



CALIFORNIA COMMUNITY CHOICE ASSOCIATION'S INFORMAL RESPONSES IN ADVANCE OF THE JULY 23, 2026, INTEGRATED RESOURCE PLANNING PROCUREMENT COMPLIANCE WORKSHOP

I. INTRODUCTION

The California Community Choice Association¹ (CalCCA) appreciates the opportunity to submit the following informal responses pursuant to the May 20, 2026, *MTR Compliance Staff Proposal Workshop Notice*; the email communication of June 17, 2026, *Procurement Compliance Staff Proposal Workshop Questions* (June Email); and the email communication of June 24, 2026, *R2506019 2025 IRP OIR: Procurement Compliance Staff Proposal Workshop Questions*, granting an extension from July 7, 2026, to July 14, 2026, to submit responses to the MTR Procurement Compliance Workshop questions.

The Integrated Resource Planning (IRP) proceeding's Scoping Ruling states that this proceeding will consider any necessary refinements to compliance requirements with prior procurement orders, "including elements of program design, implementation, compliance, and enforcement," such as "any necessary clarifications to the 'good faith efforts' standard first mentioned in [Decision (D.)]21-06-035."²

Community Choice Aggregators (CCAs) are committed to bringing new clean capacity online to advance the clean energy transition, ensure reliable electric service, and meet the needs of their communities. As of November 19, 2025, CCAs have secured more than 21,000 megawatts (MW) of new-build clean capacity through long-term power-purchase agreements (PPA).³ The current procurement environment is challenging, however, with many variables outside of the control of load-serving entities (LSE) and developers which can impact new resource deployment. These variables include but are not limited to market conditions, permitting delays, interconnection challenges, and changes in federal policies.

¹ California Community Choice Association represents the interests of 24 community choice electricity providers in California: Apple Valley Choice Energy, Ava Community Energy, Central Coast Community Energy, Clean Energy Alliance, Clean Power Alliance of Southern California, CleanPowerSF, Desert Community Energy, Energy For Palmdale's Independent Choice, Lancaster Energy, Marin Clean Energy, Orange County Power Authority, Pico Rivera Innovative Municipal Energy, Pioneer Community Energy, Pomona Choice Energy, Rancho Mirage Energy Authority, Redwood Coast Energy Authority, San Diego Community Power, San Jacinto Power, San José Clean Energy, Santa Barbara Clean Energy, Silicon Valley Clean Energy, Sonoma Clean Power, Valley Clean Energy, and WestLight Energy.

² *Assigned Commissioner's Scoping Memo and Ruling*, Rulemaking (R.) 25-06-019 (Oct. 28, 2025), at 10, <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M585/K485/585485746.PDF>.

³ California Community Choice Association, <https://cal-cca.org/cca-renewable-energy-map-and-list-of-ppas/>.

For these reasons, the California Public Utilities Commission (Commission) should seek to refine its compliance framework in a manner that (1) preserves robust incentives to comply while providing flexibility, when necessary, in recognition of exogenous factors impacting progress towards compliance, and (2) ensures clarity and consistency in its application. Importantly, the “good faith efforts” standard should be retained and clarified so that the definition of, and process for demonstrating, good faith efforts are clear. The Commission should also minimize modifications to rules and guidance already provided in prior decisions and frequently asked question (FAQ) documents, given LSEs have already conducted a significant amount of procurement under this guidance.

Through the upcoming Workshop and Staff Proposal, the Commission should seek to establish a procurement compliance process to apply to pending and future compliance determinations that:

- ✓ Adequately balances the need for robust enforcement to incent resource development in compliance with procurement directives and the need for flexibility when exogenous factors outside the control of an LSE negatively affect compliance and/or present significant ratepayer affordability concerns;
- ✓ Establishes a clear and well-defined application of the “good faith efforts” standard that: (1) preserves the integrity of the overall procurement incentive framework, and (2) allows the Commission to identify LSEs that make reasonable procurement efforts but are unable to comply due to extenuating circumstances that penalties will not prevent; and
- ✓ Avoids upending rules and expectations that have already been established through prior Commission orders and/or Energy Division guidance.

II. CALCCA RESPONSES TO QUESTIONS

In the June Email, Energy Division presents a series of questions for parties’ consideration in advance of the July 23, 2026, Workshop. CalCCA has provided recommendations and answered these questions below to the best of its ability with the information currently available. CalCCA reserves the right to revise its answers based on the additional context of the forthcoming Workshop discussions and the Staff Proposal.

Section 1. Net CONE

1.1 **Should a mechanism other than Net Cost of New Entry (CONE) be used to determine the penalty for procurement non-compliance? If yes, what mechanism?**

The Commission should maintain the use of Net CONE as the basis for any penalty for procurement non-compliance. The Commission introduced Net CONE as the basis for the

penalty in D.21-06-035 (the Mid-Term Reliability or MTR Order),⁴ and to date, has not communicated any perceived deficiency with this approach. Net CONE represents the cost of developing a new resource, aligning with the purpose of the Commission's procurement directives, and tracks market conditions to ensure the penalty price adequately incents compliance without being overly punitive. The Commission should establish a regular cadence and transparent process for updating Net CONE so that LSEs have a clear understanding of the penalty amount for each tranche of procurement ordered.

There are, however, potential scenarios that could demonstrate real, tangible effort to make up for situations out of the LSE's control that are missed in any specific definitions for the alternative compliance pathway and good faith efforts standard. As such, while Net CONE should be the basis for the penalty, the application of Net CONE should be considered in light of mitigation efforts that do not technically apply within the good faith efforts or alternative compliance pathways' definitions.

1.2 Should the penalty be proportionate to the Load Serving Entities (LSE's) load served so that its ratepayers are not disproportionately and inequitably affected? Explain.

The penalty established in the MTR Order and subsequent orders is already proportionate to load because the procurement obligation is established based on load and the penalty is applied to the MW deficiency relative to its obligation. The Commission should not modify this methodology. Depending on the good faith efforts showing, the penalty should be reduced or waived to reflect an individual LSE's good faith efforts showing and be commensurate with any market impact the LSE's shortfall created.

1.3 It is proposed to replace existing language that sets the procurement penalty amount (Net CONE) -- set at the price of a battery energy storage facility-- to a specific dollar amount. Is there a reason that a specific dollar amount should not be provided to replace Net CONE? If yes, explain why?

The Commission should retain the Net CONE penalty rather than applying a specific dollar amount for the reasons described in response to question 1.1. Unlike a penalty tied to a specific dollar amount, Net CONE can be periodically updated through a clear process and regular schedule to ensure that the penalty reflects relevant market conditions and adequately incents compliance.

1.4 Should application of procurement penalties be determined annually following June 1st?

⁴ D.21-06-035, *Decision Requiring Procurement to Address Mid-Term Reliability* (2023-2026), R.20-05-003 (June 30, 2021), Conclusion of Law 26, <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M389/K603/389603637.PDF>.

Penalty application should be: (1) based on the final verified deficiency for each compliance period; and (2) preceded by a good faith efforts process for each compliance period. Compliance assessments, and any future procurement orders, should be based on, at minimum, three-year tranches. Annual compliance periods are too granular for the variable nature of the new resource development process. Resources' commercial operation dates (COD) are dependent on a wide variety of factors that can result in schedule changes that, while minor, could subject an LSE to non-compliance with a strict June 1 deadline. For example, a resource may have an original online date of June 1 and experience a delay of one or two months. Requiring an LSE to procure replacement capacity or penalizing an LSE for such a delay would simply add costs rather than providing the desired incentives. Longer term tranches meet the same objective of bringing new capacity online, while providing LSEs with flexibility to manage project delays, cancellations, and other changes to the greatest extent possible within a reasonable amount of time.

Section 2. Good Faith Effort

2.1 With the implementation of the alternative compliance approach, it is proposed to sunset the “good faith effort” policy. Is there a need for a complementary policy for the existing alternative compliance approach? Why or why not?

The good faith efforts standard remains necessary, should be retained, and complements the alternative compliance mechanism. The alternative compliance mechanism alone cannot fully account for unforeseen or extraordinary circumstances affecting procurement over a multi-year horizon, as there are many factors outside the control of LSEs and potentially developers that can impact project viability and timelines. For example, a project may experience a sudden cancellation just prior to a compliance deadline, necessitating an LSE to execute a new contract to replace it. This situation could occur even if the LSE conducted robust procurement outreach, bid review, and vetting of counterparties. In addition, as CalCCA understands it, the alternative compliance approach only applies to project delays, not project cancellations.⁵ The “good faith efforts” process should therefore be clarified to explicitly cover cancelled projects with a replacement project with a COD of up to three years later than the failed project.

In addition, the Commission has issued procurement orders for “resource attributes” that can only be met by a limited set of technologies that are not abundantly available in the

⁵ D.25-09-007 clarifies that an LSE will be deemed in compliance with all of the procurement requirements of D.21-06-035 and D.23-02-040, as modified by D.24-02-047, if the LSE demonstrates the following: (1) the LSE sufficiently executed long term contracts that meet the applicable MTR procurement requirement; and (2) the LSE has met its month-ahead system resource adequacy (RA) requirement for each month that the procurement is delayed, by the deadline for any RA deficiency.

pipeline.⁶ LSEs may need to rely on alternative compliance approaches and demonstrations of good faith efforts until contracts can be executed for these difficult-to-procure technologies. A compliance program that lacks flexibility to account for circumstances outside an LSE's control can unnecessarily increase costs to ratepayers by forcing excess procurement or triggering penalty costs to address temporary gaps that are expected to be resolved in the near-term. Further, it can create opportunities for sellers to exercise market power by incentivizing LSEs to secure compliance at any cost.

The Commission should also extend the alternative compliance approach to cover project delays, cancellations, and other scenarios. In the example of a project cancellation close to a compliance deadline, the reliability impact of project cancellation/replacement is the same as if the project was instead delayed. If an LSE finds a replacement resource that can reach COD three years after the compliance period, and the LSE fully meets its RA obligations during that three-year period, the impact of the alternative compliance mechanism applied to the project cancellation/replacement is the same as if the project was instead delayed by three years.

However, the usefulness of an alternative compliance approach may be limited when the resource adequacy (RA) market is constrained, as it was in 2024. Additionally, the alternative compliance approach may not foresee all cases warranting a review of good faith efforts and does not fully consider whether LSEs take reasonable efforts to comply. A good faith standard will allow the Commission to distinguish between LSEs that did not make reasonable procurement efforts and those that acted diligently but were constrained by factors outside their control such as market conditions, permitting delays, or interconnection challenges.

2.2 Should “good faith effort” be defined? If yes, what should be the definition of “good faith effort”. *Note: Any definition should be objective and measurable.*

“Good faith effort” should be defined as documented, timely, and reasonable procurement actions undertaken by an LSE to meet its procurement obligation, which could include a combination of the following:

- Did the LSE conduct timely solicitations (*e.g.*, RFO)?
- Did the LSE pursue means other than an RFO to bilaterally procure new resources, if permitted by the LSE's governing board?
- Did the LSE reasonably pursue offers to negotiate acceptable terms and conditions?

⁶ The MTR Order directs LSEs to procure long-duration energy storage (LDES) and firm zero-emissions resources. D.26-02-057 directs LSEs to procure LDES or clean firm resources with capacity factors of 80 percent or more and not use-limited.

- Did the LSE have reasonable terms and conditions to bind the seller to completing the project and key milestones on time and within budget?
- Did the LSE have a reasonable method to ensure sufficient expertise of the developer to complete the project?
- Did the LSE make reasonable efforts to address potential project failures in addition to terms and conditions binding the seller to completing the project given the expertise of the developer?
- Did the LSE make reasonable efforts to meet alternative compliance mechanisms available to them?
- Did the LSE sign a contract with a project to replace the capacity from an initial project that ultimately failed due to circumstances outside of the LSE's control?
- Despite all of the above:
 - Did the LSE receive no bids;
 - Did the LSE receive bids insufficient to meet its procurement obligation;
 - Did the LSE receive bids indicative of market power defined as 1.2 times Net CONE for the compliance category the resource is being used for (e.g., generic MTR – battery storage Net CONE, long-lead time (LLT) MTR – geothermal Net CONE);
 - Did the LSE receive bids or negotiated contract terms with unreasonable and/or non-conventional terms and/or conditions (e.g., terms and conditions that unduly burden the buyer, such as a contract with a generating resource with an expected life of 20-25 years with a cost at or near net CONE recovered over 10 years with no option for contract extension, a contract with significant LSE exposure to additional cost liability);
 - Was the developer unable to complete the project despite being a reliable developer;
 - Were reasonable offers to replace the contract with on time delivery not available; or
 - Did other circumstances prevent the LSE from meeting its obligation?

These criteria are intended to maintain the integrity of the compliance incentive framework and, as described above, distinguish between LSEs that did not make reasonable procurement efforts and those that did. The procurement process, from contracting, development,

permitting, and interconnection, is complex with many co-dependent variables impacting a project's progression. Without a good faith efforts standard to account for these circumstances, ratepayers can be subject to unnecessary costs either through unnecessary procurement costs to backfill temporary or unavoidable compliance gaps or through penalty costs arising from circumstances outside the LSEs' control.

2.3 With the implementation of the alternative compliance approach, please explain why the “good faith effort” policy may still be necessary. Provide an example scenario.

As described in response to question 2.2, the resource development process from contracting to COD involves a wide range of factors beyond the LSE's control that can impact a project's progress. Imposing strict liability frameworks can create or exacerbate supplier market power, and provide suppliers with leverage to negotiate unfavorable contract terms or act in “bad faith.”

There can be unforeseeable circumstances that lead to project delay or failure, especially for LLT resources in which: (1) the technology may be new; (2) new transmission may be delayed/not come to fruition; (3) project deliverability or interconnection priority that was indicated as highly likely may unexpectedly evaporate; (4) financing may not materialize due to challenges related to interconnection or transmission development issues mentioned earlier; or (5) other reasons. These issues may not become obvious until development has progressed, and LSEs would not have all the information available to make decisions at the time of contract execution. LSEs should have an opportunity to demonstrate good faith efforts before being assessed a penalty due to these factors.

In addition, the alternate compliance path is dependent on compliance with RA to address a delay in a resources COD. Given that the Commission recently issued an order to procure additional resources, the complexity of the hourly slice-of-day (SOD) mechanism, and the anticipated closure of 2,200 MW of 24x7 RA, the potential for a scarce RA marketplace exists that could duplicate the RA insufficiency seen in 2024. The RA program does not have a “good faith effort” process for system RA, and absent a good-faith effort process from both the RA and IRP programs, the LSE could experience market power from developers of new resources and/or market power from existing resources needed to fulfill the alternative compliance mechanism of meeting RA. Each of these outcomes would have significant impact on customers. A properly developed safety relief mechanism will address such an impact while providing incentive to develop new resources.

Section 3. Definition of “Online”

3.1 The proposed definition of online is “the resource is delivering power to the grid and contracted to deliver by the specified compliance tranche date.” Other than Commercial Operations Date (COD), are there any other determinants that meet the proposed definition?

Further context may be necessary around the problem this question is attempting to solve to fully answer this question, but generally, the CAISO COD and Commercial Operations for Market (COM) meets this definition. The CAISO COD and COM signal that a resource is capable of delivering power to the grid and can occasionally occur before contracted delivery date.

3.2 Can a resource receive a Commercial Operations for Market (COM) notice without ever receiving a COD notice? Please explain.

CalCCA's understanding is that a resource can receive a COM without receiving a COD, though it does not happen often. As with question 3.1, further context is necessary to answer this question fully.

3.3 What modifications or upgrades can or should occur that would result in incremental capacity of a resource? Is there anything else other than physical modifications or upgrades that can result in an increase in a resource's deliverability capabilities?

Most modifications are physical, for example adding batteries, expanding solar panels, drilling new wells for geothermal, increasing inverter capacity, or repairs to degraded facilities that result in the facilities' output increasing above the level modeled in procurement orders. Non-physical upgrades can include software upgrades that enhance unit efficiency or an increase in use-limited resource capacity (*e.g.*, new air permit). Upgrades and modifications that result in incremental capacity should be countable towards procurement orders.

3.4 When looking at how energy and storage resources can be paired, are there negative impacts to a resource having intermittent pairing with an energy resource that does not fully span the contract term of the storage? Explain.

No, LSEs may choose to contract a generation resource and a storage resource differently for a variety of reasons, including procurement needs and costs. LSEs and their developer counterparties are in the best position to determine the contract length necessary to get new resources built. The Commission should assume that if the initial term of the contract was sufficient for the resource to be built (*i.e.*, long enough duration with sufficient capital recovery), then its pairing with another resource is not relevant to the efficacy of the resource.

Section 4. Capacity Factor

4.1 What engineering assessment calculation methods can be used by an LSE to demonstrate an 80% capacity factor? Explain specific calculation methods and how this would be demonstrated.

LSEs should be able to demonstrate that the contracted resource is capable of producing at no less than an 80 percent capacity factor either through the contract or engineering assessment, instead of after the fact on-going review of the facility's output. Developers typically provide guaranteed energy production or engineering assessment in the PPA to ensure LSEs

receive the energy they paid for. It may not be possible for an LSE themselves to demonstrate capacity factors in operation.

- 4.2 Should the 80% annual capacity factor requirement be determined by:**
(a) An average annual capacity factor of 80% across the entire term of the contract or (b) An annual capacity factor of 80% in at least the first year of a contract? Explain.

See response to question 4.1 above. LSEs are required to procure resources that satisfy specific contract requirements. Counterparties are responsible for meeting their contractual obligations. LSEs should not bear compliance risk arising from a counterparty's failure to perform.

- 4.3 Should there be a different definition for capacity factor? Why?**

No. The Commission has already defined capacity factor and should not change the definition in the midst of LSE compliance with a procurement order. Procurement contracts require months or years to negotiate, permit, finance, and construct. In this process, the Commission should recognize that procurement decisions already underway cannot easily be modified to fit a new framework. The Commission should therefore maintain existing rules and guidance related to resource eligibility.

- 4.4 Due to the Long Lead Time (LLT) requirement for the ratio of the actual amount of electrical power produced by a generating unit and the required continuous generation at full maximum discharge for 24 hours a day, 7 days a week, over a year, should there be a varied definition of capacity factor for LLT resources?**

No. See response to question 4.3. The Commission has already defined capacity factor and LLT and should not change the definition in the midst of LSE compliance with a procurement order.

Section 5. Resource Delays

- 5.1 If a resource is delayed or contracted with a later online date and paired with a bridge or alternative compliance pathway, should the LSE get to apply the selected tranche Effective Load Carrying Capability (ELCC), or should they be required to use the later ELCC associated to the online date?**

For the same reasons described in response to question 4.3, the ELCC values should align with the tranche the resource is intended to comply with. This is consistent with existing procurement order guidance in FAQ 5.3.8 from Version 6.1 (June 17, 2025) and FAQ from the November 14, 2025, Office Hours.

5.2 How should resource delay be defined? What evidence can be provided to prove a resource delay?

Resource delay should be defined as a resource not meeting its COD by the compliance date. Developers can provide official notices about delays based on contractual processes, and those notices would contain reasons for delays.

5.3 If a resource is delayed and a long-term contract is not procured, how should the ELCC for the initial tranche be applied?

Generally, as described in response to question 5.1 above, the ELCC value that is applied to a resource should align with the compliance tranche the LSE chooses to count the resource towards. This may require delayed resources to be considered in ELCC calculation updates used for future tranches to ensure there is no over-dependence on a particular type of resource. This is likely to occur naturally as the Commission must provide ELCCs early in the process to enable LSEs to perform meaningful procurement activities. With that being said, additional specificity around the purpose of this question and the information the Commission is seeking would be helpful to more fully answer this question.

5.4 Should the alternative compliance mechanism cure a deficiency gap for a resource that is contracted for a later date, or should the alternative compliance mechanism only close the gap if a resource was originally contracted for an earlier online date?

The alternative compliance mechanism should cure a deficiency gap for a resource that is contracted for a later date. There are many reasons why a gap like this could exist. For example, an LSE may have a resource that is contracted to come online June 1, 2025, but the contract is terminated at the last minute due to circumstances outside the LSE's control. The next earliest long-term contract that the LSE may be able to procure might not have an online date until June 1, 2027. Alternatively, an LSE may conduct reasonable efforts to procure to an attribute-based procurement requirement (*e.g.*, the MTR's LLT requirement) and the earliest online date for resources that meet this requirement occurs after the compliance deadline, due to supply chain, interconnection timelines, or other factors. In these cases, LSEs should be able to demonstrate that they have complied with the alternative mechanism, which ensures the LSE continues to meet its reliability requirements during the period of the deficiency gap while continuing to bring a delayed resource or new resource online to close the gap.

5.5 What documentation should be required to demonstrate a resource was originally intended for an earlier contract date other than an executed contract? Please explain.

Contracts should provide sufficient documentation to demonstrate the original and revised contract dates.

5.6 If a resource is delayed, can an LSE negotiate language that requires the delivery period be extended to maintain a 10- year tenure?

Yes. LSEs generally have the ability to negotiate the tenure of the delivery period. Typically, if a project is delayed, the delivery period will shift to maintain a 10-year duration.

Section 6. Issuance of Citations

6.1 Since citations are currently issued publicly, is there a reason that procurement citations should not include the following information: Citation Number, LSE, Date Notified, Date Issued, LSE CPUC ID, LSE Type, Specified Violation, Citation Amount, Pay Status, Appeal Status, Appeal Number? If yes, please explain.

The Commission should not publicize any information that could reveal an LSE's open position. Information identifying an individual LSE's needs could create opportunities for sellers to exercise market power and ultimately exacerbate affordability challenges. This is especially the case when: (1) procurement requirements can only be met by a limited set of suppliers, as with the attribute-specific components of the MTR Order; and (2) when procurement obligations are cumulative across multiple compliance years and publicized citations may influence the market for future compliance years.

The Commission should therefore publicly report only aggregate information regarding compliance with procurement orders, avoiding disclosure of the net position of any individual entity until the entirety of the procurement order is complete. This is consistent with the reporting that the Commission has provided in progress reports on MTR procurement progress.⁷

6.2 Should citations be issued annually? Why or why not?

The issuance of citations should align with compliance periods and, as discussed above in response to question 1.4, be: (1) based on the final verified deficiency for each compliance period; and (2) preceded by a good faith efforts process for each compliance period. There should be a clear process and transparent timeline for each stage of compliance enforcement, including good faith effort demonstration, Commission review, issuance of citations, and any subsequent penalty determination. In addition, a meet-and-confer should take place between the Commission and the LSE prior to issuance of citations so LSEs can explain the situation and demonstrate "good faith efforts" to prevent time consuming appeal processes.

⁷ See <https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/electric-powerprocurement/long-term-procurement-planning/more-information-on-authorizing-procurement/irpprocurement-track>.

6.3 What timeframe should be implemented for issuance of procurement citations?

See response to question 6.2 above.

Section 7. Aligning Integrated Resource Planning (IRP), Resource Adequacy (RA), and Renewables Procurement Section (RPS)

7.1 Given that IRP, RA, and RPS have different goals and mandates, are there opportunities to align the three programs? Please explain.

The RA, IRP, and RPS programs are administered through separate rulemakings with different schedules and procurement objectives, resulting in overlapping and sometimes inconsistent requirements. As a result, LSEs may be required to procure resources that satisfy one program but not another, leading to duplicative procurement, increased costs, and over-procurement. Under challenging market conditions, in which new capacity is difficult to develop quickly and existing capacity is constrained, this may result in some LSEs facing double penalties for the same deficiency (e.g., an LSE plans to count a new resource for IRP and RA compliance obligations, and the resource is delayed). The Commission should therefore seek to align IRP procurement requirements with downstream RA and RPS requirements. In R.20-05-003, CalCCA proposed a mechanism for achieving this alignment through the implementation of the Reliable and Clean Power Procurement Program (RCPPP).⁸ Elements of this proposal include a multi-year RA requirement aligned with the SOD program and a Clean Energy Standard that builds upon the existing RPS program to include zero-emissions resources and advance clean energy targets through 2045.

LSEs are also often required to report the same information multiple times in different forums and formats. Most notably, the Commission requests redundant contract information across IRP and RPS filings. In their bi-annual MTR filings, their RPS Procurement Plan filing, their RPS compliance filing (which asks about permitting information for developing projects), and the RPS Power Charge Indifference Adjustment (PCIA) Data Requests (which includes information for the Padilla Report), and monthly procurement status reports. LSEs are essentially reporting on their developing projects, in some form, 18 times per year in total. To limit the administrative effort associated with compliance reporting, the Commission should consider ways to combine compliance filings and provide Commission staff with technology solutions that allow them to access information for online resources (e.g., resource IDs, nameplate capacity, technology type, capacity area, location, and contract term).

7.2 What burdens need to be overcome to align IRP, RA, and RPS?

⁸ *California Community Choice Association's Comments on Administrative Law Judge's Ruling Seeking Comments on Reliable and Clean Power Procurement Program Staff Proposal*, R.20-05-003 (July 15, 2025), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M573/K513/573513376.PDF>.

July 14, 2026

CalCCA has no comments at this time.

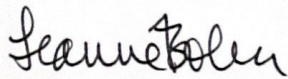
7.3 Are their stakeholder time constraints inherent in an effort to align IRP, RA, and RPS? Please explain.

The issues raised in response to question 7.1 are critically important to resolve. The Commission should prioritize the development of RCPMP so that parties have clarity on how to move forward with procurement to meet compliance obligations associated with reliability and clean energy goals.

III. CONCLUSION

CalCCA respectfully submits these informal responses and requests consideration of the recommendations herein.

Respectfully submitted,



Leanne Bober,
Director of Regulatory Affairs and Deputy General Counsel
CALIFORNIA COMMUNITY CHOICE ASSOCIATION

(Submitted to IRPDataRequest@cpuc.ca.gov.)