

DOCKET

09-AFC-3

DATE _____

RECD. MAR 17 2010

Robert Sarvey
501 W. Grantline Rd.
Tracy, Ca. 95376
(209) 835-7162

Mr. Bohdan Buchynsky
Diamond Generating Corporation
333 S. Grand Ave., Suite 1570
Los Angeles, CA 90071

**RE: MARIPOSA ENERGY PROJECT (MEP) (09-AFC-3)
DATA REQUEST SET 2 (Nos. 9-44)**

Pursuant to Title 20, California Code of Regulations, Section 1716 (b), Intevnor Robert Sarvey seeks the information specified in the enclosed data requests. The information requested is necessary to: 1) more fully understand the project, 2) assess whether the facility will be constructed and operated in compliance with applicable regulations, 3) assess whether the project will result in significant environmental impacts, 4) assess whether the facilities will be constructed and operated in a safe, efficient and reliable manner, and 5) assess potential mitigation measures.

If you are unable to provide the information requested, need additional time, or object to providing the requested information, please send a written notice to both the Committee and me within 20 days of receipt of this notice. The notification must contain the reasons for not providing the information, and the grounds for any objections (see Title 20, California Code of Regulations, Section 1716 (f)).

Executive summary

Background: Page 1.1 of the AFC states: The existing, unrelated 6.5-MW Byron Power Cogen Plant occupies 2 acres of the 158-acre parcel northeast of MEP. The remainder of the parcel is non-irrigated grazing land. There was a prior wind turbine development on the project site and the southern portion of the parcel. Minor debris from that wind development remains on site.

9) Please describe the cleanup plan for the minor debris from the prior windmill site.

Background: The AFC states that, “Mariposa Energy has already been working with Alameda County; additional coordination with the County is expected to occur during the CEC licensing process.

10) Please provide all correspondence with Alameda County that has occurred to date and continue to provide all documents, emails and record of conversations between Mariposa Energy and Alameda County until the proceeding is closed.

Background: AFC page 1.1 states MEP’s primary objective is to provide dispatchable, operationally flexible, and efficient generation to meet PG&E's need for new energy sources and to satisfy the terms of Mariposa Energy’s power purchase agreement with PG&E. AFC page 1.1

11) Please provide Mariposa’s Power Purchase agreement with PG&E. If appropriate provide the agreement under protective cover and provide a non disclosure agreement. Please identify which parties that are market participants and are not allowed to view the agreement.

Air Quality

Background: Table 5.1-19 of the AFC estimates that green house gas emissions from the combustion of natural gas will be 440,553 metric tons per year for the Mariposa Project. Appendix 5.1B estimates annual natural gas use of 8,278,360 MMBtu/yr as the basis for the expected greenhouse gas emissions.

12) To more fully understand the projects impacts to the environment please provide the estimated greenhouse gas emissions from the extraction, processing and transportation, of 8,278,360 MMBtu/yr of natural gas per year.

13) Please provide an estimate of other criteria pollutant emissions of NO_x, PM₁₀, PM_{2.5}, VOC's, and SO₂ from the extraction, processing and transportation of 8,278,360 MMBtu/yr of natural gas to the MEP.

Background: AFC Page 5.2-2 states that: "The existing cogeneration plant will not be decommissioned or otherwise modified as part of MEP. 5.2-2," Attachment RSDR2-1 provided by the applicant in response to Robert Sarveys Data Request 2 provides the operating permit of the Byron Cogen plant including operating parameters and emission limits. Please provide the annual, daily, and hourly maximum emissions for all criteria pollutants. Please provide an air quality analysis utilizing the emission limits and operating profile provided in the permit supplied in RSDR2-1 to provide information on the air quality impacts from the Mariposa and the Byron Cogen projects operating simultaneously since they are located within a few thousand feet of each other. The attachment RSDR2-1 provides the following inputs:

Plant 10437, Byron Power Company

Condition 3785

Sources S-1, S-2, S-3, S-4 and S-5

1. Hours of operation of each Waukesha 7042 GSI Engine (Sources S-1, S-2, S-3, S-4, and S-5) shall not exceed 24 hours per day. Basis: cum. increase

. Each of the five Waukesha 7042 GSI Engines (Sources S-1, S-2, S-3, S-4, and S-5) shall not exceed 8760 hours per year. Basis: cum increase

3. The five Waukesha 7042 GSI Engines (Sources S-1, S-2, S-3, S-4, and S-5) shall be fired on pipeline quality natural gas only. Basis: BACT

4. Total combined natural gas consumption of the five Waukesha 7042 GSI Engines (Sources S-1, S-2, S-3, S-4, and S-5) shall not exceed 1,740,000 cubic feet per day or 635,000,000 cubic feet per year.

14) Please provide a copy of the "The Negative Declaration, Resolution No. Z-6824, issued by Alameda County on October 4, 1989 for this project," listed in the projects air permit.

Background: AFC page 2-9 states that: “The emissions of each CTG are stabilized at permitted levels within 30 minutes of startup.”

15) Please provide the projected emission rates for each criteria pollutant in 5 minute increments, from startup to each CTG is stabilized at permitted levels.

Background: Mariposa Energy executed a mitigation agreement with the San Joaquin Valley Air Pollution Control District on December 17, 2009.

16) Please provide information on how the public including the Mountain House Community Services District, Residents of Mountain House, CEC intervenors and the CEC staff were informed and included in this process.

17) Please indicate if the applicant notified the public or the CEC of the Governing Board meeting on December 17, 2009 where the air quality mitigation agreement with the SJVUAPCD was approved.

18) If the public was not included please explain why.

Background: The mitigation agreement provides for the MEP to give \$644,000 to the SJVUAPCD. The mitigation agreement proposes to utilize the Carl Moyer Program to offset emissions of NOx and VOC’s. The normal useful life of projects in the Carl Moyer Program are from 3 to 10 years. The Mariposa Project is expected to operate for 30 years or more.

19) Please explain how the projects emissions will be mitigated in San Joaquin Valley after the useful life of the projects selected in the Carl Moyer or any another emission reduction program expire.

20) Please provide calculations of and a schedule of emission reductions from the various programs proposed by the SJVUAPCD and MEP. Please provide the total emissions that will be mitigated for the life of the project in tons per year and total emission reduction in tons over the life of the project.

Background: A recent mitigation agreement between the SJVUAPCD and the Tracy Combined Cycle Power Project¹ utilized a cost factor of \$51, 373 per ton of NOx reduced for a total of \$319,292. The mitigation agreement offset 12,430 pounds of NOx from the project

21) Please explain how the MEP can offset 17 tons per year of NOx from the project at a cost of \$285,600.

¹ http://www.energy.ca.gov/sitingcases/tracyexpansion/documents/applicant/2009-04-22_RESPONSE%20TO_PDOC_TN-51290.PDF

Background: The mitigation agreement between the SJVUAPCD and the MEP contains the following language, With respect to any other applicant for an energy license before the CEC as the date of this agreement which is similarly situated near the Northern region, the district agrees not to enter into an air quality mitigation agreement based on a methodology which utilizes a lower calculation value (expressed in dollars per ton) than the value set forth in Part A -2 of this attachment A to this agreement, without offering such an arrangement to Mariposa.

- 22) Please explain how this clause may impact the funding for the agreement.
- 23) Please explain how this clause may impact “the Districts ability to maintain its air quality goals,” which is stated in Whereas clause number 4.
- 24) Please explain how the CEC staff can evaluate the effectiveness of the agreement in their analysis of the project with the presence of this clause.

Background: The mitigation agreement between The Tracy Combined Cycle Power Project and the SJVUAPCD includes credit to GWF Energy for a local air quality mitigation agreement between the City of Tracy and GWF.

Tracy Peaker - 2003-2004 Enviromental Benefits		NOx Reduc	NOx Reduc	PM Reduc
		- lbs/yr	10 yr life	
Lawn Mower Replacement Program	575 electric mowers	36		NA
Offroad HD Equip Diesel Particulate	2 frontend loaders	2774	27,740 lbs	911 lbs/yr
Particulate Reduction	31 school buses	1160		NA
CNV Vehicle Replacements	3 - 84 pass bus	487	4740 lbs	NA
	1 - 1/2 ton Pickup	13		NA
	1/ 3/4 ton Van	13		NA
		4483		

- 25) Please describe the environmental benefits agreement that MEP plans to execute with the Mountain House Community Services District and/or the City of Tracy.

Background: The Mitigation agreement between the SJVUAPCD includes the following language: 5. Cooperation. The parties agree to cooperate with each other with respect to any requests or actions related to their agreement from the CEC, the Environmental Protection Agency, the California Air Resources Board, and/ or any intervornors in the project and do or cause all things necessary , proper or advisable, to help consummate and make effective the transaction contemplated by this agreement, including but not limited to providing written and oral testimony in furtherance of this Agreement, as part of the CEC licensing process. The parties agree to seek a condition of in the CEC license for the project which incorporates the terms of the agreement.

- 26) Please explain the meaning of the clause, “The parties agree to cooperate with each other with respect to any requests or actions related to their agreement from the CEC, the

Environmental Protection Agency, the California Air Resources Board, and/or any intervenors in the project.”

27) Please explain why this clause is in the document.

28) Please explain what would be considered, “proper or advisable, to help consummate and make effective the transaction contemplated by this agreement.”

29) Please explain how the following cooperation agreement clause would impact any testimony that the SJVUAPCD would provide in this proceeding.

Background: The mitigation agreement between MEP and SJVUAPCD states that, “The parties agree to seek a condition in the CEC license for the project which incorporates the terms of the agreement.”

30) Would this proposed condition include CEC oversight by the CPM of the use of these funds in the agreement?

31) Would this proposed condition include a quantification of the air quality benefits of the mitigation agreement and review by the CPM?

Worker Safety and fire Protection

Background AFC page 5.5-15 states: MEP is in the Alameda County Fire Department (ACFD) jurisdiction. Station 8 in Livermore is the primary responding station for the MEP vicinity, with an approximate response time to an emergency at the project site of 30 minutes.

32) Please provide the projected route of the response.

33) Please provide any information on traffic conditions which could delay that response and the expected delay.

Background: AFC page 5.5-15 states: MEP is also near Tracy Fire Department stations, and as such may be served by those stations under a mutual aid agreement between the two jurisdictions. Additional information regarding firefighting assistance and support is provided in Section 5.10, Socioeconomics.

34) Please provide the expected response time from the nearest Tracy Fire Department Station.

35) Please provide the mutual aid agreement between ACFD and the Tracy Fire Department.

Background : AFC page 5.10-12 states: ACFD's mutual aid agreement with TFD also includes assistance with hazmat incidents. The nearest TFD station with hazmat capabilities is Station 98. The firefighters at this station are all trained for hazmat response. Station 98 has all necessary hazmat equipment with the exception of the hazmat van, which is located at Station 96 (Garcia, 2009). The response time from Station 98 is 12 minutes. Station 96 is located at 301 West Grant Line Road and is 8.9 miles from the MEP site. Response time from Station 96 is 19 minutes (Hanlon, 2009).

36) Please provide an assessment of Tracy Rural fire Departments Haz Mat equipment and capabilities.

37) Please describe any cumulative impacts to the Tracy Rural Fire Department from the approval of natural gas fired power plants in the Tracy/ Mountain House Area. (East Altamont Energy Center, Tesla Power Project, Tracy Peaker plant, Mariposa Energy Project)

Alternatives

Background- The alternatives section provides no discussion of renewable technologies. Page 1-9 of the AFC states: As discussed further in Section 2.0, the expected annual operation is 600 hours per year with 200 startup and shutdown events. According to the AFC page 5.10-18: The MEP initial total capital cost is estimated to be between \$230 million and \$245 million.

39) If the MEP operates only 600 hours per year at the expected capacity factor how many megawatts would the project produce?

40) What would be the capital cost per megawatt at the 600 hours per year expected operation?

41) What would be the expected variable cost and fuel costs per megawatt at the 600 hours per year operation level assuming the current price of natural gas?

42) Please compare the cost of the Mariposa Project per megawatt hour produced with its projected 600 hour operating profile to other renewable technologies like the PG&E wind storage project, or rooftop solar, battery storage projects or other renewable technologies.

Water resources

Background: AFC page 5.10-21 states: MEP operation will not make significant adverse demands on local water, sanitary sewer, electricity, or natural gas because adequate supply and capacity currently exist. The allocation of water for farmers from the Delta-Mendota Canal who are a part of the Byron-Bethany Irrigation District was zero for 2009.²

43) Please provide an assessment of the impact to farmers who rely on BBID water from the diversion of 187- 275³ acre feet a year for the Mariposa Power Project.

44) Please provide a cumulative assessment of the impact to agricultural uses of the water that BBID diverts and plans to divert to power projects. Please include the East Altamont Energy Center, the Tracy Peaker plant and the Mariposa Energy Center.

² http://www.tracypress.com/pages/full_story?page_label=home&id=2261553-Water+in+short+supply&articleWater%20in%20short%20supply%20=&widget=push&instance=home_news_bullets&open=&

³ http://www.energy.ca.gov/sitingcases/mariposa/documents/applicant/afc/MEP%20Volume%202/MEP_Appendix%20D_BBID%20Will%20Serve%20Letter.pdf

DECLARATION OF SERVICE

I, Robert Sarvey declare that on March 15 , 2010 I served and filed copies of the attached Mariposa Energy Project (MEP) (09-AFC-3) Data Request Set 2 (Nos. 9-44) dated March 15, 2010. The original document, filed with the Docket Unit, is accompanied by a copy of the most recent Proof of Service list, located on the web page for this project at:

[\[http://www.energy.ca.gov/sitingcases/mariposa/index.html\]](http://www.energy.ca.gov/sitingcases/mariposa/index.html).

The document has been sent to both the other parties in this proceeding (as shown on the Proof of Service list) and to the Commission’s Docket Unit, in the following manner:

(Check all that Apply)

For service to all other parties:

sent electronically to all email addresses on the Proof of Service list;

by personal delivery or by depositing in the United States mail at Sacramento,

California, with first-class postage thereon fully prepaid and addressed as provided on the Proof of Service list above to those addresses **NOT** marked “email preferred.”

AND

For filing with the Energy Commission:

sending an original paper copy and one electronic copy, mailed and emailed respectively, to the address below (preferred method);

OR

depositing in the mail an original and 12 paper copies, as follows:

CALIFORNIA ENERGY COMMISSION

Attn: Docket No. 09-AFC-3
1516 Ninth Street, MS-4
Sacramento, CA 95814-5512
docket@energy.state.ca.us

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

jbyron@energy.state.ca.us
b.buchynsky@dgc-us.com
Doug.Urry@CH2M.com
publicadviser@energy.state.ca.us
kwillis@energy.state.ca.us
kcelli@energy.state.ca.us
[**kchew@energy.state.ca.us**](mailto:kchew@energy.state.ca.us)
[**rweisenm@energy.state.ca.us**](mailto:rweisenm@energy.state.ca.us)
dighe.rajesh@gmail.com

mgroover@sigov.org
glw@eslawfirm.com
e-recipient@caiso.com