

DOCKETED

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Project Title:	Amendments to Regulations Specifying Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities
TN #:	235994
Document Title:	Shell Energy North America (US), L.P. Comments - 16-RPS-03 Response of Shell Energy North America (US), LP to Comments by TURN
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*Comment Received From: Shell Energy North America (US), L.P.
Submitted On: 12/17/2020
Docket Number: 16-RPS-03*

**16-RPS-03 Response of Shell Energy North America (US), LP to
Comments by TURN**

Additional submitted attachment is included below.

Via CEC E-Comment System

December 17, 2020

Docket Unit
California Energy Commission
1516 9th Street, MS-4
Sacramento, CA 95814

Re: Docket No. 16-RPS-03: Response of Shell Energy North America (US), L.P.
to Misleading Comments by TURN

To: California Energy Commission:

Shell Energy requests leave to respond to the inflammatory and false accusations submitted by TURN in this Docket on December 16, 2020. By attacking Shell Energy rather than addressing the substance of Shell Energy's comments, TURN seeks to divert the Commission's attention from the language of the relevant statute (P.U. Code Section 399.13(b)). Based on its failure to cite the statute, it appears that TURN acknowledges that the statute does not support or justify the Commission's attempt to regulate the terms of upstream suppliers' RPS contracts. Unfortunately, it also appears that TURN is more interested in rewriting the statute than reducing costs for retail customers.

TURN's rant fails to mention that Shell Energy's interpretation of P.U. Code Section 399.13(b) relies upon and is consistent with the statutory language. The statute requires that a **retail seller's** contracts must be for a term of at least ten years. The language does not address the terms of upstream supply contracts. TURN seems to believe that it alone knows what the statute means, even if the language of the statute does not support TURN's view. TURN is not the legislature. TURN may believe that it writes the statutes, but it does not. This Commission cannot adopt implementation regulations that are not based on the language of the statute. The Commission must base its regulation on what the statute provides, not what TURN wishes the statute to provide.

Shell Energy urges the Commission to ignore the intentionally sensational, inflammatory and false language that TURN employs in an effort to press its own agenda. Shell Energy is an upstanding market participant and has continuously and assiduously adhered to all applicable ESP requirements. In fact, a recent (December 11, 2020) CPUC ALJ proposed decision in the

RPS proceeding (R.18-07-003) acknowledged that Shell Energy is on course to meet its long term RPS procurement obligation for the 2021-2024 RPS compliance period. Contrary to TURN's claim, Shell Energy does not "skirt" regulatory requirements or "exploit" ambiguous compliance rules. Rather, Shell Energy devotes considerable resources to complying with all applicable statutes and regulations while minimizing costs for its customers.

Shell Energy urges the Commission to disregard the unprofessional, misleading and incendiary comments submitted by TURN.

Thank you for your consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read "John W. Leslie".

John W. Leslie
of
Dentons US LLP

Attorneys for Shell Energy North
America (US), L.P.