

Comments by James Adcock on Docket UE- 210183
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Commenting party's name: James L Adcock, Electrical Engineer
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James L Adcock
5005 155th PL SE
Bellevue WA 98006
jimad@msn.com

I will express two concerns raised by this docket, which I will call “Sham Plans” and “Sham Swaps.”

I believe both of these are real problems, which UTC is, or will soon be, addressing.

A “Sham Plan” is simply a Clean Energy Implementation Plan which the Utility does not substantially complete thereby actually accomplishing the claimed GHG emission reductions. Clearly a utility that repeatedly submits “Sham Plans” rather than implementing the claimed GHG reductions defeats the stated intent of CETA. UTC needs ways of enforcing against, and penalizing, mere “Sham Plans.” I believe the clear intent of CETA is that an “Implementation Plan” means something that a utility actually implements – that is the meaning of “Implementation.” It is not merely an “aspirational” “strawman” plan, as is the case with IRP plans.

A “Sham Swap” is contract between two parties, say Party A, a Washington State IOU with substantial Natural Gas Generation. Party B is a large generator of Hydro power, either in Washington State, or outside of Washington State, perhaps claiming to not be subject to CETA law. A “Sham Swap” is a contract where Party A claims to be “swapping” Natural Gas Generated Power which Party A has generated for Hydro Power that Party B has generated – but where analysis of the power flows on power lines shows that no such power swap has actually occurred. A simple proof that no such swap has occurred would be if it can be shown that Party A never actually “exported” any electrical power from their region. If they never actually exported any power from their region, then no Natural Gas generated electricity could have been sent to Party B, in which case no actual power swap has occurred, and the contract is a mere “Sham Swap” allowing Party B to falsely transfer “bundled” NPAs to Party A. Furthermore, if Party A generated Natural Gas power in excess of 20% of customer load, say Party A generated 30% of customer load from Natural Gas, and if it can be shown that Party A never actually exported 10% of that 30% to Party B, or other Parties external to Party A's region, then Party A must certainly have served its customers that 30% Natural Gas power – because that power couldn't have “evaporated”, and it wasn't exported from Party A's region, so it can only have been consumed by Party A's customers. As such [after 2030] Party A has violated the requirements of CETA – notwithstanding any such “Sham Swap” contracts Party A may have. In such a case Party A has clearly served their customers with 30% power from Natural Gas, not the 20% limit required by CETA.

Note that not all “Swaps” are necessarily “Sham Swaps.” For example, let's say Party A and Party B make an agreement [for simplicity's sake] that Party A actually sends Party B 300 megawatts of Natural

Gas generated power during the “nighttime hours” of 8 PM to 8 AM – we can see that this power was actually exported from Party A region to Party B due to real power flows on real power lines. In return Party B sends 300 megawatts of Hydro power to Party A during the “daytime hours” of 8 AM to 8 PM. We can see that power is actually sent over power lines from Party B to Party A. This is a Real “Swap” which serves real “Electrical Engineering” purposes: Party A sends excess power to Party B when Party A doesn’t need it. In turn Party B sends Party A additional power when Party A needs it. This is a “Real Swap” in comparison to “Sham Swaps” – where no such power flows actually happen.

In that the UTC proposed rules offer no protection against “Sham Plans” and “Sham Swaps” – which together allow utilities to defeat the clearly stated intent of CETA and to simply continue fossil fuel generation “business as usual” – without real and meaningful GHG reductions – as such I do not support the rules as proposed by UTC in this docket. Rather, I ask that real substantial protections be added to prevent “Sham Plans” and “Sham Swaps.” Fossil fuel emissions must actually be reduced, and by 2030. That is clearly the intent of CETA.

Thank you,

James Adcock, Electrical Engineer