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| NPRR Number | 1179 | NPRR Title | Fuel Purchase Requirements for Resources Submitting RUC Fuel Costs |
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| Date | | June 2, 2023 | |
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| Submitter’s Information | | | |
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| Market Segment | | Independent Generator | |

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| Comments |

Constellation appreciates the opportunity to submit comments on the proposed changes to require Resources to nominate fuel during a Reliability Unit Commitment (RUC)order in certain scenarios. Constellation can support ERCOT’s new requirements so long as the parameters are clearly defined and reasonable. Constellation is proposing three changes:

First, Constellation proposes changes to clearly define when fuel nominations can be reasonably made by Resources, which will typically be during normal Business Hours. Second, Constellation clarifies that X relates to the initial RUC instruction and is proposing that the value of X be at least 12 hours since this will balance the impacts associated to fuel nominations which for some Resources are fixed hourly and have a fuel gas day requirement to nominate. Additionally, Constellation is clarifying that incremental RUC instructions will require the same fuel nomination criteria for the reasons identified above. Finally, while Constellation can support more direction on gas nominations, we cannot support the requirement for ensuring that those nominations will result in a lower cost. In most cases, the Resource will not know what the final cost of cost nominations will be until after the Operating Day. This is due to contracts that are contingent upon the actual fuel burn relative to the gas nomination which will materially change the actual gas burn which will depend on unpredictable Real-Time market conditions.

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| **Market Rules Notes** |

Please note the following NPRR(s) also propose revisions to the following section(s):

* NPRR1172, Fuel Adder Definition, Mitigated Offer Caps, and RUC Clawback
  + Section 9.14.7

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| Revised Cover Page Language |

None

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| Revised Proposed Protocol Language |

9.14.7 Disputes for RUC Make-Whole Payment for Fuel Costs

(1) If the actual price paid for delivered natural gas for a specific Resource during a Reliability Unit Commitment (RUC)-Committed Interval is greater than Fuel Index Price (FIP) adjusted by the proxy fuel adder, X, defined in the Verifiable Cost Manual (i.e., FIP \* (1+X)), then the QSE may file a Settlement dispute for that Resource’s RUC Make-Whole Payment. The maximum amount that may be recovered through this dispute process is the minimum of:

(a) The difference between the RUC Guarantee based on the actual price paid and the fuel price of FIP \* (1+X); or

(b) The total fuel cost incurred plus Operations and Maintenance (O&M) costs approved with verifiable costs.

The QSE must provide documentation (invoices or contracts, as applicable) that identifies intra-day, same-day, or spot market costs of natural gas consumed during the RUC-Committed Interval. Such documentation is necessary to justify recovery of natural gas costs, which is limited to the actual fuel amount (MMBtus) consumed during RUC-Committed Intervals. All documentation submitted by the QSE for natural gas costs incurred intra-day, same-day, or via spot market must show a nexus from the seller or distributor of natural gas products to the QSE, Resource Entity or Generation Entity as the ultimate buyer. The QSE must demonstrate that the seller or distributor has procured natural gas fuel intra-day, same-day, or via spot market. A Power Purchase or Tolling Agreement (PPA) filed as documentation of proof of fuel costs will not be accepted unless the PPA was signed prior to July 16, 2008, and is not between Affiliates, subsidiaries, or partners.

(2) If the Resource for which the QSE is submitting a Settlement dispute under paragraph (1) above has an executed and enforceable transportation contract (together with any associated statement of operating conditions), on an interstate or intrastate pipeline, for the Generation Resource that received the RUC instruction, the QSE must show proof that the Resource (or another entity acting on behalf of the Resource with respect to fuel procurement) purchased and nominated fuel in sufficient quantities to start and operate the Resource at its Low Sustained Limit (LSL) during the RUC-Committed Intervals, unless the Resource received an initial RUC instruction for less than 12 contiguous hours within the same gas delivery day, if the Resource did not have sufficient time to procure and nominate fuel after receiving the RUC instruction, or if the RUC instruction was instructed outside of business hours or otherwise at a time when the Resource was unable to procure fuel. If the Resource did not or was not able to nominate fuel for the RUC-Committed Intervals, ERCOT may require proof that following a commercially reasonable effort to secure fuel, the Resource was not able to both purchase and nominate fuel for reasons beyond the Resource’s control. ERCOT may require an attestation signed by an officer or executive with authority to bind the QSE stating that the information contained in the dispute is accurate to the best of knowledge and belief.

(a) A Resource is not required to procure and nominate fuel after the initial RUC instruction for incremental RUC instructed hours unless the extended RUC instruction individually meets the requirements under paragraph (2) above.

(3) Notwithstanding the provision in paragraph (1) above, the cost of fuel may also include penalties for fuel delivery outside of RUC-Committed Intervals in accordance with the ratable delivery obligations and costs as specified in the enforceable transportation agreement. In addition, if the Resource (or another entity acting on behalf of the Resource with request to fuel procurement) has purchased sufficient fuel quantities to start and operate the Resource at its LSL during the RUC-Committed Intervals and is eligible to receive a Startup Cost, as described in Section 5.6.2, RUC Startup Cost Eligibility, but trips Off-Line, the QSE is eligible to recover associated fuel penalties incurred through the end of the gas day.

(4) If the actual price paid for the delivered fuel oil used to replace oil consumed during a RUC-Committed Interval is greater than Fuel Oil Price (FOP) adjusted by the proxy fuel adder, X, defined in the Verifiable Cost Manual (i.e., FOP \* (1+X)), then the QSE may file a Settlement dispute for the Resource’s RUC Make-Whole Payment. The maximum amount that may be recovered through this dispute process is the difference between the RUC Guarantee based on the actual price paid and the adjusted price, FOP \* (1+X).

(5) If the QSE representing the Generation Resource made a Three-Part Supply Offer into the DAM based on FIP and had to run on fuel oil in a RUC-Committed Hour with an active Three-Part Supply Offer based on the adjusted FIP, the QSE may file a Settlement dispute to recover the difference between the RUC Guarantee based actual price paid for delivered fuel oil and the fuel price of FIP \* (1+X).

(6) When filing a Settlement dispute under paragraph (4) or (5) above, the QSE must provide documentation (invoices) that identifies purchases of fuel oil by the QSE, Resource Entity, or Generation Entity to replace oil consumed for a RUC-Committed Interval. In addition, the QSE must provide proof that the Resource actually consumed fuel oil during the RUC-Committed Interval. Proof of actual consumption may be based on the Resource’s technical specifications or flow meters as appropriate. Documentation of fuel oil purchases must show that these were made no later than seven Business Days after the end of the last consecutive RUC-Committed Interval. Replacement fuel oil costs are limited to the actual gallons/barrels of fuel oil consumed during RUC-Committed Intervals.

(7) ERCOT may, in its sole discretion, consider documentation types other than those specifically listed in paragraphs (1) and (6) above when offered by a QSE in support of its recovery of fuel costs for RUC deployments. For example, ERCOT may require the Resource input-output equation or average heat rate curve that allows for verification of fuel consumption for operation at and above LSL.

(8) When calculating the RUC Guarantee as described in paragraph (1), (4) or (5) above, the Startup Price per start (SUPR) and the Minimum-Energy Price (MEPR), as defined in paragraph (6) of Section 5.7.1.1, RUC Guarantee, will be set to the Startup Cap (SUCAP) and Minimum-Energy Cap (MECAP), respectively, utilizing the actual fuel price paid.

(9) In order to recover fuel costs above LSL for a RUC-Committed Interval, the QSE must also submit proof of the volume-weighted average actual price paid for fuel consumed by the Resource during a RUC-Committed Interval for generation above LSL. ERCOT will adjust the RUC Guarantee (RUCG) to include the additional fuel costs above LSL filed by the QSE.

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| ***[NPRR1140: Replace paragraph (9) above with the following upon system implementation:]***  (9) In order to recover fuel costs above LSL for a RUC-Committed Interval, the QSE must also submit proof of the volume-weighted average actual price paid for fuel consumed by the Resource during a RUC-Committed Interval for generation above LSL. |