

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



December 19, 2019

Advice Letter 372-E

Nguyen Quan
Manager, Regulatory Affairs
Golden State Water Company
630 East Foothill Boulevard
San Dimas, CA 91773

Subject: Request for Approval and Authority to Recover Costs of Power Purchase Agreements with Morgan Stanley and Constellation Pursuant to Decision D. 19-08-030

Dear Mr. Quan:

Advice Letter 372-E is effective as of October 22, 2019.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph
Deputy Executive Director for Energy and Climate Policy/
Director, Energy Division



ADVICE LETTER SUMMARY

ENERGY UTILITY



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

Company name/CPUC Utility No.: Bear Valley Electric Service (913-E)

Utility type:

- ELC GAS WATER
 PLC HEAT

Contact Person: Nguyen Quan

Phone #: (909) 394-3600 x664

E-mail: nquan@gswater.com

E-mail Disposition Notice to: nquan@gswater.com

EXPLANATION OF UTILITY TYPE

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

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 372-E

Tier Designation: 1

Subject of AL: Request for Approval, and Authority to Recover Costs, of Power Purchase Agreements With Morgan Stanley and Constellation Pursuant to Decision D. 19-08-030

Keywords (choose from CPUC listing): Agreement, Compliance

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Decision No. 19-08-030

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: N/A

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: 10/22/19

No. of tariff sheets: 0

Estimated system annual revenue effect (%): 0.0

Estimated system average rate effect (%): 0.0

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: None

Service affected and changes proposed¹: See Advice Letter

Pending advice letters that revise the same tariff sheets: None

¹Discuss in AL if more space is needed.

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

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name: Nguyen Quan
Title: Regulatory Affairs Manager
Utility Name: Bear Valley Electric Service
Address: 630 E. Foothill Blvd.
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x 664
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: nquan@gswater.com

Name: Ronald Moore
Title: Senior Regulatory Analyst
Utility Name: Bear Valley Electric Service
Address: 630 E. Foothill Blvd.
City: San Dimas State: California
Telephone (xxx) xxx-xxxx: (909) 394-3600 x 682
Facsimile (xxx) xxx-xxxx: (909) 394-7427
Email: rkmoore@gswater.com



(Public Version)

October 22, 2019

Advice Letter No. 372-E

(913 E)

California Public Utilities Commission

Golden State Water Company (“GSWC”) hereby transmits for filing an original and two copies of this advice letter on behalf of its Bear Valley Electric Service (“BVES”) Division.

Subject: Request for Approval, and Authority to Recover Costs, of Power Purchase Agreements With Morgan Stanley and Constellation Pursuant to Decision D. 19-08-030

Introduction

Golden State Water Company (“GSWC”), on behalf of its Bear Valley Electric Service (“BVES” or “Bear Valley”) division, hereby transmits copies of executed, preapproved power purchase agreements (“PPAs”) with Morgan Stanley Capital Group, Inc. (“Morgan Stanley”) and Exelon Generation Company, LLC (“Constellation”) and requests approval to recover the associated costs of such PPAs in accordance with the California Public Utilities Commission (“Commission”) Decision No. (“D.”) 19-08-030.

This Advice Letter contains confidential Appendices A through E. A declaration of confidentiality and a proposed protective order are set forth in Appendices F and G, respectively.

Purpose

As authorized in D.19-08-030, BVES submits for approval the following executed, preapproved PPAs: (i) a Master Power Purchase and Sale Agreement (“Master Agreement”), as modified by a Cover Sheet, a Collateral Annex Credit Elections Cover Sheet (“Collateral Annex”) and a Confirmation Agreement (including price) for an Annual Baseload – Variable Monthly Energy Product with Morgan Stanley, and (ii) a Master Agreement, as modified by a Cover Sheet, a Collateral Annex, and a Confirmation Agreement (including price) for a Seasonal Baseload – Shaped Monthly Volume Energy Product with Constellation. BVES is also seeking approval to recover the actual costs of energy resulting from such executed PPAs with Morgan Stanley and Constellation, all in compliance with Ordering Paragraphs (“OP”) Nos. 3 and 4 in D.19-08-030, which provides as follows:

3. In accordance with Decision 17-04-003, Golden State Water Company (Golden State) on behalf of its Bear Valley Electric Service Division (Bear Valley) shall submit the two executed confirmations (including price) using the advice letter process. If the Confirmation is at or below the applicable approved confidential benchmark price, Golden State on behalf of Bear Valley shall submit the Confirmation via a Tier 1 advice

letter. If the Confirmation is at or above the applicable approved confidential benchmark price, Golden State on behalf of its Bear Valley shall submit the Confirmation via a Tier 3 advice letter.

4. Golden State Water Company (Golden State) on behalf of its Bear Valley Electric Service Division (Bear Valley) is granted authority to recover costs associated with the confirmation of the two Energy Products selected and executed by Golden State on behalf of Bear Valley.

Background

BVES purchases nearly all of its energy requirements in the unregulated wholesale market, primarily through long-term power purchase agreements. In D.17-04-003, the Commission approved the following power procurement process for Bear Valley:

- 1) Bear Valley shall submit for Commission approval, via application, the terms and conditions, along with a proprietary product price benchmark, for PPAs that are in the final stages of negotiation. The application must include a current copy of Bear Valley's integrated Resources Plan (IRP).*
- 2) Upon approval of the PPA terms and conditions, and the confidential product price benchmark, Bear Valley is free to negotiate and execute a final PPA.*
- 3) If the final PPA is consistent with the terms and conditions approved by the Commission and the executed energy and capacity price is at or below the approved product price benchmark, Bear Valley shall submit a final executed PPA via Tier 1 advice letter, which will become effective pursuant to the terms of General Order (GO) 96-B.¹*

The Commission confirmed in D.19-08-030 that this power procurement methodology remains in full effect.²

On April 30, 2019, BVES filed Application No. ("A.") 19-04-027 requesting preapproval of the following unexecuted PPAs that were in the final stages of negotiation: (i) Master Agreement and Collateral Annex with Morgan Stanley; (ii) Master Agreement and Collateral Annex with Constellation; (iii) Confirmations with Morgan Stanley for Annual Baseload -- Fixed Volume, Annual Baseload -- Shaped Volume, Annual Baseload -- Variable Monthly Volume, Seasonal Baseload -- Fixed Volume, Seasonal Baseload -- Shaped Volume and Seasonal Baseload -- Variable Monthly Volume Energy Products; (iv) Confirmations with Constellation for Annual Baseload -- Fixed Volume, Annual Baseload -- Shaped Volume, Annual Baseload -- Variable Monthly Volume, Seasonal Baseload -- Fixed Volume, Seasonal Baseload -- Shaped Volume and Seasonal Baseload -- Variable Monthly Volume energy products; (v) and Confirmations

¹ Ordering Paragraph No. 3, D.17-04-003 at p. 28, and restated in D.19-08-030 at p. 7.

² D.19-08-030, fn. 5 at p. 8.

with Shell Energy North America (US) L.P. (“Shell”)³ for Annual Baseload -- Fixed Volume, Annual Baseload -- Shaped Volume, Annual Baseload -- Variable Monthly Volume, Seasonal Baseload -- Fixed Volume, Seasonal Baseload -- Shaped Volume and Seasonal Baseload -- Variable Monthly Volume Energy Products.⁴

BVES attached its most recent Integrated Resource Plan (“IRP”) to A.19-04-027, which reflected Bear Valley’s most up-to-date analysis of its energy resource needs.⁵

Consistent with the power procurement process authorized in D.17-04-003, Bear Valley also sought in A.19-04-027 preapproval of a process to determine a confidential benchmark price for each of the above-referenced Energy Products and authority to recover costs associated with confirmations for each of two energy products selected and executed by GSWC on behalf of Bear Valley.⁶

BVES was granted authority in OP No. 3 of D.19-08-030 to subsequently submit final, executed PPAs (including prices) by Advice Letter along with applicable approved confidential benchmark prices. If the price of the confirmation is at or below the applicable approved confidential benchmark price, Bear Valley is authorized to submit the confirmation via a Tier 1 advice letter.⁷ If the final (executed) confirmation is consistent with the terms and conditions (excluding price) of the preapproved form of confirmation, Bear Valley is authorized to recover the costs of the power that is priced at or below the approved benchmark price.⁸

Executed Master and Collateral Agreements with Morgan Stanley and Constellation Are Consistent with Terms and Conditions of Preapproved Master and Collateral Agreements

OP No. 1 of D.19-08-030 granted preapproval of the terms and conditions of an unexecuted Master Agreement and Collateral Annex with Morgan Stanley and terms and conditions of an unexecuted Master Agreement and Collateral Annex with Constellation.⁹ Each of the attached, executed Master Agreement and Collateral Annex with Morgan Stanley, and the Master Agreement and Collateral Annex with Constellation, is consistent with the terms and conditions

³ A Master Agreement and Collateral Annex with Shell were previously approved by the Commission.

⁴ D.19-08-030 at pp. 4-5.

⁵ Id. at p. 8.

⁶ Id. at p. 5.

⁷ Id. at pp. 11-12 and OP No. 3 at p. 20.

⁸ D.19-08-030, Fn. 13 at p. 12, referencing OP No. 3 in D. 17-04-003.

⁹ D.19-08-030 at p. 19.

for each such unexecuted PPAs preapproved by the Commission in D.19-08-030. In fact, no changes, additions or modifications were made to the preapproved terms and conditions of such PPAs before they were executed. Copies of each of these executed PPAs are attached hereto in confidential Appendix A.

These PPAs are enabling agreements for one or more energy products/transactions. They do not commit the parties to any specific energy product/transaction. Confirmation agreements are necessary to commit parties to specific energy products/transactions.

Description of Energy Products

As described in A.19-04-027,¹⁰ Bear Valley sought bids for PPAs for six different Energy Products, which are described below:

Annual Baseload – Fixed Volume Energy Product.

A PPA with a term from December 1, 2019 to October 31, 2024 (59 months) for a fixed volume of 14 MW of annual firm baseload (7 x 24) for all hours of the term of the agreement.

Annual Baseload – Shaped Volume Energy Product.

A PPA with a term from December 1, 2019 to October 31, 2024 (59 months) for a shaped volume of annual firm baseload for all hours of the term of the agreement as set forth in the chart below:

Hour Each Day of Each Month	MW/Hour
HE 1:00	15
HE 2:00	14
HE 3:00	14
HE 4:00	14
HE 5:00	14
HE 6:00	14
HE 7:00	13
HE 8:00	11
HE 9:00	10
HE 10:00	9
HE 11:00	9
HE 12:00	9
HE 13:00	9
HE 14:00	10
HE 15:00	11
HE 16:00	14
HE 17:00	16
HE 18:00	17
HE 19:00	18
HE 20:00	19
HE 21:00	19
HE 22:00	18
HE 23:00	17
HE 24:00	16

¹⁰ A.19-04-027 at pp. 11-14.

Annual Baseload – Variable Monthly Volume Energy Product.

A PPA with a term from December 1, 2019 to October 31, 2024 (59 months) for variable monthly annual firm baseload for all hours for the term of the agreement as set forth in the chart below:

Term: 12/1/2019 to 10/31/2024

Year	Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
2019	12	16	15	15	15	15	16	17	16	16	15	15	14	14	14	14	15	17	20	21	21	21	20	19	18	
2020	1	15	14	14	14	14	14	15	16	16	16	15	14	14	13	13	14	15	18	19	19	19	18	17	16	
	2	16	15	15	15	15	16	17	17	17	17	17	17	16	16	16	16	17	18	20	21	20	19	18	17	
	3	16	16	16	16	16	17	18	18	18	17	17	17	16	16	16	16	16	17	19	19	19	18	17	16	
	4	13	13	13	13	14	15	15	16	15	15	15	15	15	14	15	15	15	16	17	18	17	16	15	14	
	5	13	12	12	12	13	13	14	15	15	14	14	14	14	14	14	14	15	15	16	17	17	15	14	13	
	6	14	14	13	13	13	13	13	14	15	15	15	15	15	16	15	15	16	16	16	16	17	18	18	17	15
	7	15	14	13	13	12	12	13	14	15	16	16	16	16	16	16	16	17	17	17	18	19	20	18	16	
	8	14	14	13	13	12	12	13	14	15	15	16	16	16	16	16	16	17	17	17	18	18	20	20	18	16
	9	13	13	12	12	12	12	13	13	14	15	15	15	15	15	15	15	15	16	16	18	18	18	16	15	
	10	13	12	12	12	12	13	14	14	15	14	14	14	14	14	14	14	15	16	17	17	17	16	15	13	
	11	15	15	15	15	15	15	16	17	16	16	15	14	14	14	14	15	16	18	19	19	18	17	17	16	
	12	16	15	15	15	15	15	16	16	15	15	14	14	13	13	14	15	17	20	21	21	21	20	19	18	
2021	1	15	14	14	13	13	14	15	16	16	16	15	14	13	13	13	14	15	18	18	19	19	17	17	15	
	2	15	15	15	15	15	16	16	17	17	17	17	17	16	16	16	16	17	18	20	21	20	19	18	17	
	3	17	16	16	16	17	18	16	15	13	11	9	10	10	11	12	14	17	18	20	20	19	18	17	17	
	4	14	14	14	14	15	15	13	11	9	7	8	8	8	9	11	13	16	16	18	18	18	17	15	14	
	5	13	13	12	13	13	13	11	10	9	8	7	7	8	9	10	12	15	16	17	18	17	16	14	13	
	6	15	14	13	13	13	12	11	10	9	8	8	8	9	10	11	13	16	16	17	17	18	18	17	16	
	7	15	14	13	13	13	12	11	10	10	10	10	11	11	11	13	15	17	18	18	19	19	20	19	17	
	8	15	14	13	13	13	12	11	9	9	9	9	10	10	11	12	14	17	18	18	18	20	20	18	16	
	9	14	13	12	12	12	12	10	9	9	8	8	8	8	10	11	13	16	16	17	18	18	18	16	15	
	10	13	13	12	12	12	13	11	10	8	7	7	7	8	9	10	14	15	16	18	18	17	16	15	14	
	11	16	15	15	15	15	16	14	12	11	9	8	8	8	9	11	16	17	18	19	19	19	18	17	17	
	12	16	15	15	15	15	16	15	12	10	9	8	7	8	9	11	15	17	20	21	21	21	20	19	18	
2022	1	15	14	14	14	14	14	14	13	11	10	8	7	7	8	10	13	15	18	19	19	19	18	17	16	
	2	16	15	15	15	16	16	16	14	13	12	11	11	11	11	12	14	17	19	21	21	20	19	19	17	
	3	17	16	16	16	17	18	16	14	12	11	9	9	9	10	12	14	17	18	19	20	19	18	17	17	
	4	14	14	14	14	14	15	13	11	9	7	7	7	8	9	11	13	15	16	18	18	18	16	15	14	
	5	13	12	12	12	13	12	11	10	8	7	7	7	7	9	10	12	15	16	17	18	17	16	14	13	
	6	14	14	13	13	13	12	11	9	9	8	8	8	9	10	11	13	16	16	17	17	18	18	17	15	
	7	15	14	13	13	13	12	11	10	10	10	10	11	11	11	13	14	17	17	18	19	19	20	19	17	
	8	15	14	13	13	13	12	10	9	9	9	9	9	10	11	12	14	17	17	18	18	20	20	18	16	
	9	14	13	12	12	12	12	10	9	9	8	8	8	8	10	11	13	16	16	17	18	18	18	16	15	
	10	13	13	12	12	12	13	11	10	8	7	7	7	8	9	10	14	15	16	17	18	17	16	15	14	
	11	16	15	15	15	15	16	14	12	11	9	8	8	8	9	11	15	17	18	19	19	18	17	17	17	
	12	16	15	15	15	15	16	15	12	10	8	8	7	7	9	11	15	17	20	21	21	21	20	19	18	
2023	1	15	14	14	14	14	14	14	13	11	10	8	7	7	8	9	13	15	18	18	19	19	18	17	16	
	2	16	15	15	15	16	16	16	14	13	12	11	11	11	11	12	14	17	18	20	21	20	19	19	17	
	3	16	16	16	16	17	18	16	14	12	11	9	9	9	10	12	14	17	18	19	20	19	18	17	16	
	4	14	14	14	14	14	15	13	11	9	7	7	7	8	8	11	13	15	16	18	18	18	16	15	14	
	5	13	12	12	12	13	12	11	10	8	7	7	7	7	9	10	12	15	16	17	18	17	16	14	13	
	6	14	14	13	13	13	12	11	9	9	8	8	8	9	10	11	13	15	16	16	17	18	18	17	15	
	7	15	14	13	13	13	12	11	10	10	10	10	11	11	11	13	14	17	17	18	19	19	20	19	17	
	8	15	14	13	13	13	12	10	9	9	9	9	9	10	11	12	14	17	17	18	18	20	20	18	16	
	9	14	13	12	12	12	11	10	9	9	8	8	8	8	10	11	13	16	16	17	18	18	18	16	15	
	10	13	12	12	12	12	13	11	10	8	7	7	7	8	9	10	14	15	16	17	17	17	16	15	14	
	11	16	15	15	15	15	15	14	12	10	9	8	8	8	9	11	15	17	18	19	19	18	17	17	17	
	12	16	15	15	15	15	16	15	12	9	8	8	7	7	9	11	15	17	19	20	21	21	20	19	18	

2024	1	15	14	14	14	14	14	14	13	11	10	8	7	7	8	9	13	15	18	18	19	19	18	17	16
	2	16	15	15	15	15	16	16	14	13	12	11	11	11	11	12	14	17	18	20	21	20	19	19	17
	3	16	16	16	16	17	18	16	14	12	11	9	9	9	10	12	14	17	18	19	20	19	18	17	16
	4	14	14	14	14	14	15	13	11	9	7	7	7	8	8	11	13	15	16	18	18	18	16	15	14
	5	13	12	12	12	13	12	11	10	8	7	7	7	7	9	10	12	15	16	17	18	17	16	14	13
	6	14	14	13	13	13	12	11	9	9	8	8	8	9	10	11	13	16	16	16	17	18	18	17	15
	7	15	14	13	13	13	12	11	10	10	10	10	11	11	11	12	14	17	17	18	19	19	20	19	17
	8	15	14	13	13	13	12	10	9	9	9	9	9	10	11	12	14	17	17	18	18	20	20	18	16
	9	14	13	12	12	12	12	10	9	9	8	8	8	8	10	11	13	16	16	17	18	18	18	16	15
	10	13	13	12	12	12	13	11	10	8	7	7	7	8	9	10	14	15	16	17	18	17	16	15	14

Seasonal Baseload – Fixed Volume Energy Product.

A PPA with a term from November 1, 2019 to December 31, 2022 (38 months) for a fixed volume firm seasonal baseload (7 x 24) of 5 MW for all hours of November, December, January and February for the term of the agreement, as described below.

Month	MW/Hour All Month (7 x 24)
November	5
December	5
January	5
February	5

Seasonal Baseload – Shaped Volume Energy Product.

A PPA with a term from November 1, 2019 to December 31, 2022 (38 months) for a shaped volume of seasonal firm base load (7 x 24) for all hours of November, December, January and February for the term of the agreement as described below:

Year	January MW/Hour (7 x 24)	February MW/Hour (7 x 24)	November MW/Hour (7 x 24)	December MW/Hour (7 x 24)
2019	7	3	3	7
2020	7	3	3	7
2021	7	3	3	7
2022	7	3	3	7

Seasonal Baseload – Variable Monthly Volume Energy Product.

A PPA with a term from November 1, 2019 to December 31, 2022 (38 months) for a variable monthly volume of seasonal firm base load for the months of November, December, January and February for the term of the agreement as described below:

Hour Each Day of Each Month	January MW/Hour	February MW/Hour	November MW/Hour	December MW/Hour
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HE 1:00	7	4	4	8
HE 2:00	7	4	4	8
HE 3:00	7	4	4	8
HE 4:00	7	4	4	8
HE 5:00	7	4	4	8
HE 6:00	7	5	5	9
HE 7:00	9	7	5	10
HE 8:00	10	7	5	9
HE 9:00	10	8	5	9
HE 10:00	10	8	5	9
HE 11:00	9	8	4	9
HE 12:00	8	8	4	8
HE 13:00	8	7	4	8
HE 14:00	7	6	3	8
HE 15:00	7	5	4	8
HE 16:00	7	4	5	8
HE 17:00	6	4	4	8
HE 18:00	8	4	4	10
HE 19:00	7	5	4	10
HE 20:00	7	5	3	9
HE 21:00	7	4	3	9
HE 22:00	7	4	2	9
HE 23:00	7	5	3	9
HE 24:00	7	4	4	9

Final Bid Process Completed

Bear Valley requested final bids from the short-listed bidders of Constellation, Morgan Stanley and Shell on all Energy Products. The final bids were received on September 20, 2019, and are set forth in confidential Appendix B, attached hereto.

Bid Evaluation Process

In its direct testimony accepted into evidence in A.19-04-027, Bear Valley undertook a rigorous evaluation process of preliminary bids to determine the lowest risk, best fit/lowest cost combination of Energy Products.¹¹ Based upon the bids received on January 16, 2019, using the evaluation process described in its direct testimony, Bear Valley concluded that the lowest risk, best fit/lowest cost combination of Energy Products was the Annual Baseload – Variable Monthly Volume, and Seasonal Baseload -- Shaped Monthly Volume. In its direct testimony, Bear Valley committed to using the same rigorous bid evaluation process on the final bids as it used on the January 16, 2019 preliminary bids.¹²

Using the bid evaluation process set forth in its direct testimony in A.19-04-027 and applying it to the final bids it received on September 20, 2019, Bear Valley determined that the lowest risk, best fit/lowest cost combination of Energy Products was the bid submitted by Morgan Stanley for the Annual Baseload – Variable Monthly Volume, and the bid submitted by Constellation for the Seasonal Baseload -- Shaped Monthly Volume. The bid evaluation calculations are set forth in confidential Appendix C, attached hereto.

¹¹ Bear Valley Exhibit 2C – Volume 2 Direct Testimony Confidential, pp. 13-23.

¹² Id. at p. 23.

Applicable Benchmark Price

As required for the power procurement process approved in D.17-04-003, Bear Valley proposed in its confidential testimony in A.19-04-027, and the Commission preapproved in D.19-08-003, a process for determining a benchmark price for each Energy Product/Confirmation. The Commission concluded that the process proposed in by BVES in A.19-04-027 was the same process for determining a benchmark price as approved in D.14-12-003.¹³ Using the preapproved process for determining a benchmark price, BVES developed the applicable benchmark prices for the Annual Baseload – Variable Monthly Volume, and Seasonal Baseload -- Shaped Monthly Volume Energy Products, which are set forth in confidential Appendix D, attached hereto.

Execution of Two Preapproved Confirmations

On September 20, 2019, GSWC, on behalf of BVES, accepted the bids of Morgan Stanley for the Annual Baseload – Variable Monthly Volume, and Constellation for the Seasonal Baseload -- Shaped Monthly Volume Energy Products. Using the forms of the Confirmations preapproved by the Commission in D.19-08-030, GSWC inserted the price and other pertinent energy-transaction information into the applicable, preapproved Confirmation and executed a Confirmation for Annual Baseload – Variable Monthly Volume with Morgan Stanley, and a Confirmation for Seasonal Baseload -- Shaped Monthly Volume with Constellation, copies of both of which are included in confidential Appendix E, attached hereto.

Executed Confirmation Prices Are Less Than Applicable Benchmark Prices

The prices for the two executed Confirmations and their respective benchmark prices are set forth in confidential Appendix D, attached hereto.

As shown in Appendix D, the price for each of the executed Confirmations is below its respective benchmark price. OP No. 3 of D.19-08-030 provides that “If the Confirmation [price] is at or below the applicable approved confidential benchmark price, Golden State on behalf of Bear Valley shall submit the Confirmation via a Tier 1 advice letter.”

Bear Valley Is Authorized to Recover Costs of Confirmations

Bear Valley has complied in all respects with the power procurement requirements set forth in D.19-08-030. The executed PPAs (Master Agreement, Collateral Annex and Confirmation for Annual Baseload – Variable Monthly Volume with Morgan Stanley, and Master Agreement, Collateral Annex and Confirmation for Seasonal Baseload – Shaped Monthly Volume with Constellation) are all consistent with the terms and conditions of the respective PPAs preapproved by the Commission in D.19-08-030, and the prices in the Confirmations are less than the applicable benchmark prices developed in accordance with the preapproved process for developing such benchmark prices as approved by the Commission in D.19-08-030. Therefore, such PPAs with Morgan Stanley and Constellation should be approved and the costs related to such PPAs and should be authorized to be recovered in rates by Bear Valley.

¹³ D.19-08-030 at p. 11.

Tier Designation and Effective Date

In compliance with OP No. 3 in D.19-08-030, this Advice Letter is submitted with a Tier 1 designation and is deemed effective on October 22, 2019.

Notice and Protests

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties to service list A.19-04-027 by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

A protest is a document objecting to the granting in whole or in part of the authority sought in this advice letter.

A response is a document that does not object to the authority sought, but nevertheless presents information that the party tendering the response believes would be useful to the CPUC in acting on the request.

A protest must be mailed within 20 days of the date the CPUC accepts the advice letter for filing. The Calendar is available on the CPUC's website at www.cpuc.ca.gov.

A protest must state the facts constituting the grounds for the protest, the effect that approval of the advice letter might have on the protestant, and the reasons the protestant believes the advice letter, or a part of it, is not justified. If the protest requests an evidentiary hearing, the protest must state the facts the protestant would present at an evidentiary hearing to support its request for whole or partial denial of the advice letter. The utility must respond to a protest with five days.

All protests and responses should be sent to:

California Public Utilities Commission, Energy Division
ATTN: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 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).

Copies of any such protests should be sent to this utility at:

Golden State Water Company
ATTN: Nguyen Quan
630 East Foothill Blvd.
San Dimas, CA 91773
Fax: 909-394-7427
E-mail: nquan@gswater.com

If you have not received a reply to your protest within 10 business days, contact Ronald Moore at (909) 394-3600 ext. 682.

Correspondence

Any correspondence regarding this compliance filing should be sent by regular mail or e-mail to the attention of:

Ronald Moore
Regulatory Affairs
Golden State Water Company
630 East Foothill Blvd.
San Dimas, California 91773
Email: rkmoore@gswater.com

The protest shall set forth the grounds upon which it is based. There is no restriction on who may file a protest.

In accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice letter filing open for public inspection at Bear Valley Electric Service and Golden State Water Company Headquarters.

Sincerely,

/s/ Ronald Moore

Ronald Moore
Regulatory Affairs Dept.
Golden State Water Company DBA Bear Valley Electric Service

Attachments

c: Edward Randolph, Director, CPUC- Energy Division
Franz Cheng, Energy Division
R. Mark Pocta, California Public Advocates
Service List A.19-04-027
BVES G.O. 96-B Service List

CONFIDENTIAL APPENDIX A

EXECUTED COPIES OF

MASTER AGREEMENT AND COLLATERAL ANNEX WITH

MORGAN STANLEY

AND

MASTER AGREEMENT AND COLLATERAL ANNEX WITH

CONSTELLATION

No copies of the executed Master Agreement and Collateral Annex with Morgan Stanley or Constellation are included in the public version of this Advice letter. Those documents are confidential.

CONFIDENTIAL APPENDIX B
FINAL BIDS FOR ENERGY PRODUCTS

No final bids for the Energy Products are included in the public version of this Advice letter. Those bids are confidential.

CONFIDENTIAL APPENDIX C

**BID EVALUATION PROCESS AND DETERMINATION OF
LOWEST RISK, BEST FIT/LOWEST COST
COMBINATION OF ENERGY PRODUCTS**

Bid Evaluation Process and Final Results

[Redacted Version]

BVES received six bids from each short-listed bidder; three bids for the three annual Energy Products and three bids for the three seasonal Energy Products. Each bid results in a fixed amount of on-peak and off-peak hour energy deliveries. Peak hours are defined as Monday through Saturday, excluding North American Electric Reliability Council (NERC) holidays, from HE 7 to HE 22 (6:00 AM to 10:00 PM). All other hours are off-peak hours.

One combination of Energy Products may result in a lower dollar cost than another combination of Energy Products due to differing amounts of on-peak and off-peak energy. Energy Product combinations that result in less off-peak energy and more on-peak energy will typically have a higher cost because on-peak prices are typically higher than off-peak prices. Energy Product combinations that result in more off-peak energy will typically result in lower costs. However, the economic analysis of what is the lowest cost Energy Product bid combination is not complete by simply calculating the cost of energy for any Energy Product bid combination.

In order to assess the total cost of any annual-seasonal Energy Product combination (*i.e.*, the best fit/least cost Energy Product combination), any required short-term sales or purchases resulting from such annual/seasonal Energy Product combination must also be factored into the economic analysis in order to reflect the total energy-related costs to meet Bear Valley's forecasted loads.

And finally, the risk of sales into, and purchases out of, the short-term market must be taken into account. Bear Valley strives for a substantial degree of certainty in total power supply costs and seeks to avoid exposing its customers to significant risk of upward price movements in both the long-term and short-term energy markets. Another risk management objective is to maintain price stability for Bear Valley's customer wherever practical and economic.

To reduce these risks in the past, Bear Valley purchased a call option. This allowed Bear Valley to exercise the right, but not the obligation, to purchase energy at a prescribed price. There was a cost to obtaining this risk-reducing energy product, besides the actual cost of the energy in the event the option was exercised. Bear Valley believes it could reduce these risks more efficiently by seeking long-term Energy Products that more closely "fit" with Bear Valley's forecasted loads. If better "fitting" Energy Products could be acquired at reasonable prices, they could reduce or eliminate the risks of unanticipated price spikes associated with both long-term and short-term sales and purchases without

the need to incur the additional costs of call options.

BVES uses the Itron Metrix ND long-term statistically adjusted end-use model and the Bear Valley 2019 IRP to determine the demand and energy requirements for the next five years. This model creates weather-normalized results with usage and number of customers per customer class. Net energy metering of roof-top solar generation is factored in along with transportation electrification, economic indicators, and several other variables inherent to the model. All of these variables are selected due to their relevance to Bear Valley’s specific service territory.

Winter loads are particularly challenging to forecast because peak demand is dependent on temperature creating snowmaking conditions for Bear Valley’s largest customers. In contrast, spring and summer loads have historically been more stable, although even those loads have become increasingly more challenging to predict due to the integration of distributed generation, (primarily roof-top solar).

Based on all of this information, BVES created six distinct Energy Products to meet its load forecast. Set forth in Table 1 below, based upon the lowest bids received on September 20, 2019, are the total contract dollar amounts of every combination of Energy Products sought by Bear Valley. They are set forth in the order of the least contract costs to the highest contract costs.

Table 1

Contract Costs of All Energy Product Combinations

Annual Product	Annual Product Total Dollars	Seasonal Product	Seasonal Product Total Dollars	Annual and Seasonal Total Dollars
Fixed	[REDACTED]	Fixed	[REDACTED]	\$24,781,025
Fixed	[REDACTED]	Shaped	[REDACTED]	\$24,839,178
Fixed	[REDACTED]	Variable	[REDACTED]	\$25,357,997
Shaped	[REDACTED]	Fixed	[REDACTED]	\$26,651,109
Shaped	[REDACTED]	Shaped	[REDACTED]	\$26,709,262
Shaped	[REDACTED]	Variable	[REDACTED]	\$27,228,082

Variable		Fixed		\$27,095,759
Variable		Shaped		\$27,153,913
Variable		Variable		\$27,672,732

The above contract costs, and the ranking of which combinations yield the lowest apparent cost, do not take into account best fit. Best fit would yield the least amount of short or long positions when compared to Bear Valley's load forecasts.

Set forth in the table below are the forecasted long and short positions compared to Bear Valley's load forecasts.

Table 2
Forecasts of Long and Short Positions

Annual Product	Annual Product Total Dollars	Seasonal Product	Seasonal Product Total Dollars	Annual and Seasonal Total Dollars	Long Position Compared to Load Forecast (MWhs)	Short Position Compared to Load Forecast (MWhs)
Fixed		Fixed		\$24,781,025	31,530	44,571
Fixed		Shaped		\$24,839,178	30,623	41,648
Fixed		Variable		\$25,357,997	35,563	33,313
Shaped		Fixed		\$26,651,109	17,268	37,071
Shaped		Shaped		\$26,709,262	14,535	32,322
Shaped		Variable		\$27,228,082	16,804	21,316
Variable		Fixed		\$27,095,759	8,400	10,416
Variable		Shaped		\$27,153,913	0	0
Variable		Variable		\$27,672,732	13458	183

The best-fit combination is the annual -- monthly variable combined with the seasonal -- shaped Energy Products. This combination is forecasted to yield zero purchases or sales of short-term energy. On the other hand, that Energy Product combination is also forecast to have contract (not total) costs of approximately \$2 million more than the least Energy Product contract (not total) cost combination of annual -- fixed and seasonal -- fixed. However, the annual -- fixed and seasonal -- fixed Energy Product combination is forecast to yield 76,101 MWhs of short/long positions that Bear Valley would have to transact over the terms of the agreements. The greater

the amounts of short and long positions an Energy Product combination has, the greater the total (not simply contract) price risk.

Bear Valley utilizes the CAISO markets to address its short and long positions. There is considerable volatility in the CAISO Day-Ahead market, as evidenced in the table below:

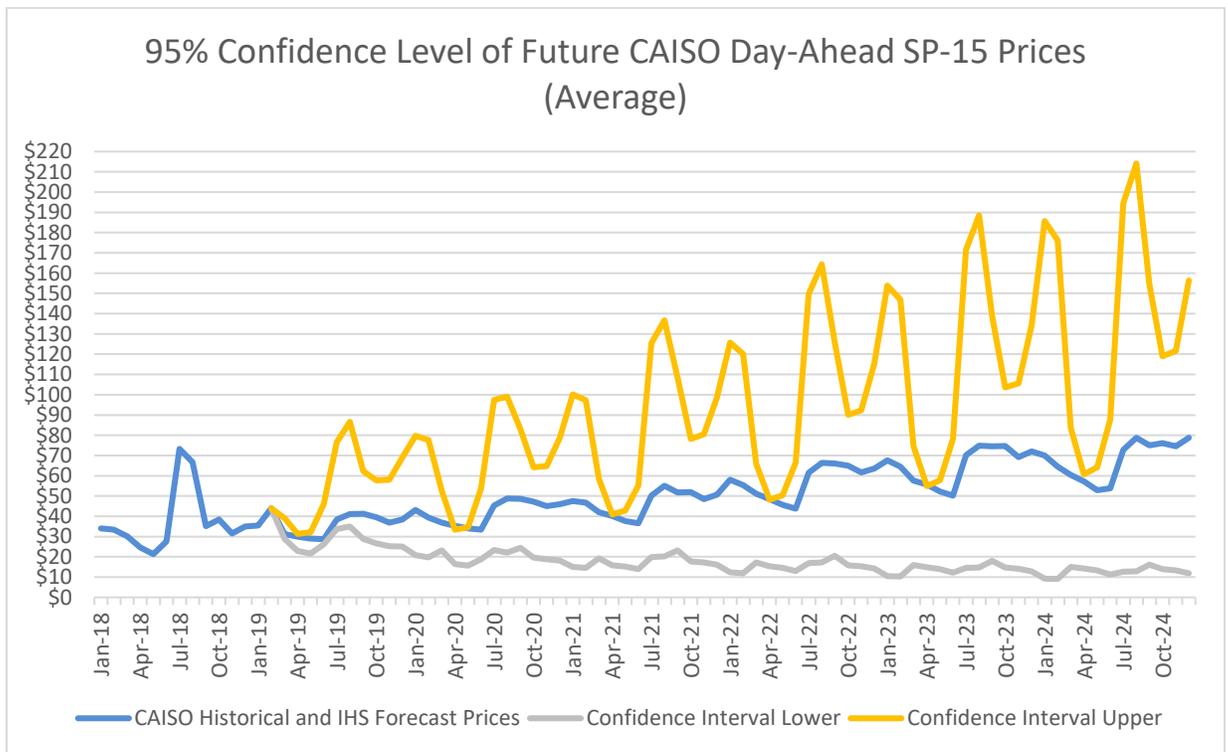
Table 3
Forecast of CAISO Day-Ahead
Price Volatility as of January 2019

Hub Name	Contract Month	Expire Date	On Peak Volatility %	Off Peak Volatility %
South Path 15	Feb-19	1/30/2019	202.42	32.17
South Path 15	Mar-19	2/27/2019	119.20	20.43
South Path 15	Apr-19	3/28/2019	47.36	15.29
South Path 15	May-19	4/29/2019	33.50	15.04
South Path 15	Jun-19	5/30/2019	29.31	20.19
South Path 15	Jul-19	6/27/2019	32.80	29.28
South Path 15	Aug-19	7/30/2019	33.15	32.67
South Path 15	Sep-19	8/29/2019	31.53	27.08
South Path 15	Oct-19	9/27/2019	34.67	25.32
South Path 15	Nov-19	10/30/2019	30.27	29.24
South Path 15	Dec-19	11/27/2019	35.82	34.69
South Path 15	Jan-20	12/30/2019	60.11	54.37
South Path 15	Feb-20	1/30/2020	56.68	56.77
South Path 15	Mar-20	2/27/2020	29.31	38.70
South Path 15	Apr-20	3/30/2020	25.93	32.99
South Path 15	May-20	4/29/2020	25.48	34.15
South Path 15	Jun-20	5/28/2020	28.77	40.93
South Path 15	Jul-20	6/29/2020	28.00	50.84
South Path 15	Aug-20	7/30/2020	26.15	49.25

South Path 15	Sep-20	8/28/2020	21.59	39.39
South Path 15	Oct-20	9/29/2020	21.63	37.98
South Path 15	Nov-20	10/29/2020	24.64	40.00
South Path 15	Dec-20	11/27/2020	32.70	48.22

As illustrated in Table 3 above, forecasted price volatility in the CAISO Day-Ahead market can range from a high of 202% to a low of 15% (39% on average). To conservatively forecast the resulting costs of long and short positions of each Energy Product combination, Bear Valley assumed a 95% confidence level of future CAISO Day-Ahead prices at SP-15 price averages, which is set forth in the table below.

Table 4



Assuming a 20% volatility in the CAISO Day-Ahead SP-15 prices and a 95% confidence interval, the resulting total forecasted costs of each Energy Product combination are set forth in the table below.

Table 5
Total Forecasted Cost of Energy Products Combinations
95% Confidence Interval and 20% Price Volatility

Annual Product	Annual Product Total Dollars	Seasonal Product	Seasonal Product Total Dollars	Annual and Seasonal Total Dollars	Long Position Compared to Load Forecast (MWs)	Short Position Compared to Load Forecast (MWs)	95% Confidence Level of Short and Long Position with 20% Day-Ahead Volatility	Annual and Seasonal Product Combination with 20% Day-Ahead Pricing Volatility Total Dollars
Fixed		Fixed		\$24,781,025	31530	44,571	\$3,386,746	\$28,167,771
Fixed		Shaped		\$24,839,178	30623	41,648	\$3,105,425	\$27,944,603
Fixed		Variable		\$25,357,997	35563	33,313	\$2,290,389	\$27,648,386
Shaped		Fixed		\$26,651,109	17268	37,071	\$2,747,564	\$29,398,673
Shaped		Shaped		\$26,709,262	14535	32,322	\$2,332,150	\$29,041,412
Shaped		Variable		\$27,228,082	16804	21,316	\$1,307,477	\$28,535,559
Variable		Fixed		\$27,095,759	8400	10,416	\$855,629	\$27,951,388
Variable		Shaped		\$27,153,913	0	0	0	\$27,153,913
Variable		Variable		\$27,672,732	13458	183	\$(210,740)	\$27,461,992

Although the above combinations of Energy Products appear to be “apples to apples” comparisons, an additional risk factor must be taken into account and valued. In the past, Bear Valley purchased physical call options to cover its short positions and shift the risk of CAISO Day-Ahead market spikes to energy suppliers. Since the annual – variable and seasonal -- shaped Energy Products combination yield no short positions, and therefore have no price risk of purchasing energy to cover any short positions, all other Energy Product combinations should reflect no price risk for their associated forecasted short positions in order for there to be an “apples to apples” comparison. This can be achieved by forecasting the costs of physical call options to cover the short positions of each Energy Product combination. These forecasted costs have been added to the table below.

Table 6

Total Forecasted Cost of Energy Products Combinations

When Including Physical Call Options to Cover Forecasted Short Positions

Annual/ Seasonal Product Combinations	Annual and Seasonal Total Dollars	Long Positi on Compa red to Load Foreca st (MWhs)	Short Positi on Compa red to Load Foreca st (MWhs)	95% Confiden ce Level of Short and Long Position with 20% Day- Ahead Volatilit y	Annual and Seasonal Product Combinati on with 20% Day- Ahead Pricing Volatilit y Total Dollars	Physica l Call Option Costs to Cover Forecas t Short Positio ns	Total Forecast Costs
Fixed/Fixed	████████	31530	44,571	\$3,386,746	\$28,167,771	\$222,855	\$28,390,626
Fixed/Shaped	████████	30623	41,648	\$3,105,425	\$27,944,603	\$208,240	\$28,152,843
Fixed/Variable	████████	35563	33,313	\$2,290,389	\$27,648,386	\$166,565	\$27,814,951
Shaped/Fixed	████████	17268	37,071	\$2,747,564	\$29,398,673	\$185,355	\$29,584,028
Shaped/Shaped	████████	14535	32,322	\$2,332,150	\$29,041,412	\$161,610	\$29,203,022
Shaped/Variabl e	████████	16804	21,316	\$1,307,477	\$28,535,559	\$106,580	\$28,642,139
Variable/Fixed	████████	8400	10,416	\$855,629	\$27,951,388	\$52,080	\$28,003,468
Variable/Shape d	████████	0	0	0	\$27,153,913	0	\$27,153,913
Variable/Varia ble	████████	13458	183	\$(210,740)	\$27,461,992	\$915	\$27,462,907

As the table above reflects, the lowest risk, best fit/lowest cost combination of Energy Products is the annual variable and seasonal shaped Energy Products combination. This combination yields the lowest risk and best fit due to its lowest amount of short/long positions, and it also yields the lowest cost as compared to all other Energy Product combinations. The annual variable and seasonal fixed Energy Products combination is forecasted to provide the greatest amount of certainty in total power supply costs and the greatest amount of protection to Bear Valley’s customers from the risk of upward price movements in the long-term *and* short-

term markets. Accordingly, Bear Valley accepted the bid submitted by Morgan Stanley [REDACTED] [REDACTED] for the Annual Baseload – Variable Monthly Volume Energy Product, and the bid submitted by Constellation [REDACTED] for the Seasonal Baseload – Shaped Volume Energy Product and executed the appropriate, preapproved forms of Confirmations.

CONFIDENTIAL APPENDIX D
APPLICABLE BENCHMARK PRICES

BENCHMARK PRICE METHODOLOGY

[Redacted Version]

The following is a condensed version of the text of the confidential testimony submitted in A.19-04-027 with respect to the process of developing benchmark prices for the Energy Products. It was approved by the Commission in D.19-08-030 at page 11. The text has been updated to reflect the current, applicable facts.

In D.17-04-003, the Commission approved of Bear Valley using commercially-available forecasts of future energy and capacity prices as reasonable bases for establishing benchmark prices. Bear Valley continues to believe that commercially available forecasts are Bear Valley's best available information to approximate future market prices for the Confirmations. Ultimately, however, it is the market that establishes, at any given time, what is the best available price for a particular energy product. The Commission stated in D.17-04-003: "The best and most reliable method for obtaining power products at the lowest cost is a robust and rigorous bidding process that invites all potential suppliers to participate;"¹⁴ Bear Valley developed and executed a robust and rigorous two-phase bidding process that invited all known, potential suppliers to participate in bidding on three different variations of an annual baseload product and three different variations of a seasonal baseload product, ending with a final, head-to-head bidding contest between three short-listed bidders.

BVES believes the best commercially-available forecasts for energy and capacity in the SP-15 region of the CAISO market are [REDACTED]

[REDACTED]

¹⁴ D.17-04-003 at p. 21.

There will always be some variation when comparing individual bid offerings to BVES and commercial forecasts of aggregate energy and capacity prices in the SP-15 region. These variations can be due to, among other factors: Bear Valley's relatively small energy and capacity requirements versus the relatively large size of energy and capacity transactions that drive commercial forecasts; a particular bidder's unique portfolio of generation resources, supply contracts, California carbon allowances, and/or profit margins; a particular bidder's forecast of factors affecting the energy market; and the timing of a bidder's bid to BVES.

[REDACTED]

Benchmark Price Methodology for Annual Baseload Confirmation

The Annual Baseload Energy Products are for 59 months of varying amounts of non-renewable energy for all hours of each day during the 59-month term. The methodology for determining the benchmark price for an Annual Baseload Energy Product is as follows.

[REDACTED]

[REDACTED]

All of the bids for Annual Baseload Energy Products were single price per MWh bids for all energy throughout the 59-month term of the Annual Baseload Energy Products. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Completing the analysis of applying a benchmark price [REDACTED] to a Baseload Annual – Variable Monthly Volume Energy Product confirmation being executed September 2019, BVES would be authorized to recover, through a Tier 1 advice letter filing, the total cost of the Energy Product, [REDACTED], as being *per se* reasonable because the winning bid was less than the benchmark price.¹⁵

Benchmark Price Methodology for Seasonal Baseload Confirmation

The Seasonal Baseload Energy Products are for 38 months of varying amounts of non-renewable energy for the months of November, December, January and February only, all hours of each day during the term of the confirmation. The methodology for determining the benchmark price for the Seasonal Baseload Energy Products is as follows.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Because the short-listed bidders all submitted \$/MWh bids for all Seasonal Baseload Energy Products (*i.e.*, fixed volume, shaped volume and variable volume) were for all hours (*i.e.*, both on-peak and off-peak

¹⁵ This assumes the final power purchase agreement is consistent with the terms and conditions approved by the Commission, as required in Ordering Paragraph 3, D.17-04-003, pp. 28-29.

hours), [REDACTED]

All of the bids for seasonal Energy Products were single price per MWh bids for all energy throughout the 38-month term of the seasonal Energy Products. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

With a benchmark price of [REDACTED] to a Seasonal Baseload -- Shaped Monthly Volume Energy Product executed as of September, 2019, BVES is authorized to recover, through a Tier 1 advice letter filing, the total cost of the Energy Product [REDACTED] [REDACTED] as being *per se* reasonable because the winning bid was less than the benchmark price.¹⁶

¹⁶ This assumes the final power purchase agreement is consistent with the terms and conditions approved by the Commission, as required in Ordering Paragraph 3, D.17-04-003, pp. 28-29.

CONFIDENTIAL APPENDIX E

EXECUTED CONFIRMATIONS FOR

ANNUAL BASELOAD – VARIABLE MONTHLY VOLUME

WITH MORGAN STANLEY

AND

SEASONAL BASELOAD – SHAPED MONTHLY VOLUME

WITH CONSTELLATION

Copies of the executed Confirmations with Morgan Stanley and Constellation are not included in this public version of the Advice Letter. Those Confirmations are confidential.

APPENDIX F
CONFIDENTIALITY DECLARATION

**CONFIDENTIALITY DECLARATION OF
KEITH SWITZER**

I, Keith Switzer, hereby declare:

1. I am the Vice President of Regulatory Affairs for Golden State Water Company. I make this Declaration on behalf of Golden State Water Company's Bear Valley Electric Service divisions ("BVES" or "Bear Valley") in support of confidential treatment of the confidential and market sensitive portions of the Advice Letter to which this Declaration is attached.
2. I make this Declaration based upon my personal knowledge of the facts stated below. If called to testify, I could and would competently testify thereto.
3. By this Declaration, I request that upon acceptance of the Advice Letter, the Energy Division and the Commission maintain the confidentiality of the confidential appendices identified in this Declaration. Since the confidential material has been redacted from the public versions of the Advice Letter, BVES does not request the Energy Division or the Commission to seal the public version.
4. Pursuant to D.08-04-023, a party may request confidential treatment of information by declaration, using the five factors required by D.06-06-066, where the information contains data of the type addressed in the matrices to D.06-06-066.¹⁷ If another party or person asks to see the confidential data, the filer and the requesting person shall meet and confer to resolve the dispute informally, consistent with the intent of new Rule 11.3. If they cannot resolve the dispute, the party seeking confidential treatment shall file a motion in compliance with the procedures set forth in D.08-04-023.¹⁸
5. In D.06-06-066, the Commission set forth the standard for designating information as confidential in Commission proceedings. As part of that Decision, the Commission established a matrix, which identified several categories of data and the level of confidentiality granted to each

¹⁷ D.08-04-023 at p. 21.

¹⁸ Id.

category (“IOU Matrix”). Specifically, in D.06-06-066, the Commission stated that “[w]here a party seeks confidentiality protection for data contained in the Matrix, its burden shall be to prove that the data match the Matrix category. Once it does so, it is entitled to the protection the Matrix provides for that category.”¹⁹

6. Pursuant to D.06-06-066, the five factors an investor owned utility (“IOU”) must establish are as follows: (1) that any data redacted pursuant to the IOU Matrix constitutes a particular type of data listed in the IOU Matrix; (2) the category in the IOU Matrix to which the data corresponds; (3) that the IOU is complying with the limitations on confidentiality specified in the IOU Matrix for that type of data; (4) that the information is not already public; and (5) the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.²⁰

8. Confidential treatment of the redacted data in the Advice Letter is expressly provided for in the IOU Matrix as set forth in the chart below.

9. In determining which information would be redacted from the Advice Letter, BVES has ensured that it has only redacted that information deemed confidential pursuant to D.06-06-066. Therefore, a substantial amount of the information in the Advice Letter is intact for those parties who will receive the redacted versions. Nonetheless, the Energy Division and the Commission are entitled to full disclosure to facilitate its review and approval of the power purchase agreements and the determination of a benchmark price, and therefore redacting the confidential information is necessary.

Advice Letter

The confidential data redacted from the Advice Letter is as follows:

- 10.1 **Data at Issue: Terms and Conditions of Master Agreements, Collateral Annexes and Confirmations**
Location of Confidential Information: Appendices A and E attached to Advice Letter.

¹⁹ D.06-06-066, as modified by D.07-05-032, at p. 81.

²⁰ D.06-06-066, as modified by D.07-05-032, at p. 25.

<u>D.06-06-066 Matrix Requirement</u>	<u>How Data at Issue Meets Requirement</u>
1. Data at issue constitutes a particular type of data listed in the Matrix.	1. This data are the terms and conditions of negotiated power purchase agreements between BVES and non-affiliated third-party power suppliers.
2. Matrix category that data at issue corresponds to.	2. <u>Matrix Section VII(B): Bilateral Contract Terms and Conditions – Electric—Contracts and Power Purchase Agreements Between Utilities and Non-affiliated third parties (except RPS).</u>
3. IOU is complying with the limitations on confidentiality specified in the Matrix for that type of data.	3. Pursuant to Matrix Section VII(B), contract summaries, including counterparty, resource type, location, capacity expected deliveries, delivery point, length of contract and online date, where applicable, were provided in the application or testimony. The other terms and conditions of the power contracts are confidential for three years from the date the contract states deliveries begin or until one year following expiration, whichever comes first.
4. The information is not already public.	4. This information has not been made public.
5. The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.	5. This data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure any more than BVES has already done because the specific terms and conditions of the Master Agreement, Collateral Annex and Confirmation require specificity for the Commission’s evaluation and determination.

Bid Information

The confidential data redacted from the Advice Letter is as follows:

Data at Issue: Bid Information

Location of Confidential Information: Appendix B.

<u>D.06-06-066 Matrix Requirement</u>	<u>How Data at Issue Meets Requirement</u>
1. Data at issue constitutes a particular type of data listed in the Matrix.	1. This data are a summary of the offers received pursuant to the RFP, including participating bids, counter-party names, prices, quantities, terms and conditions.
2. Matrix category that data at issue corresponds to.	2. <u>Matrix Section VIII(A): Competitive Solicitation (Bidding) Information - Electric - Bid Information.</u>

3. IOU is complying with the limitations on confidentiality specified in the Matrix for that type of data.	3. Pursuant to Matrix Section VIII (A), all bid information is confidential.
4. The information is not already public.	4. This information has not already been made public.
5. The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.	5. This data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure any more than BVES has already done because the specific bid data, including participating bids, counter-party names, and bid data on prices, quantities, terms and conditions require specificity for the Commission's evaluation and determination.

Data at Issue: Bid Analysis and Evaluation

Location of Confidential Information: Appendix C.

<u>D.06-06-066 Matrix Requirement</u>	<u>How Data at Issue Meets Requirement</u>
1. Data at issue constitutes a particular type of data listed in the Matrix.	1. This data contains bid analysis and bid information.
2. Matrix category that data at issue corresponds to.	2. <u>Matrix Section VIII(A):</u> Competitive Solicitation (Bidding) Information – Electric (Bid Information) <u>Matrix Section VIII(B):</u> Competitive Solicitation (Bidding) Information – Electric - Specific Quantitative Analysis Involved in Scoring and Evaluation of Bids.
3. IOU is complying with the limitations on confidentiality specified in the Matrix for that type of data.	3. Pursuant to Matrix Section VIII (A), all bid information is confidential. Quantities of bids and types of projects (power suppliers) were disclosed and made public. Bid prices and guarantees were redacted. Pursuant to Matrix Section VIII(B), evaluation guidelines should be public, but other information remains confidential for 3 years. Pursuant to these limitations, BVES' evaluation guidelines were made public, but the remaining analysis, scoring and evaluation was redacted.

4. The information is not already public.	4. This data has not already been made public.
5. The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.	5. This data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure any more than BVES has already done because the form/specificity of the confidential bid analysis and bid data information are necessary for the Commission's evaluation and determination.

Data at Issue: Price Information; Benchmark Price Methodology.

Location of Confidential Information: Appendix D.

<u>D.06-06-066 Matrix Requirement</u>	<u>How Data at Issue Meets Requirement</u>
1. Data at issue constitutes a particular type of data listed in the Matrix.	1. This data is utility electric price forecasts (based upon commercially available electric price forecasts that are interpreted and manipulated by BVES), combined with a methodology to establish benchmark prices for each confirmation.
2. Matrix category that data at issue corresponds to.	<u>Matrix Section II(A)(2) Cost Forecast Data_</u> Electric – Utility electric price forecasts.
3. IOU is complying with the limitations on confidentiality specified in the Matrix for that type of data.	2. Pursuant to Matrix Section II(A)(2), all utility electric price forecasts are confidential for 3 years.
4. The information is not already public.	3. This data has not already been made public.
5. The data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.	4. This data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure, because the form/specificity of this information is necessary for consideration and determination by the Commission.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 22 day of October, 2019, at San Dimas, California.

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APPENDIX G
PROPOSED PROTECTIVE ORDER

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

In the Matter of the Application of Golden State Water Company, on behalf of its Bear Valley Electric Service Division (U 913 E), for Preapproval of Power Purchase Agreements with Exelon Generation Company, LLC, Morgan Stanley Capital Group, Inc., and Shell Energy North America (US) L.P.; Preapproval of Benchmark Price Process; Authority to Recover Costs; and Authority to Establish Memorandum Account.

Advice Letter 372-E

PROTECTIVE ORDER

1. Scope. This Protective Order shall govern access to and the use in this proceeding and related Advice Letters of Protected Materials, produced by, or on behalf of, any Disclosing Party.

2. Modification. This Protective Order shall remain in effect until it is modified or terminated by the Commission or Assigned Administrative Law Judge (“Assigned ALJ”). The parties acknowledge that the identity of the parties submitting Protected Materials may differ from time to time. In light of this situation, the parties agree that modifications to this Protective Order may become necessary, and they further agree to work cooperatively to devise and implement such modifications in as timely a manner as possible. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the Assigned ALJ or the Commission.

3. Definitions.

A. The term “Protected Material(s)” means (i) trade secret, market sensitive, or other confidential and/or proprietary information as determined by the Disclosing Party in accordance with the provisions of D.06-06-066 and subsequent decisions, General Order 66-C and Public Utilities Code Section 454.5(g), or any other right of confidentiality provided by law, or (ii) any other materials that are made subject to this Protective Order by the Assigned ALJ, Law and Motion Administrative Law Judge (“Law and Motion ALJ”), Assigned Commissioner, the Commission, or any court or other body having appropriate authority. Protected Materials also

includes memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including information in electronic form) that copies, discloses, or compiles other Protected Materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the CPUC or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order or any other protective order.

B. The term “redacted” refers to situations in which Protected Materials in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed. The term “unredacted” refers to situations in which the Protected Materials in a document, whether in paper or electronic form, have not been covered, blocked out, or removed.

C. The term “Disclosing Party” means a party who initially discloses any specified Protected Materials in this proceeding.

D. The term “Market Participant” (“MP”) refers to a party that is:

1) A person or entity, or an employee of an entity, that engages in the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, or consulting on such matters, subject to the limitations in 3) below.

2) A trade association or similar organization, or an employee of such organization,

a) whose primary focus in proceedings at the Commission is to advocate for persons/entities that purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or

b) a majority of whose members purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or

c) formed for the purpose of obtaining market sensitive information; or

d) controlled or primarily funded by a person or entity whose primary purpose is to purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations.

3) A person or entity that meets the criteria of 1) above is nonetheless not a market participant for purpose of access to market sensitive data unless the person/entity seeking access to market sensitive information has the potential to materially affect the price paid or received for electricity if in possession of such information. An entity will be considered not to have such potential if:

a) the person or entity's participation in the California electricity market is de minimis in nature. In the resource adequacy proceeding (R.05-12-013) it was determined in D.06-06-064 § 3.3.2 that the resource adequacy requirement should be rounded to the nearest megawatt (MW), and load serving entities (LSEs) with local resource adequacy requirements less than 1 MW are not required to make a showing. Therefore, a de minimis amount of energy would be less than 1 MW of capacity per year, and/or an equivalent of energy; and/or

b) the person or entity has no ability to dictate the price of electricity it purchases or sells because such price is set by a process over which the person or entity has no control, i.e., where the prices for power put to the grid are completely overseen by the Commission, such as subject to a standard offer contract or tariff price. A person or entity that currently has no ability to dictate the price of electricity it purchases or sells under this section, but that will have such ability within one year because its contract is expiring or other circumstances are changing, does not meet this exception; and/or

c) the person or entity is a co-generator that consumes all the power it generates in its own industrial and commercial processes, if it can establish a legitimate need for market sensitive information.

E. A Market Participant's Reviewing Representatives are limited to persons designated by the Market Participant who meet the following criteria:

1. Are outside experts, consultants or attorneys;

2. Are not currently engaged, directly or indirectly, in (a) the purchase, sale, or marketing of electrical energy or capacity or natural gas (or the direct supervision of any employee(s) whose duties include such activities), (b) the bidding on or purchasing of power plants (or the direct supervision of any employee(s) whose duties include such activities), or (c) consulting with or advising others in connection with any activity set forth in subdivisions (a) or (b) above (or the direct supervision of any employee(s) whose duties include such activities or consulting); and

3. Are not an employee of a Market Participant.

F. Persons or entities that do not meet the definition of Market Participant are non-market participants (“NMPs”), and may have access to market sensitive information through their designated Reviewing Representatives. An attorney or consultant that simultaneously represents Market Participant(s) and non-market participant(s) may not have access to market sensitive data. If, on the other hand, simultaneous representation is of Market Participant and non-market participant clients involved in completely different types of matters, there should be no bar (although there may be ethical implications of such representation that we do not address here). If, for example, an attorney represents a market participant in matters unrelated to procurement, resource adequacy, RPS, or the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, in a forum other than this Commission, and simultaneously represents a non-market participant in cases related to these topics before the Commission, there should be no bar to the attorney's receipt of market sensitive data (pursuant to a non-disclosure agreement and protective order) in the latter matter. In close cases, the balance should militate to bar simultaneous representation because of the risks it poses.

G. All Reviewing Representatives are required to execute a non-disclosure agreement and are bound by the terms of this Protective Order.

4. Designation of Materials.

When filing or providing in discovery any documents containing Protected Materials, a party shall physically mark such documents on each page (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO PROTECTIVE ORDER,” or with words of similar import as long as one or more of the

terms, “Protected Materials,” “Protective Order,” or “General Order No. 66-C” is included in the designation to indicate that the materials in question are protected. All materials so designated shall be treated as Protected Materials unless and until (a) the designation is withdrawn pursuant to Paragraph 17 hereof, or (b) an ALJ, Commissioner or other Commission representative makes a determination pursuant to Paragraph 4 hereof changing the designation. All documents containing Protected Materials that are filed with the Commission or served shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are filed or served under seal pursuant to this Protective Order. Such documents shall be served upon Reviewing Representatives and persons employed by or working on behalf of the state governmental agencies referred to in Paragraph 12 hereof who are eligible and have requested to review such materials. Service upon the persons specified in the foregoing sentence may either be (a) by electronic mail in accordance with the procedures adopted in this proceeding, (b) by facsimile, or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, the Assigned ALJ shall be served with such document by hand on the date that service is due.

5. Redaction of Documents. Whenever a party files, serves or provides in discovery a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such party shall also prepare a redacted version of such document. The redacted version shall enable persons familiar with this proceeding to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred. The redacted version of a document to be filed shall be served on all persons on the service list, and the redacted version of a discovery document shall be served on all persons entitled thereto.

6. Selection of Reviewing Representatives. Each MP and NMP selecting a Reviewing Representative shall first identify its proposed Reviewing Representative to the Disclosing Party. An attorney or consultant that simultaneously represents market participant(s) and non-market participant(s) may not have access to market sensitive data, subject to the exception in paragraph 3.F. Any designated Reviewing Representative has a duty to disclose to the Disclosing Party any potential conflict that puts him/her in violation of Decision 06-12-030. A resume or curriculum

vitae is reasonable disclosure of such potential conflicts, and should be the default evidence provided in most cases.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Protective Order, Reviewing Representatives shall be entitled to access to Protected Materials. All other parties in this proceeding shall not be granted access to Protected Materials, but shall instead be limited to reviewing redacted versions of documents. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials. Protected Materials obtained by a party in this proceeding may also be requested by that party in a subsequent Commission proceeding, subject to the terms of any protective order governing that subsequent proceeding, without constituting a violation of this order.

8. Maintaining Confidentiality of Protected Materials. Each Reviewing Representative shall treat Protected Materials as confidential in accordance with this Protective Order and the Non-Disclosure Certificate executed pursuant to Paragraph 7 and 8 hereof. Protected Materials shall not be used except as necessary for the conduct of this proceeding, and shall not be disclosed in any manner to any person except (i) Reviewing Representatives who have executed Non-Disclosure Certificates; (ii) Reviewing Representatives' paralegal employees and administrative personnel, such as clerks, secretaries, and word processors, to the extent necessary to assist the Reviewing Representatives, provided that they shall first ensure that such personnel are familiar with the terms of this Protective Order, and have signed a Non-Disclosure Certificate, (iii) persons employed by or working on behalf of the CEC or other state governmental agencies covered by Paragraph 12. Reviewing Representatives shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained pursuant to this Protective Order, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information. Reviewing Representatives shall be liable for any unauthorized disclosure or use by their paralegal employees or administrative staff. In the event any Reviewing Representative is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or

similar process) to disclose any of Protected Materials, they shall immediately inform the Disclosing Party of the request, and the Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Reviewing Representative shall cooperate in good faith with such party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of them by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where a Reviewing Representative has been ordered to produce certain specific Protected Materials, the Reviewing Representative may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

9. Exception for California Independent System Operator (ISO). Notwithstanding any other provision of this Protective Order, with respect to an ISO Reviewing Representative only, participation in the ISO's operation of the ISO-controlled grid and in its administration of the ISO-administered markets, including, but not limited to, markets for ancillary services, supplemental energy, congestion management, and local area reliability services, shall not be deemed to be a violation of this Protective Order.

10. Non-Disclosure Certificates. A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless and until he or she has first completed and executed a Non-Disclosure Certificate, attached hereto as Appendix A, and delivered the original, signed Non-Disclosure Certificate to the Disclosing Party. The Disclosing Party shall retain the executed Non-Disclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Non-Disclosure Certificates to Commission Staff upon request.

11. Return or Destruction of Protected Materials. Protected Materials shall remain available to Reviewing Representatives until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Reviewing Representatives shall, within fifteen days of such request, return the Protected Materials (including Notes of Protected

Materials) to the Participant that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 8. Within such time period each Reviewing Representative, if requested to do so, shall also submit to the Disclosing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 8. To the extent Protected Materials are not returned or destroyed, they shall remain subject to the Protective Order and CPUC General Order No. 66-C. In the event that a Reviewing Representative to whom Protected Material are disclosed ceases to be engaged to provide services in this proceeding, then access to such materials by that person shall be terminated. Even if no longer engaged in this proceeding, every such person shall continue to be bound by the provisions of this Protective Order and the Non-Disclosure Certificate.

12. Access and Use by Governmental Entities.

(a) In the event the CPUC receives a request from the CEC for a copy of or access to any party's Protected Materials, the procedure for handling such requests shall be as follows. Not less than five (5) days after delivering written notice to the Disclosing Party of the request, the CPUC shall release such Protected Materials to the CEC upon receipt from the CEC of an Interagency Information Request and Confidentiality Agreement ("Interagency Confidentiality Agreement"). Such Interagency Confidentiality Agreement shall (i) provide that the CEC will treat the requested Protected Materials as confidential in accordance with this Protective Order, (ii) include an explanation of the purpose for the CEC's request, as well as an explanation of how the request relates to furtherance of the CEC's functions, (iii) be signed by a person authorized to bind the CEC contractually, and (iv) expressly state that furnishing of the requested Protected Materials to employees or representatives of the CEC does not, by itself, make such Protected Materials public. In addition, the Interagency Confidentiality Agreement shall include an express acknowledgment of the CPUC's sole authority (subject to judicial review) to make the determination whether the Protected Materials should remain confidential or be disclosed to the public, notwithstanding any provision to the contrary in the statutes or regulations applicable to the CEC.

(b) In the event the CPUC receives a request for a copy of or access to a party's Protected Materials from a state governmental agency other than the CEC that is authorized to enter into a written agreement sufficient to satisfy the requirements for maintaining confidentiality set forth in Government Code Section 6254.5(e), the CPUC may, not less than five (5) days after giving written notice to the Disclosing Party of the request, release such protected material to the requesting governmental agency, upon receiving from the requesting agency an executed Interagency Confidentiality Agreement that contains the same provisions described in Paragraph 12(a) above.

(c) The CEC may use Protected Materials when needed to fulfill its statutory responsibilities or cooperative agreements with the CPUC. Commission confidentiality designations will be maintained by the CEC in making such assessments, and the CEC will not - 10 - publish any assessment that directly reveals the data or allows the data submitted by an individual load serving entity ("LSE") to be "reverse engineered."

13. Dispute Resolution. All disputes that arise under this Protective Order, including but not limited to alleged violations of this Protective Order and disputes concerning whether materials were properly designated as Protected Materials, shall first meet and confer in an attempt to resolve such disputes. If the meet and confer process is unsuccessful, the involved parties may present the dispute for resolution to the Assigned ALJ or the Law and Motion ALJ.

14 Other Objections to Use or Disclosure. Nothing in this Protective Order shall be construed as limiting the right of a party, the Commission Staff, or a state governmental agency covered by Paragraph 12 from objecting to the use or disclosure of Protected Material on any legal ground, such as relevance or privilege.

15. Remedies. Any violation of this Protective Order shall constitute a violation of an order of the CPUC. Notwithstanding the foregoing, the parties and Commission Staff reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

16. Withdrawal of Designation. A Disclosing Party may agree at any time to remove the "Protected Materials" designation from any materials of such party if, in its opinion, confidentiality protection is no longer required. In such a case, the Disclosing Party will notify

all other parties that the Disclosing Party believes are in possession of such materials of the change of designation. - 11 –

17. Interpretation. Titles are for convenience only and may not be used to restrict the scope of this Protective Order.

Entered: _____ Administrative Law Judge

Date: _____

GOLDEN STATE WATER COMPANY

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PROCEEDING: A1904027 - GOLDEN STATE WATER C
FILER: GOLDEN STATE WATER COMPANY
LIST NAME: LIST
LAST CHANGED: AUGUST 21, 2019

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