Power measurements are calculated based on the average (integrated) usage over consecutive 15 minute periods of time. Power measurements may be based on any one such fifteen minute period in a Billing Period, on the period of greatest use during the Billing Period, or on the period of greatest use during each day, adjusted for power factor as specified, determined to the nearest kW.

Renewable Contract Power: The specified Power in kilowatts the Customer contracts with the Company to be supplied by the Renewable Energy Facility and delivered by the Company to the delivery point associated with the Customer Agreement. The Renewable Contract Power shall be established by agreement between the Customer and the Company. The level of Renewable Contract Power shall not exceed the total output capacity of the Renewable Energy Facility.

Renewable Energy: Metered electric energy in kWh generated by the Renewable Energy Facility, adjusted for losses.

Renewable Energy Contract: A contract between the Company and Customer for the sale and delivery of electricity from one or more Renewable Energy Facilities to a Customer requiring the use of the Company's transmission or distribution system to deliver the electricity from a Renewable Energy Facility to the delivery location(s) under the Customer Agreement(s).

Renewable Energy Facility: A generation facility that derives its energy from a renewable energy source defined in Utah Code Section 54-17-601(1)(b) and located in the state of Utah, or that is located outside the state and provides energy from baseload resources. A Renewable Energy Facility may be owned by the Customer receiving electricity from the Renewable Energy Facility and/or by a person other than the Customer.

Renewable Power: Metered Power in kilowatts generated by the Renewable Energy Facility, adjusted for losses.

Supplementary Energy: All Measured Energy not supplied by the Renewable Energy Facility.

Supplementary Contract Power: The specified Power in kW of Supplementary Power that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to the Customer. The Supplementary Contract Power shall be established by agreement between the Customer and the Company.

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Issued by authority of Report and Order of the Public Service Commission of Utah in Docket No. 20-035-04

FILED: January 13, 2021

EFFECTIVE: January 1, 2021

ELECTRIC SERVICE SCHEDULE NO. 32 - Continued
DEFINITIONS: (continued)

Supplementary Power: The kW of Supplementary Contract Power supplied by the Company to the Customer. The kW of Supplementary Power for the Billing Period shall be the kW for the 15 minute period of the Customer's greatest use of Supplementary Power during the Billing Period, adjusted for power factor as specified, determined to the nearest kW. For each fifteen minute period, Supplementary Power shall equal the Measured Power minus the Renewable Contract Power but shall not be less than zero.

Supplementary Service: Supplementary service is electric service regularly used by a Customer in addition to the capacity of the Renewable Energy Facility.

Total Contract Power: The sum of Renewable Contract Power and Supplementary Contract Power.

MONTHLY BILL:

Renewable Power and Energy Charges: Renewable Power and Energy will be provided according to the terms of the Renewable Energy Contract. In addition to the charges associated with the Renewable Energy Contract, the following monthly charges will apply to each Customer Agreement beginning upon delivery of power from the Renewable Energy Facility.

Customer Charges:

Distribution Voltage < 1 MW	\$55.00 per Agreement
Distribution Voltage > 1 MW	\$72.00 per Agreement
Transmission Voltage	\$266.00 per Agreement

If a Primary Customer is metered on the secondary side of the transformer the Secondary Voltage Customer charge shall apply and meter readings will be increased to reflect transformer losses.

Administrative Fee:

All Voltages	\$113.00 per Generator
All Voltages	\$154.00 per Delivery Point

Delivery Facilities Charges:

Secondary Voltage < 1 MW	\$7.52 per kW
Primary Voltage < 1 MW	\$6.56 per kW
Secondary Voltage > 1 MW	\$8.37 per kW
Primary Voltage > 1 MW	\$7.24 per kW
Transmission Voltage	\$4.35 per kW

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ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

MONTHLY BILL: (continued)

The Delivery Facilities Charges apply to the kW of Measured Power but shall not be greater than Renewable Contract Power.

Daily Power Charges:

On-Peak Secondary Voltage < 1 MW

June - September: \$0.57 per kW Day
October - May: \$0.48 per kW Day

On-Peak Primary Voltage < 1 MW

June - September: \$0.57 per kW Day
October - May: \$0.47 per kW Day

On-Peak Secondary Voltage > 1 MW

June - September: \$0.72 per kW Day
October - May: \$0.61 per kW Day

On-Peak Primary Voltage > 1 MW

June - September: \$0.71 per kW Day
October - May: \$0.59 per kW Day

On-Peak Transmission Voltage

June - September: \$0.71 per kW Day
October - May: \$0.61 per kW Day

The Daily Power Charge is calculated on a per day basis and is based on the fifteen (15) minute period of the Customer's greatest use of Power during on-peak hours each day but shall not be greater than Renewable Contract Power.

Supplementary Power and all Energy: Supplementary Power and all Measured Energy not supplied by the Renewable Energy Facility shall be billed under the pricing provisions of the applicable general service schedule.

Surcharge Adjustments: All monthly bills shall be adjusted in accordance with Schedule 80.

Power Factor: This rate is based on the Customer maintaining at all times a Power Factor of 90% lagging, or higher, as determined by measurement. If the average Power Factor is found to be less than 90% lagging the Power as recorded by the Company's meter will be increased by 3/4 of 1% for every 1% that the Power Factor is less than 90%.

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ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

MONTHLY BILL: (continued)

Time Periods:

- On-Peak:** October through May inclusive
 6:00 a.m. to 9:00 a.m., 6:00 p.m. to 10:00 p.m., Monday thru Friday,
 except holidays.
 June through September inclusive
 3:00 p.m. to 10:00 p.m., Monday thru Friday, except holidays.
- Off-Peak:** All other times.

Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the Friday before the holiday (if the holiday falls on a Saturday) or the Monday following the holiday (if the holiday falls on a Sunday) will be considered a holiday and consequently Off-Peak.

Type of Service: During each 15 minute period, Metered Electric Service shall be segregated into types of service as follows:

Energy

1. Renewable Energy shall be any kilowatt hour of electricity delivered from the Customer's specified percentage of the Renewable Energy Facility or Renewable Energy Facilities adjusted for losses;
2. All other energy shall be considered Supplemental Energy.

Power

1. Power measurements from 0 kW up to the metered generation of the Customer's specified percentage of the Renewable Energy Facility or Renewable Energy Facilities, adjusted for losses, but not greater than Renewable Contract Power, shall be considered Renewable Power.
2. Power measurements above the Renewable Contract Power level shall be considered Supplementary Power.

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ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

MONTHLY BILL: (continued)

Adjustments for Losses: Renewable Power and Renewable Energy metered at the Renewable Energy Facility shall be multiplied by the following percentages before it is included as part of Metered Electric Service at the point of delivery:

Deliveries at Secondary Voltage	91.4729%
Deliveries at Primary Voltage	93.7778%
Deliveries at Transmission Voltage	95.6691%

Voltage Levels: Primary Voltage applies where a distribution Customer takes service from Company's available lines of 2,300 to less than 46,000 volts and provides and maintains all transformers and other necessary related equipment. Transmission Voltage applies where service is supplied at approximately 46,000 volts or greater through a single point of delivery.

FORCE MAJEURE: The Company shall not be subject to any liability or damages for inability to provide service, and the Customer shall not be subject to any liability or damage for such inability to receive service, to the extent that such inability shall be due to causes beyond the control of the party seeking to invoke this provision, including, but not limited to, the following: (a) the operation and effect of any rules, regulations and orders promulgated by any Commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction, or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. Should any of the foregoing occur, the facilities charges shall be applied to only such Renewable Power as the Company is able to supply and the Customer is able to receive. The Customer will have no liability for full service until such time as the Customer is able to resume such service, except for any term minimum guarantees designed to cover special facilities extension costs, if any.

The party claiming Force Majeure under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

ELECTRIC SERVICE REGULATIONS: Service under this Schedule will be in accordance with the terms of the Electric Service Agreement between the Customer and the Company. The Electric Service Regulations of the Company on file with and approved by the Public Service Commission of the State of Utah, including future applicable amendments, will be considered as forming a part of and incorporated in said Agreement.

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ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

RENEWABLE ENERGY CONTRACT:

I. CONTRACTING PROCEDURES:

- A. Customer shall enter into a Renewable Energy Contract with the Company. The Company shall charge a Customer for all metered electric service delivered to the Customer according to the terms of the Renewable Energy Contract which shall incorporate by reference the terms of this Schedule and the applicable general service schedule.
- B. **Process:** Within a reasonable time (30 days) after receiving a request from a Customer, confirmation by the Company of all necessary information, and subject to reasonable credit requirements, the Company shall begin preparation of a Renewable Energy Contract with the requesting Customer to supply some or all of the Customer's electric service from one or more Renewable Energy Facilities selected by the Customer.
- C. **Contract Structure:**
1. Rocky Mountain Power shall, by contract with the owner of the Renewable Energy Facility, purchase electricity for resale to one or more Customers;
 2. Rocky Mountain Power shall sell that electricity to the Customer or Customers under Renewable Energy Contracts with the same duration and pricing as the contract between Rocky Mountain Power and the owner of the Renewable Energy Facility; and
 3. Rocky Mountain Power's contract with the owner of the Renewable Energy Facility shall provide that Rocky Mountain Power's obligation to purchase electricity under that contract ceases if the Customer defaults in its obligation to purchase and pay for the electricity under the contract with Rocky Mountain Power.
 4. The right to any environmental attribute associated with a Renewable Energy Facility shall remain the property of the Renewable Energy Facility's owner, except to the extent that a contract to which the owner is a party provides otherwise.
 5. The Renewable Energy Facility is responsible for all transmission interconnection and transmission integration costs.
 - a. Renewable Energy Facility must be interconnected to the Company.

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ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

RENEWABLE ENERGY CONTRACT: (continued)

C. Contract Structure: (continued)

b. The Company must receive confirmation from PacifiCorp Transmission that the Renewable Energy Facility has been designated as a Network Resource pursuant to the Open Access Transmission Tariff and the Company must receive confirmation from PacifiCorp Transmission that the transmission service request has been granted in sufficient capacity to meet or exceed the maximum delivery rate under the contract.

D. Renewable Energy Contract Communications

1. Initial communications regarding the Renewable Energy Contract should be directed to the Company as follows:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232
Attention: Director, Origination
Telephone Number: (503) 813-5218

II. INTERCONNECTION PROCEDURES FOR RENEWABLE ENERGY FACILITIES:

A. In addition to entering into a renewable energy sales agreement, Renewable Energy Facilities intending to make sales to the Company under this tariff are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a renewable energy generator is conditioned upon all necessary interconnection arrangements being consummated.

B. For information on the interconnection process, prospective interconnection customers should access the PacifiCorp OASIS web page at the link below.

<http://www.oasis.oati.com/ppw/index.html>

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ELECTRIC SERVICE SCHEDULE NO. 32 - Continued

II. INTERCONNECTION PROCEDURES FOR RENEWABLE ENERGY FACILITIES: (continued)

- C. Additional contact information to answer interconnection process questions or mailing of interconnection applications is as follows:

(For Overnight Deliveries) PacifiCorp
CCO
825 NE Multnomah, Suite 550
Portland, OR 97232
Attention: Director, Transmission Systems
Telephone Number: (503) 813-7237

(For all other USPS Mail)

P.O. Box 2757
Portland, OR 97208-2757