



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

☐ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person:

Phone #:

E-mail:

E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☐ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? ☐ Yes ☐ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☐ No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtailable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY | UNINCORPORATED SOLANO COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | FAIRFIELD | LAFAYETTE | MARTINEZ | MORAGA | OAKLEY
PINOLE | PITTSBURG | PLEASANT HILL | RICHMOND | SAN PABLO | SAN RAMON | VALLEJO | WALNUT CREEK

October 24, 2023

California Public Utilities Commission
Energy Division
Attention: Tariff Unit
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102-3298

ADVICE LETTER MCE 71-E

RE: Approval of Amendments to MCE’s Disadvantaged Communities Green Tariff Program 2023 Power Purchase Agreements

Pursuant to Decision (“D.”) 18-06-027¹ and Resolution E-5124,² Marin Clean Energy (“MCE”) hereby submits this Tier 2 Advice Letter (“AL”) for approval of Amendment No. 2 to two Power Purchase Agreements (“PPAs”) between MCE and CES Electron Farm One, LLC (“Seller”), which resulted from MCE’s initial Disadvantaged Communities Green Tariff (“DAC-GT”) Request for Offers (“RFO”). Attached to this AL are:

Attachment A: Amendment No. 2 to the Renewable PPA between MCE and CES Electron Farm One, LLC, dated as of October 13, 2023 (“Conflitti PPA 1”)

Attachment B: Amendment No. 2 to the Renewable PPA between MCE and CES Electron Farm One, LLC, dated as of October 13, 2023 (“Conflitti PPA 2”)

Attachment C: 2022 DAC-GT and CSGT RFO Bid Information

Attachment D: Confidentiality Declaration

TIER DESIGNATION

This AL has a Tier 2 designation pursuant to Ordering Paragraph (“OP”) 8 of Resolution E-5124.

EFFECTIVE DATE

¹ See. D.18-06-027 at pp. 87-88, approving CCA participation in DAC-GT and CS-GT.

² Resolution E-5124, Ordering Paragraph 8.

Pursuant to G.O. 96-B, MCE requests that this Tier 2 AL become effective on November 24, 2023, which is 30 calendar days from the date of this filing.

CONFIDENTIALITY TREATMENT

MCE is seeking confidential treatment for Attachments A, B, and C to this AL. The information for which MCE is seeking confidential treatment is identified in the Confidentiality Declaration in Attachment D. A public version of this AL and its attachments is being served on the service list for R.14-07-002 and A.16-07-015, as described below.

BACKGROUND

On June 21, 2018, the California Public Utilities Commission (“Commission” or “CPUC”) approved D.18-06-027, adopting two new community solar programs to promote the use of renewable generation among residential customers in disadvantaged communities (“DACs”),³ as directed by the California Legislature in Assembly Bill (“AB”) 327 (Perea), Stats. 2013, ch. 611. The DAC-GT and the CS-GT programs offer 100% solar energy to eligible customers and provide a 20% discount on the electric portion of the bill.

D.18-06-027 allows Community Choice Aggregators (“CCAs”) to develop their own DAC-GT and CS-GT programs, and states that CCAs that elect to offer DAC-GT and CS-GT must abide by all rules and requirements adopted in that decision.⁴ Pursuant to OP 17 of D.18-06-027, MCE filed its Implementation AL (MCE AL 42-E) on May 7, 2020. The Commission approved AL 42-E in Resolution E-5124, issued April 15, 2021.

MCE issued its initial DAC-GT and CS-GT RFO on August 27, 2021, and accepted bids through November 19, 2021. MCE executed the two Conflitti PPAs with Seller on March 20, 2022. In accordance with Resolution E-5124, MCE submitted Advice Letter 63-E to the Commission on June 20, 2022 seeking approval of the Conflitti PPAs. Advice Letter 63-E was accepted by the Commission via a disposition letter on July 20, 2022, with an effective date of June 20, 2022.

Since the initial Conflitti PPAs were executed, MCE has received Board approval to execute one material, commercial amendment to both the Conflitti 1 PPA and Conflitti 2 PPA.⁵ In March, 2023, Seller approached MCE to propose revisions to certain commercial terms in the contracts. MCE and Seller negotiated and modified terms to the Conflitti PPAs, which are included in the Amendments provided as part of this Advice Letter. The section below explains the rationale for the Amendments.

³ DACs are defined under D.18-06-027 as communities that are identified in the most current version of CalEnviroScreen as among the top 25 percent of census tracts statewide, plus the census tracts in the highest five percent of CalEnviroScreen’s Pollution Burden that do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data. For purposes of this AL, MCE is using CalEnviroScreen 3.0, which was the current version at the time of the solicitation described herein.

⁴ D.18-06-027, p. 104, OP 17.

⁵ On June 17, 2022, MCE executed a non-material, non-commercial amendment to both PPAs to state explicitly the language of the RPS non-modifiable standard terms and conditions.

SUMMARY OF AMENDMENT PROCESS

Seller notified MCE that it would be unable to perform under the requirements of Conflitti PPA 2 after receiving results of the project's interconnection studies and permitting requirements, requiring modifications to the commercial operation date and price. Upon receiving the permitting and interconnection results, Seller requested a price increase for both Conflitti PPA 1 and Conflitti PPA 2. MCE negotiated with Seller to reduce the requested price increase. Seller indicated that without the negotiated price increase, it would be unable to perform under Conflitti PPA 2.

MCE has performed due diligence with respect to the proposed amendments. MCE confirmed that Seller's requested price increase is below the Commission-determined price cap for DAC-GT projects. Seller's requested price increase is competitive with bids received by MCE for its 2021 DAC-GT RFO. The increased contract price requested by Seller is lower than the contract prices in all other offers MCE received in the 2021 DAC-GT solicitation, which is supported by the information provided in Attachment C. If Conflitti PPA 2 were to be cancelled, MCE would be in the position to go back out to market to fill the remaining .24 MW capacity in the DAC-GT program. MCE determined it would be prudent and reasonable to accept the price increase and avoid the administrative cost of going back out to market as well as the higher anticipated price of offers.

In exchange for the negotiated price increase and COD extension, MCE negotiated that the developer must pursue the new Low Income ITC Bonus. If the developer can obtain the Low Income ITC bonus, then the price increase will be negated. MCE also negotiated a doubling of both the Development and Performance Security of the projects.

MCE's Board of Directors reviewed the negotiated amendments to the Conflitti PPAs during its October 6, 2023 Technical Committee meeting and approved the execution of the Amendments.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: EDTariffUnit@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:



MARIN COUNTY | NAPA COUNTY | UNINCORPORATED CONTRA COSTA COUNTY | UNINCORPORATED SOLANO COUNTY
BENICIA | CONCORD | DANVILLE | EL CERRITO | FAIRFIELD | LAFAYETTE | MARTINEZ | MORAGA | OAKLEY
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Amulya Yerrapotu
Policy Analyst
MARIN CLEAN ENERGY
1125 Tamalpais Ave.
San Rafael, CA 94901
ayerrapotu@mcecleanenergy.org

MCE Regulatory
regulatory@mcecleanenergy.org
MARIN CLEAN ENERGY
1125 Tamalpais Ave.
San Rafael, CA 94901
Phone: (415) 464-6676

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

MCE is serving copies of this advice filing to the relevant parties shown on the R.14-07-002 and A.16-07-015 service list(s). For changes to these service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

CORRESPONDENCE

For questions, please contact Amulya Yerrapotu by electronic mail at ayerrapotu@MceCleanEnergy.org.

/s/ Amulya Yerrapotu

Amulya Yerrapotu

Policy Analyst

MARIN CLEAN ENERGY (MCE)

cc: R.14-07-002 Service List
A.16-07-015 Service List

ATTACHMENT A

SECOND AMENDMENT TO DISADVANTAGED COMMUNITIES GREEN TARIFF (DAC-GT) RENEWABLE POWER PURCHASE AGREEMENT

This **SECOND AMENDMENT TO DISADVANTAGED COMMUNITIES GREEN TARIFF (DAC-GT) RENEWABLE POWER PURCHASE AGREEMENT** (this “Amendment”) effective as of October 13, 2023 (“Effective Date”), is made between CES Electron Farm One LLC (“Seller”) and Marin Clean Energy, a California joint powers authority (“MCE” or “Buyer”). Seller and Buyer are referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Parties entered into that certain Disadvantaged Communities Green Tariff (DAC-GT) Renewable Power Purchase Agreement, dated March 20, 2022, as amended on June 17, 2022 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Amendments to the Agreement.

- (a) Cover Sheet, the Expected Commercial Operation Date is hereby amended by deleting “12/31/2023” and replacing it with “3/30/2024”.
- (b) Cover Sheet, the Contract Price is hereby amended by deleting “[REDACTED]” and replacing it with “[REDACTED]”.
- (c) Cover Sheet, the Development Security and Performance Security amounts are hereby amended by deleting “[REDACTED]” and replacing it with “[REDACTED]” in both instances.
- (d) Exhibit C, subsection (a) is hereby deleted in its entirety and replaced with the following:

“(a) Facility Energy. Buyer shall pay Seller the Contract Price for each MWh of Product, as measured by the amount of Facility Energy and Deemed Delivered Energy, if any, up to one hundred and five percent (105%) of the Expected Energy for each Contract Year.”
- (e) Exhibit C, subsection (c) is hereby amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, Seller shall apply for and use commercially reasonable efforts to obtain the low-income communities bonus adder tax credit for the ITC (the “Low-Income ITC Bonus”) for the Facility. If Seller (or any Affiliate of Seller) obtains the Low-Income ITC Bonus for the Facility, the Contract Price shall be automatically reduced by [REDACTED] without further action or amendment required by either Party.”

2. General.

a. CPUC Approval. Within ninety (90) days after the Effective Date of this Amendment, Buyer shall file with the CPUC the appropriate request for CPUC Approval. As requested by Buyer, Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. MCE has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Amendment or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party. Either Party has the right to terminate this Amendment on Notice, which will be effective five (5) Business Days after such Notice is given, if CPUC Approval has not been obtained or waived by Buyer in its sole discretion within one hundred eighty (180) days after Buyer files its request for CPUC Approval and a Notice of termination is given on or before the two hundred tenth (210th) day after Buyer files the request for CPUC Approval. "CPUC Approval" shall have the same meaning as set forth in the Agreement.

b. Effect of the April 10, 2023 Letter Regarding Force Majeure Event. The Parties agree that this Amendment supersedes that certain Response to Notice of Force Majeure Event letter dated April 10, 2023, and for greater clarity, Buyer acknowledges that the provision in such letter that no further extension shall be granted under the Development Cure Period for any reason, including Force Majeure Event, absent the agreement of the Parties, is no longer applicable to the Agreement.

c. Agreement Otherwise Not Affected. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.

d. Entire Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication or prior writings related thereto.

e. Binding Effect. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

f. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT.

g. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed signature page of this Amendment as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.

h. Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the Effective Date.

CES Electron Farm One ____

Sign: Michael Kremer
Name: Michael Kremer
Title: Authorized Person

Marin Clean Energy, a California joint powers authority

DocuSigned by:
Sign: Dawn Weisz
Name: dweis2@marin-cleanenergy.org
Title: CEO

Marin Clean Energy, a California joint powers authority

DocuSigned by:
Sign: Devin Murphy
Name: Devin Murphy
Title: Technical Committee Chair

ATTACHMENT B

SECOND AMENDMENT TO DISADVANTAGED COMMUNITIES GREEN TARIFF (DAC-GT) RENEWABLE POWER PURCHASE AGREEMENT

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findings required for CPUC Approval with conditions or modifications unacceptable to either Party. Either Party has the right to terminate this Amendment on Notice, which will be effective five (5) Business Days after such Notice is given, if CPUC Approval has not been obtained or waived by Buyer in its sole discretion within one hundred eighty (180) days after Buyer files its request for CPUC Approval and a Notice of termination is given on or before the two hundred tenth (210th) day after Buyer files the request for CPUC Approval. "CPUC Approval" shall have the same meaning as set forth in the Agreement.

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e. Binding Effect. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

f. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT.

g. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed signature page of this Amendment as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.

h. Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the Effective Date.

CES Electron Farm One LLC

Sign: Michael Kremer
Name: Michael Kremer
Title: Authorized Person

Marin Clean Energy, a California joint powers authority,

DocuSigned by:
Sign: Dawn Weisz
Name: Dawn Weisz
Title: CEO

Marin Clean Energy, a California joint powers authority,

DocuSigned by:
Sign: Devin Murphy
Name: Devin Murphy
Title: Technical Committee Chair

ATTACHMENT C

2021 DAC-GT RFO Bid Information

Developer	Project Name	Capacity (MW)	Technology	Energy Price (\$/MWh)
White Pine Development, LLC	Conflitti	4.4	PV	██████
Renewable America, LLC	Dos Palos Clean Power	3	PV	██████
Renewable America, LLC	Oroville Dam Clean Power	2	PV	██████

ATTACHMENT D

**Declaration of Dawn Weisz Supporting Confidentiality Claim for Submission of
Marin Clean Energy Advice Letter 71-E - Confidential**

In accordance with General Order (“G.O.”) 66-D, Decision (“D.”) 06-06-066, D.08-04-023, D.20-07-005, and D.21-11-029 (collectively, the “Confidentiality Decisions”) for the submission of confidential information to the California Public Utilities Commission (“Commission”) in an Advice Letter (“AL”), Marin Clean Energy (“MCE”) submits the following declaration in support of its claim of confidentiality for the below-specified information provided in MCE AL 71-E.

The undersigned declares, under penalty of perjury, as follows:

1. In my capacity as the Chief Executive Officer, I have knowledge of the information provided in this declaration and am authorized to make this Declaration on MCE’s behalf.
2. In this AL submission, MCE is securely and confidentially uploading the following documents to the Energy Division through the Commission’s File Transfer Protocol system:
 - a. “MCE AL 71-E – Confidential”
 - b. “MCE Confidentiality Declaration”
3. In this AL submission, MCE is publicly submitting the following documents to the Energy Division and the consolidated service list for Rulemaking 14-07-002 and Application 16-07-015 via email:
 - a. “MCE AL 71-E – Public”
 - b. “MCE Confidentiality Declaration”
4. Through this declaration, MCE requests that the redacted portions of the following documents be treated as confidential and kept under seal:
 - a. Confidential Attachment A – Amendment No. 2 to the Renewable PPA between MCE and CES Electron Farm One, LLC, dated as of October 13, 2023 (“Conflitti PPA 1”)
 - b. Confidential Attachment B – Amendment No. 2 to the Renewable PPA between MCE and CES Electron Farm One, LLC, dated as of October 13, 2023 (“Conflitti PPA 2”)
 - c. Confidential Attachment C – 2022 DAC-GT and CSGT RFO Bid Information

5. This request for confidentiality is being made pursuant to the requirements and authority of the Confidentiality Decisions, Commission G.O. 66-D, California Civil Code 3426.1(d), California Evidence Code 1060, and California Government Code Sections 6254(k) and 7920.000 *et seq.*
6. The attached “Table of Confidential Information” identifies the specific information that is subject to this confidentiality request, provides specific citations to the authority upon which each request is based, provides a granular justification for confidential treatment, and specifies the length of time that the information is to be kept confidential.
7. MCE is complying with the limitations on confidentiality specified in the D.06-06-066 Matrix (as amended by subsequent decisions) for the types of data being submitted subject to a request for confidentiality.
8. To the best of my knowledge, the information being submitted subject to this request for confidentiality is not already public.
9. As set forth in the “Table of Confidential Information”, Confidential Attachments A, B, and C contain confidential and highly market-sensitive supporting documentation for MCE AL 71-E.
10. The redacted portions of Confidential Attachments A, B, and C cannot be aggregated, redacted, summarized, masked, or otherwise protected in a way that allows partial disclosure.
11. The following person is designated as the person for the Commission to contact regarding potential release of this information by the Commission:

Dawn Weisz
Chief Executive Officer
Marin Clean Energy
1125 Tamalpais Avenue
San Rafael, California 94901
dweisz@mcecleanenergy.org

Executed on October 24, 2023 at San Rafael, California

/s/ Dawn Weisz

Dawn Weisz
Chief Executive Officer
Marin Clean Energy

TABLE OF CONFIDENTIAL INFORMATION
MCE Advice Letter 71-E

Redaction Reference	Authority For Confidentiality Request	Justification for Confidential Treatment	Length of Time Data To Be Kept Confidential
<p>Confidential Attachment A – Amendment No. 2 to Renewable PPA between MCE and CES Electron Farm One, LLC, dated as of October 13, 2023 (“Conflitti PPA 1”)</p> <p>Confidential Attachment B – Amendment No. 2 to Renewable PPA between MCE and CES Electron Farm One, LLC, dated as of October 13, 2023 (“Conflitti PPA 2”)</p> <p>Confidential Attachment C – 2022 DAC-GT and CSGT RFO Bid Information</p>	<p>ESP/CCA Matrix, Item IV(C) as adopted in D.06-06-066 and as modified in D.08-04-023 and D.20-07-005</p> <p>Commission General Order 66-D</p> <p>Public Utilities Code Section 583</p> <p>California Civil Code 3426.1(d)</p> <p>California Government Code Sections 7920.000 <i>et seq.</i> & 6254(k).</p> <p>California Evidence Code Section 1060</p>	<p>Item IV(C) of the ESP/CCA Matrix provides that contract summaries information is public, including counterparty, resource type, location, capacity, expected deliveries, place of delivery, length of contract, and online date. All other terms qualify for confidential treatment. Confidential Attachments A & B contain information regarding contract price, milestone dates, expected generation, and financial terms. This information is not listed as public in the matrix category, and therefore qualifies for confidentiality as “other terms.”</p> <p>Additionally, Confidential Attachments A, B & C contain market-sensitive and/or trade secret information. Even if no other authority applied to protect this information, the Commission must protect this information because the public interest in protecting the information clearly outweighs the public interest in disclosure. Disclosures of certain contract terms and underlying information, including but not limited to financial terms and the bidding information and negotiations that lead to the formation and adoption of such contract provisions and information, could provide valuable market-sensitive information to market participants, erode MCE’s current or future contract negotiations, and create distortions in the resource adequacy and energy markets. All of the foregoing would negatively impact MCE and its customers and cause harm to the public. In contrast, the public interest is minimal in public disclosure of pricing and procurement data for a single load serving</p>	<p>Under ESP/CCA Matrix, Item IV(C) terms are confidential for three years from the date the contract states deliveries to begin, or until one year following expiration, whichever comes first.</p>

		entity.	
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