

DOCKETED

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Project Title:	Abengoa Mojave Compliance
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STATE OF CALIFORNIA

**STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION**

In the Matter of:

Abengoa Mojave Solar Power Project

Mojave Solar, LLC

**Docket No. 09-AFC-05C
RESOLUTION APPROVING
SETTLEMENT**

STAFF RECOMMENDATION

On or about July 8, 2015 through July 24, 2015, an event at the Project site, initially stemming from a leak in the fire main at the Beta Power Block and resulting in the temporary inoperability of the fire suppression system, prompted a staff investigation. After staff's investigation, staff and Mojave Solar, LLC entered into settlement negotiations. The legal requirements at issue, as well as staff's allegations, and Mojave Solar's admissions and denials, are included in the Settlement Agreement.

In addition to a payment in the amount of \$51,000, Mojave Solar has agreed to additional requirements to ensure the site has a reliable fire protection system and to ensure that proper procedures are in place in the event of a planned or emergency impairment to the fire protection system.

This matter is not subject to the requirements of Title 20, Cal. Code Regs., section 1769, because this matter was not brought through a Petition to Amend. These amendments have been agreed to by the parties through settlement negotiations.

Energy Commission technical staff reviewed the Settlement Agreement for potential environmental effects and consistency with applicable LORS. Staff determined that the existing findings of fact, conclusions of law, and conditions of certification would ensure that no significant impacts to public health and safety, or the environment would occur from implementing the new conditions of certification in the proposed Settlement Agreement.

Staff recommends that the Energy Commission approve the Settlement Agreement.

ENERGY COMMISSION FINDINGS

Based on staff's memorandum, the Energy Commission concludes that the terms of the proposed Settlement Agreement will not result in any significant impact to public health and safety, or the environment.

- The new Conditions of Certification will not change the findings in the Energy Commission's Final Decision pursuant to Title 20, section 1748;
- The project will remain in compliance with all applicable laws, ordinances, regulations, and standards (LORS), subject to the provisions of Public Resources Code section 25525;
- The new conditions of certification reflect the parties' agreement on the specific steps required to ensure and/or confirm compliance with all LORS.
- If any modifications to the fire main or hydrants are required, such modifications may be categorically exempt from CEQA. Class 1 exemptions exist for the repair, maintenance, or minor alteration of existing structures, facilities, or mechanical equipment, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. (CEQA Guidelines section 15301.) If potential repairs are not covered by a Class 1 categorical exemption, then Mojave Solar, LLC would file a petition to amend as required by Title 20, Cal. Code Regs., section 1769.

CONCLUSION AND RESOLUTION

The Energy Commission hereby approves the Settlement Agreement, including the new conditions of certification agreed to by Mojave Solar, LLC, and directs the Executive Director to execute the Settlement Agreement on behalf of the Energy Commission.

The California Energy Commission hereby approves the following new Conditions of Certification. New language is shown as **bold and underlined**.

CONDITIONS OF CERTIFICATION

GEN-1.1 Mojave Solar shall provide to the Energy Commission Compliance Project Manager (CPM) information about each occurrence of damage to or failure of the fire water mains (including hydrants) in the Alpha and Beta Blocks from the start of construction through the date the Settlement Agreement is fully executed.

- a. **For each occurrence of damage to or failure of fire water mains, Mojave Solar shall provide:**
 - i. **the date discovered;**
 - ii. **the location, noted on an As-Built Site Fire Protection Drawing;**

- iii. a short explanation of the circumstances of the event;
 - iv. an explanation of how the damage or failure was repaired, including CBO or SBCFD recommendations, if any; the repair method used; and additional engineering drawings, if any were required;
 - v. the date repair was completed;
 - vi. a copy of the CBO or SBCFD's inspection report if CBO or SBCFD inspections were required after the repair; and
 - vii. any photographs taken for each occurrence.
- b. Beginning the day after the Settlement Agreement is fully executed, and continuing until the Project is decommissioned, Mojave Solar shall provide the CPM with the information specified in section 1.a., i-iii after discovery of an occurrence of damage or failure, and provide the CPM with the information specified in section 1.a., iv-vii, after any repairs or remediation.

VERIFICATION: On or before 90 days after Mojave Solar receives written notification by CPM of the execution of the Settlement Agreement by the Executive Director, Mojave Solar shall provide to the Energy Commission Compliance Project Manager (CPM) information about each occurrence of damage to or failure of the fire water mains (including hydrants) in the Alpha and Beta Blocks from the start of construction through the date the Settlement Agreement is fully executed. Beginning the day after the Settlement Agreement is fully executed, and continuing until the Project is decommissioned, Mojave Solar shall provide the CPM with the information specified in section 1.a., i-iii and vii, within 12 hours of the discovery of an occurrence of damage or failure, and provide the CPM with the information specified in section 1.a., iv-v and 1.a.vii, within 24 hours of any repairs or remediation.

GEN-1.2 Mojave Solar shall retain FM Global, or other mutually agreed upon entity, to conduct a Fire Systems Assessment (Assessment) which shall include:

- a. conducting a root cause analysis of each occurrence of damage to or failure of the fire protection water mains (including hydrants) at both the Alpha and Beta blocks, and
- b. an assessment of the operational readiness and reliability of the fire protection water mains (including hydrants) at both the Alpha and Beta blocks.

Mojave Solar shall implement all recommendations in the Final Assessment required to bring the fire protection water mains

(including hydrants) at both the Alpha and Beta blocks into compliance with the California Fire Code. If any project modifications are required, Mojave Solar shall file a Petition to Amend under Title 20, Cal. Code Reg., section 1769.

VERIFICATION: No later than 30 days after Mojave Solar receives written notification by the CPM of the execution of the Settlement Agreement by the Executive Director, Mojave Solar shall prepare a contract to define the scope of work and specific tasks to be performed. The contract shall be reviewed and approved by the CPM. Upon approval of the contract by the CPM, Mojave Solar shall enter into the contract with FM Global, or other mutually agreed upon entity. Mojave Solar shall direct FM Global, or other mutually agreed upon entity, to complete a Draft Assessment and distribute it to Mojave Solar, the CPM, and the SBCFD no later than 90 days after contract execution, or a later date if approved by the CPM, for review and comment by Mojave Solar, the CPM and SBCFD. The CPM shall have 30 days to coordinate with the SBCFD and return all comments back to Mojave Solar and FM Global, or other mutually agreed upon entity. Mojave Solar shall direct FM Global, or other mutually agreed upon entity, to review all comments received from the CPM and the SBCFD on the Draft Assessment, revise the Draft Assessment, and distribute to Mojave Solar, the CPM, and SBCFD a Final Assessment containing final recommendations 30 days after receiving comments from the CPM and SBCFD, or at such later date approved by the CPM. The CPM shall have 30 days to approve the Final Assessment. Mojave Solar shall implement the recommendations in the Final Assessment in accordance with the timeframes recommended in the Final Assessment, provided however, that such timeframes shall be extended, with agreement by the CPM, so as to avoid any interruption in the operation of the facility or as otherwise agreed to by the CPM.

GEN-1.3 Mojave Solar shall update the Fire Protection Plan to include a section on fire protection system impairment practices and procedures, and shall provide the updated plan to the CPM for review and approval.

VERIFICATION: On or before 30 days after Mojave Solar receives written notification by the CPM of the execution of the Settlement Agreement by the Executive Director, Mojave Solar shall update the Fire Protection Plan to include a section on fire protection system impairment practices and procedures, and shall provide the updated plan to the CPM for review and approval.

CERTIFICATION


The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on December 14, 2016.

AYE: Weisenmiller, Douglas, McAllister, Hochschild, Scott

NAY: None

ABSENT: None

ABSTAIN: None



Cody Goldthrite
Secretariat