

DOCKETED

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December 5, 2025

Via Email and E-Filing Docket 23-OPT-01

Drew Bohan
Executive Director
California Energy Commission
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**Re: County of Shasta Request for Dispute Resolution re Fountain Wind
Project Invoice Reimbursements (Docket 23-OPT-01)**

Dear Executive Director Bohan:

On behalf of the County of Shasta (County), our firm requests formal dispute resolution pursuant to 20 CCR § 1878.1 concerning reimbursement of the County's eligible costs incurred for services performed in reviewing applicant Fountain Wind LLC's (Fountain Wind) opt-in application for the Fountain Wind Project. The County has been unsuccessful in reaching agreement with Fountain Wind directly and now asks that the Executive Director resolve the matter prior to or on the Commission's consideration of the application at the December 19, 2025 business meeting.

The Fountain Wind Project docket contains all of the applicable documents regarding the County's budget and invoice requests and documents describing the dispute, which are incorporated herein by this reference. After over a year of filing invoices with the Commission and Fountain Wind and submitting invoices in the docket, on July 31, 2025, the County proposed a non-disclosure agreement with the Commission and Fountain Wind to allow the limited disclosure by the Shasta County Board of Supervisors of attorney-client privileged invoices so that the parties could fully review and comment on the eligibility of invoices. On September 9, 2025, the Commission executed the non-disclosure agreement, and the County submitted all its invoices in a redacted format to the Commission on September 19, 2025 requesting reimbursement in the amount of \$410,270.42. On October 14, 2025, Commission legal counsel clarified and approved the eligibility of certain services as set forth in the invoices. On October 27, 2025, Fountain Wind finally agreed to execute the County's non-disclosure agreement with modification, with final execution on November 7, 2025. On November 18, 2025, the County submitted to Fountain, copying the Commission, a cost summary and all invoices deemed eligible in the Commission's October 14, 2025 letter requesting an amount of \$260,489.66.

The overall process has taken almost three years to resolve. During this time period, the County has sought guidance from the Commission on the budget and invoice process, sought clarification on whether section 1715 applied to an opt-in application, and faced numerous, unwarranted objections by Fountain Wind to the County's budget, activities, services, and invoices submitted to the Commission. The County has attempted in good faith to meet and confer with the applicant and has continuously kept the Commission informed of its efforts. Furthermore, it took months to obtain a non-disclosure agreement and now the 10-day protest period and 14-day payment period contemplated by section 1878.1 have passed and the County has, again, not received a response or payment. ***To that end, the County does not believe that it will be reimbursed directly by Fountain Wind in any amount without an order from and enforcement by the Commission.***

In light of the Commission's December 19, 2025 business meeting where it will consider certification of the application, ***the County requests immediate resolution of the reimbursement dispute and an order directing Fountain Wind to reimburse the County forthwith for its review and comment on the application and any necessary enforcement thereof.*** The proceeding record and emails to the Commission and Fountain Wind demonstrate the County has diligently attempted to comply with state law and the Commission's reimbursement regulation and cooperate with staff and the applicant. The record also reflects that the applicant has objected to almost all aspects of the County's request and has delayed responses and reimbursement in an unreasonable manner. The County has reiterated that its reimbursement is a "state mandate" as acknowledged by the preamble of Assembly Bill 205 and governed by the California Constitution. The Commission is required by Public Resources Code section 25538 to reimburse the County, and may either request the costs be paid to the Commission by Fountain Wind or devote a special fund in the Commission's budget for such reimbursement. Therefore, the Commission is obligated to reimburse the County is exercise its statutory authority to order Fountain Wind to reimburse the County and take all collections and enforcement actions necessary to collect the amounts owed and pay the County.

The County requests the Commission agendaize this issue in conjunction with the December 19, 2025 application consideration and order Fountain to reimburse the County **\$260,489.66.**¹ Should the Commission deny the application at the December 19 meeting, the County requests the proceeding remain open and jurisdiction be maintained over the applicant until this reimbursement matter is fully resolved. The Commission has the authority under the Warren-Alquist Act and recently enacted Senate Bill 254 to obtain full cost recovery for all costs incurred by the Commission with respect to the application and this proceeding, which include the County's costs for review and comment, and order the applicant to pay such costs and initiate collections and enforcement efforts in the event the applicant does not reimburse the County.

We urge the Commission to act expeditiously. Thank you for your consideration.

¹ The County reserves the right to pursue reimbursement for the originally requested \$410,270.42; however, believes the revised amount will resolve the dispute in an amicable and efficient manner without further proceedings.

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Respectfully yours,



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