

Ella Foley Gannon
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 ella.gannon@bingham.com

November 29, 2012

Siting Committee
 Raoul Renaud, Hearing Officer
 Eric Solorio, Project Manager
 California Energy Commission
 Docket No. 11-AFC-3
 1516 9th Street
 Sacramento, CA 95814

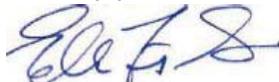
**Re: Cogentrix Quail Brush Generation Project - Docket Number 11-AFC-03,
 Response to Intervenor Sunset Greens Homeowners Association's Data
 Requests 53-57**

Docket Clerk:

Pursuant to the provisions of Title 20, California Code of Regulations, and on behalf of Quail Brush Genco, LLC, a wholly owned subsidiary of Cogentrix Energy, LLC, Bingham McCutchen LLP hereby submits the Response to Intervenor Sunset Greens Homeowners Association's Data Requests 53-57. The remaining data requests were addressed in the Applicant's 20-day initial response to these data requests docketed on November 19, 2012. The Quail Brush Generation Project is a 100 megawatt natural gas fired electric generation peaking facility to be located in the City of San Diego, California.

If you have any questions regarding this submittal, please contact Rick Neff at (704) 525-3800 or me at (415) 393-2572.

Sincerely yours,



Ella Foley Gannon

cc: Lori Ziebart, Cogentrix
 John Collins, Cogentrix
 Rick Neff, Cogentrix
 Proof of Service List

- Beijing
- Boston
- Frankfurt
- Hartford
- Hong Kong
- London
- Los Angeles
- New York
- Orange County
- San Francisco**
- Santa Monica
- Silicon Valley
- Tokyo
- Washington

Bingham McCutchen LLP
 Three Embarcadero Center
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 94111-4067

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 bingham.com



BEFORE THE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT
COMMISSION OF THE STATE OF CALIFORNIA
1516 NINTH STREET, SACRAMENTO, CA 95814
1-800-822-6228 – WWW.ENERGY.CA.GOV

**APPLICATION FOR CERTIFICATION FOR THE
QUAIL BRUSH GENERATION PROJECT**

DOCKET NO. 11-AFC-03
PROOF OF SERVICE
(Revised 11/19/2012)

APPLICANT

Cogentrix Energy, LLC
C. Richard "Rick" Neff, Vice President
Environmental, Health & Safety
9405 Arrowpoint Boulevard
Charlotte, NC 28273
rickneff@kogentrix.com

Cogentrix Energy, LLC
John Collins, VP Development
Lori Ziebart, Project Manager
Quail Brush Generation Project
9405 Arrowpoint Blvd.
Charlotte, NC 28273
johncollins@kogentrix.com
loriziebart@kogentrix.com

APPLICANT'S CONSULTANTS

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VP Solar Energy Development
17885 Von Karmen Avenue, Ste. 500
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Tetra Tech EC, Inc.
Sarah McCall
Sr. Environmental Planner
143 Union Boulevard, Suite 1010
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COUNSEL FOR APPLICANT

Bingham McCutchen LLP
Ella Foley Gannon
Camarin Madigan
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ella.gannon@bingham.com
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INTERVENORS

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lzpup@yahoo.com

Phillip M. Connor
Sunset Greens Home Owners
Association
8752 Wahl Street
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connorphil48@yahoo.com

Mr. Rob Simpson, CEO
Helping Hand Tools
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San Diego, CA 92101
rob@redwoodrob.com

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716 Castro Street
Solana Beach, CA 92075
bob.wright@mac.com

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Jeffrey A. Chine
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Preserve Wild Santee
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Center for Biological Diversity
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aprabhala@biologicaldiversity.org

INTERESTED AGENCIES

California ISO
e-recipient@caiso.com

City of Santee
Department of Development Services
Melanie Kush
Director of Planning
10601 Magnolia Avenue, Bldg. 4
Santee, CA 92071
mkush@ci.santee.ca.us

*indicates change

INTERESTED AGENCIES (cont.)

Morris E. Dye
Development Services Dept.
City of San Diego
1222 First Avenue, MS 501
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mdye@sandiego.gov

Mindy Fogg
Land Use Environmental Planner
Advance Planning
County of San Diego
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mindy.fogg@sdcountry.ca.gov

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DECISIONMAKERS

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Patrick Saxton
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patrick.saxton@energy.ca.gov

ENERGY COMMISSION STAFF

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Project Manager
eric.solorio@energy.ca.gov

Stephen Adams
Staff Counsel
stephen.adams@energy.ca.gov

ENERGY COMMISSION –
PUBLIC ADVISER

Jennifer Jennings
Public Adviser's Office
publicadviser@energy.ca.gov

DECLARATION OF SERVICE

I, Margaret Pavao, declare that on November 29, 2012, I served and filed copies of the attached **Response to Intervenor Sunset Greens Homeowners Association's Data Requests 53-57**, dated November 29, 2012. This document is accompanied by the most recent Proof of Service list, located on the web page for this project at: <http://www.energy.ca.gov/sitingcases/quailbrush/index.html>.

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

(Check all that Apply)

For service to all other parties:

- Served electronically to all e-mail addresses on the Proof of Service list;
- Served by delivering on this date, either personally, or for mailing with the U.S. Postal Service with first-class postage thereon fully prepaid, to the name and address of the person served, for mailing that same day in the ordinary course of business; that the envelope was sealed and placed for collection and mailing on that date to those addresses marked *"hard copy required" or where no e-mail address is provided.

AND

For filing with the Docket Unit at the Energy Commission:

- by sending an electronic copy to the e-mail address below (preferred method); OR
- by depositing an original and 12 paper copies in the mail with the U.S. Postal Service with first class postage thereon fully prepaid, as follows:

CALIFORNIA ENERGY COMMISSION – DOCKET UNIT
Attn: Docket No. 11-AFC-03
1516 Ninth Street, MS-4
Sacramento, CA 95814-5512
docket@energy.ca.gov

OR, if filing a Petition for Reconsideration of Decision or Order pursuant to Title 20, § 1720:

- Served by delivering on this date one electronic copy by e-mail, and an original paper copy to the Chief Counsel at the following address, either personally, or for mailing with the U.S. Postal Service with first class postage thereon fully prepaid:

California Energy Commission
Michael J. Levy, Chief Counsel
1516 Ninth Street MS-14
Sacramento, CA 95814
michael.levy@energy.ca.gov

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, that I am employed in the county where this mailing occurred, and that I am over the age of 18 years and not a party to the proceeding.



Margaret Pavao



Quail Brush Genco, LLC

A Project Company of Cogentrix Energy, LLC

9405 Arrowpoint Boulevard
Charlotte, North Carolina 28273-8110
(704) 525-3800
(704) 525-9934 – Fax

November 29, 2012

Siting Committee
Raoul Renaud, Hearing Officer
Eric Solorio, Project Manager
California Energy Commission
1516 Ninth Street, MS-15
Sacramento, CA 95814

**Re: Quail Brush Generation Project (11-AFC-03),
Response to Intervenor Sunset Greens Homeowners Association's Data
Requests 53-57**

Dear Members of the Siting Committee and Mr. Solorio:

In response to Sunset Greens Homeowners Association's (Intervenor) Data Requests, 53 through 57, Quail Brush Generation Project (Quail Brush) provided an initial response to Requests 55 and 57 on November 19, 2012. Quail Brush provides responses to Requests 53, 54, and 56 below.

53. Data Request: Please provide any and all reports, studies, and/or other documents reasonably available to Quail Brush Genco, LLC which are related to the environmental impacts due to fire on or around the project site. Please provide any and all reports, studies, and or other documents related to both the proposed and adopted mitigation measures to address such impacts.

Response:

The Applicant does not possess any reports, studies, and/or other documents which are related to the environmental impacts of fire on or around the Project site. The Applicant proposes no environmental mitigation for property affected by fires starting off the Project site. In regard to the potential for a fire to originate from the Quail Brush facility, the facility will be constructed with the fire protection, worker safety, and hazardous materials handling best management practices, procedures and emergency action plans as described in Sections 4.9 and 4.10 of the Application for Certification (AFC) docketed on August 25,

2011 and subsequent Supplements in conjunction with the San Diego Fire-Rescue Department (SDFD). As stated by the SDFD Fire Marshal and the Commission staff, electrical generating facilities have an excellent history of not being a fire hazard. Please refer to the Webex recording of the October 19 workshop, posted to the docket on October 24, 2012. The facility will operate under a comprehensive fire protection plan which will be approved by the SDFD Fire Marshal. In case of a wildfire, the facility will protect human health, the electrical grid and the environment under the procedures described in the Draft Wildfire Response Emergency Action Plan docketed on July 9, 2012.

54. Data Request: Please provide any and all reports, studies, and/or other documents reasonably available to Quail Brush Genco, LLC, which address any potential for mutual aid provided between the city of San Diego's Fire Department and the city of Santee's Fire Department.

Response:

The City of Santee has indicated they will no longer abide by the Automatic Aid Agreement with the City of San Diego for any development in the East Elliot area as of July 1, 2005. Attachment A includes the "Notice of Termination of Automatic Aid Agreement" dated November 10, 2004, and "Month to Month Term of Automatic Aid Agreement" dated June 21, 2005 from the City of Santee to the City of San Diego.

56. Data Request: Please provide any and all reports, studies, and/or other documents reasonably available to Quail Brush Genco, LLC, which address emergency response times to the project site.

Response:

Emergency response times for the San Diego Fire-Rescue Department were communicated in a letter from the San Diego Office of the Fire Chief to the Commission docketed on June 4, 2012. The response times listed from Santee have been determined to be non-applicable due to Santee's termination of the Automatic Aid Agreement (refer to the response to data request 54 above).

I certify under penalty of perjury that the foregoing is true, correct, and complete to the best of my knowledge.

Regards,



C. Richard Neff
Vice President

cc: Docket (11-AFC-3)

ATTACHMENT A

*Cl Jarman
Joudall*

CITY OF SANTEE



MAYOR
Randy Voepel

CITY COUNCIL
Jack E. Dale
Brian W. Jones
John W. Minto
Hal Ryan

CITY MANAGER
Keith Till

June 21, 2005

RECEIVED

JUN 24 2005

FIRE & LIFE SAFETY SERVICES
OFFICE OF THE FIRE CHIEF

Jeff Bowman
Fire Chief
City of San Diego
202 "C" Street
San Diego, CA 92101-4806

Re: Month to Month Term of Automatic Aid Agreement

Dear Chief Bowman:

This letter will confirm that the Automatic Aid Agreement between the City of Santee and the City of San Diego will continue on a month to month basis starting July 1, 2005. As you know, the City of Santee provided the City of San Diego with written notice of termination pursuant to paragraph 14 of the Automatic Aid Agreement on November 10, 2004. However, the parties have agreed to continue the Agreement on a month to month basis starting July 1, 2005.

Please contact me immediately if this letter does not accurately reflect our agreement regarding the Automatic Aid Agreement.

Very truly yours,

Keith Till
City Manager
City of Santee

cc: City Council
City Attorney
Bob Pfohl, Fire Chief
Lamont Ewell, City Manager



CITY OF SANTEE

MAYOR
Randy Voepel

CITY COUNCIL
Jack E. Dale
Brian W. Jones
John W. Minto
Hal Ryan

CITY MANAGER
Keith Till

RECEIVED

NOV 15 2004

FIRE & LIFE SAFETY SERVICES
OFFICE OF THE FIRE CHIEF

November 10, 2004

Jeff Bowman, Fire Chief
City of San Diego
202 "C" Street
San Diego, CA 92101-4806

RE: NOTICE OF TERMINATION OF AUTOMATIC AID AGREEMENT

Dear Mr. Bowman:

Pursuant to paragraph 14 of the enclosed Automatic Aid Agreement, this letter shall serve as the City of Santee's written notice of termination of the enclosed Agreement with the City of San Diego. As provided in paragraph 14 of the Agreement, this termination shall become effective July 1, 2005.

While this letter expresses the City of Santee's intent to terminate the Automatic Aid Agreement, it will also serve as the City's offer to continue the Agreement, in exactly the terms as contained in the enclosure, but on a month to month basis starting July 1, 2005, as long as no construction in the East Elliot area adjacent to the City of Santee has commenced. The City requests a response from the City of San Diego regarding this offer to continue the Agreement on a month to month basis.

Very truly yours,

KEITH TILL
City Manager

Enclosures

c: City Council
City Attorney
Fire Chief

MEETING DATE October 13, 2004

AGENDA ITEM NO. 6D

ITEM TITLE AUTHORIZATION FOR CITY MANAGER TO TERMINATE 1984
AUTOMATIC AID AGREEMENT BETWEEN THE CITY OF SANTEE AND THE CITY OF
SAN DIEGO

DIRECTOR/DEPARTMENT City Manager; City Attorney

SUMMARY

In 1984, the City of Santee entered into an Automatic Aid Agreement with the City of San Diego related to fire and life safety services. The 1984 Agreement requires Santee to respond to calls for service within the City of San Diego based upon a "closest responder concept." In practice, this requirement has meant that Santee responds to a significant number of calls for service in the portion of the City of San Diego located on Santee's western border, commonly known as East Elliot.

The City of San Diego is currently considering a proposed 500 unit residential development in the East Elliot area. Under the 1984 Agreement, Santee would likely be required to provide first responder services to this new development. Providing these first responder services would have a significant detrimental affect on the City's ability to provide fire and life safety services to its existing residents, particularly within the western half of the City. A call for service to East Elliot would reduce service to the western half of Santee by 50% because it would divert one of the City's two engine companies out of Station 5 from service to the City.

Pursuant to paragraph 14 of the 1984 Agreement, the Agreement may be terminated by either party upon giving the other jurisdiction's Fire Chief and City Clerk written notice of intent to terminate by January 1. If notice is timely provided, the Agreement will terminate on the following July 1.

FINANCIAL STATEMENT N/A

RECOMMENDATION

Instruct the City Manager to send written notice of the City's intent to terminate the 1984 Agreement to the Fire Chief and City Clerk of the City of San Diego.

ATTACHMENTS (Listed Below)

1984 Agreement

COPY

AGREEMENT

RESO 124-92

THIS AGREEMENT is made by the CITY OF SAN DIEGO, a municipal corporation, herein called San Diego; and CITY OF SANTEE, herein called Santee :

DOCUMENT NO. RR-280333

RECITALS

FILED OCT 26 1992
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

- A. San Diego and Santee maintain as part of their municipal services, organized and equipped Fire Departments charged with the duty of fire related emergency responses. In addition, San Diego's Fire Department provides first responder Emergency Medical Technician and Paramedic services within its jurisdictional limits and Santee's Fire Department provides Paramedic emergency services within its jurisdictional limits.
- B. Investigation has disclosed that it would be mutually beneficial to allow San Diego Firefighter/Paramedics to exchange positions with Santee Firefighter and/or Firefighter/Paramedics, rate for rate, for a period of time per month agreed to by the designated Chief Officers of the two Departments.
- C. San Diego and Santee agree that this Agreement is mutually beneficial by allowing San Diego Firefighter/Paramedics the opportunity to maintain their paramedic scope of practice by responding to medical emergencies and transporting ill and injured victims and allowing Santee Firefighters and/or

Firefighter/Paramedics additional exposure to/and training operations by being assigned to San Diego Fire Stations.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the Parties as herein expressed, San Diego and Santee agree as follows:

1. To schedule an exchange of work-shifts crossing over from Department to Department, Rate for Rate, Firefighter and/or Firefighter/Paramedic, for a period of time to be agreed to by each party's designated Fire Department Chief Officer.

2. The respective exchange personnel will be subordinate to and answerable to the Fire Chief or Fire Chief's designee of the Department to which they are assigned and the exchanged personnel will adhere to and abide by Department rules, regulations, and working conditions as stipulated in the operational regulations of the Department to which they are assigned.

3. Each party to this Agreement shall cover its employee Workers' Compensation liability without cost to the other party for those employees assigned to the other party's department, and each party shall pay the salary and the fringe benefits to its own personnel assigned to the other party's department without cost to the other party.

4. Santee agrees to indemnify and hold harmless San Diego, its officers, agents and employees from and against any and all claims, cost, suits and damages, including attorneys fees, arising from the negligent acts, errors, or

omissions of Firefighters/Paramedics associated with this project. San Diego agrees to indemnify and hold harmless Santee, its officers, agents and employees from and against any and all claims, cost, suits and damages, including attorneys fees, arising from the negligent acts, errors, or omissions of San Diego associated with this project.

5. It is understood and agreed that each party to this agreement shall act as an insurer for its employee while performing services, including coverage of malpractice claims made against those employees arising out of the performance of their duties.

6. The Chiefs of the Party's Fire Departments are authorized to execute supplementary agreements regarding operational procedures necessary to implement this Agreement.

This Agreement may be terminated by either of the Parties upon giving the other jurisdiction's Fire Chief and City Manager written notice of intent to terminate, with such termination to become effective thirty (30) days after notice.

IN WITNESS WHEREOF, the Agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-280939 authorizing such execution, and by City Manager, acting by and through Resolution 124-92 City Council, City of Santee.

Dated 26th day of August, 1992.

CITY OF SAN DIEGO

By [Signature]
for Jack McGrory
City Manager, City of San Diego

CITY OF SANTEE

By [Signature]
City Manager, Ronald L. Ballard

I HEREBY APPROVE the form and legality of the foregoing Agreement this 27th day of November, 1991.

JOHN W. WITT, City Attorney

By [Signature]
Elmer L. Heap, Jr.
Deputy City Attorney

(R-93-628)

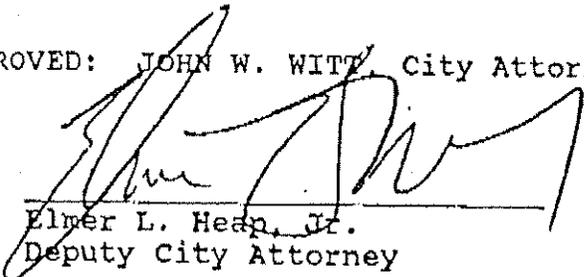
RESOLUTION NUMBER R- 280839

ADOPTED ON OCT 26 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with the City of Santee, for an exchange of firefighter/paramedic personnel, under the terms and conditions set forth in the agreement on file in the office of the City Clerk as Document No. RR- 280839.

APPROVED: JOHN W. WITZ, City Attorney

By


Elmer L. Heap, Jr.
Deputy City Attorney

ELH:smm
10/12/92
Or.Dept:Fire
R-93-628
Form=r.auagr

Passed and adopted by the Council of The City of San Diego on OCT 26 1992 by the following vote:

YEAS: Wolfsheiner, Roberts, Hartley, Stevens, Behr, Stallings, McCarty, Filner.

NAYS: None.

NOT PRESENT: Mayor O'Connor.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

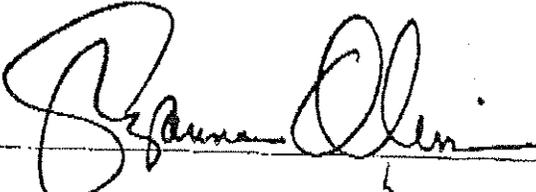
(SEAL)

By: Suzanne Oliva, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 200535, passed and adopted by the Council of The City of San Diego, California on OCT 26 1992.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By:  Deputy

COPY

A G R E E M E N T

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, and THE SANTEE FIRE PROTECTION DISTRICT, herein called "Parties."

R E C I T A L S

A. The City of San Diego and the Santee Fire Protection District maintain as part of their municipal services, organized and equipped Fire Departments with the duty of emergency responses within their respective jurisdictional limits.

B. Investigation has disclosed that, under some circumstances, each party would benefit from having the services of their Fire Departments extended outside their respective jurisdictional limits of and into the jurisdictional limits of the other party.

C. The parties desire that in some circumstances the Fire Department of the other party will respond to emergencies within its jurisdictional limits.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, the City of San Diego and the Santee Fire Protection District agree as follows:

1. The parties of this agreement agree to respond to emergencies outside of their respective jurisdictional limits and into the jurisdictional limits of the other party in accordance with the following terms and conditions.

DOCUMENT NO. RR 262067

FILED DEC 3 1984

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

2. Political boundaries between the co-signers of this agreement shall be dropped. All plans which deal with emergencies shall adhere as closely as possible to the nearest unit concept, without regard to political jurisdiction. The signing of this agreement represents each party's request of the other party for assistance in responding to emergencies which occur geographically closer to the other party's emergency units.

3. The Chiefs of the parties' Fire Departments are authorized to execute supplementary agreements regarding operational procedures and planning as are necessary to implement this agreement. An operational committee consisting of the Chiefs or their designate(s) of the Fire Departments of the parties shall implement this agreement. Each party shall furnish the other in writing the name and rank of all participating officers.

4. The duties of Incident Commander shall be assumed by the senior ranking fire official from a participating agency who is present at the scene of the incident, without regard to the jurisdiction in which the incident occurs. There shall be an orderly transfer of command when an officer of equal or higher rank from the jurisdiction in which the incident occurs arrives at the scene, if that officer seeks to assume Incident Command.

5. San Diego agrees to indemnify and save the Santee Fire Protection District and its agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to San Diego's employees and all claims which arise from or are connected with San Diego's performance or failure to perform the obligations of this agreement, or are caused or claimed to be caused by the acts of San Diego, San Diego's agents or employees; and all expenses of investigating and defending against same.

The Santee Fire Protection District agrees to indemnify and save San Diego and its agents and employees harmless from any and all liability, claims, damages, or injuries to any person, including injury to Santee employees and all claims which arise from or are connected with Santee's performance or failure to perform the obligations of this agreement, or are caused or claimed to be caused by the acts of Santee, Santee's agents or employees; and all expenses of investigating and defending against same.

6. Nothing in this agreement is intended by the parties to diminish, waive, or otherwise affect the privileges and immunities conferred upon the parties by operation of law.

7. Each party to this agreement shall cover its employees' Workers' Compensation liability without cost to the other party, and each party shall pay salaries and fringe benefits for its own personnel without cost to the other party.

8. Each party shall be fully responsible for all repairs, maintenance and upkeep, including gas, oil, lubrication, parts replacement, and repair of casualty damage, of its own equipment used pursuant to this agreement while its equipment is used outside of its political boundaries. However, during prolonged suppression activities, the requesting agency shall replenish fuel as needed and provide minor maintenance of responding equipment.

9. The requesting party shall provide the responding party's personnel with necessary food and refreshments. Any chemical agents or expendable

supplies used by the responding party shall be replenished by the requesting party.

10. The parties to this agreement shall provide each responding fire apparatus with a crew of a minimum of three trained firefighters including a full-time paid commanding officer, and a full complement of equipment according to the National Fire Protection Association standards as stated in Pamphlet 1901.

11. The assurance of automatic aid to the parties shall constitute the sole consideration for the performance of this agreement. It is understood and agreed that no money payments shall be made between the departments, that no charges shall be assessed by any party against any other party except as expressly provided in this agreement.

12. Nothing in this agreement shall limit either party from participating in separate agreements with other fire jurisdictions and shall have no effect upon the existing San Diego County Mutual Aid Agreement. Should any party withdraw for any reason from the existing County Mutual Aid Agreement, this agreement is automatically terminated upon the effective date of such withdrawal from mutual aid.

13. In order to standardize firefighting procedures among the signatories of this agreement and to ensure efficient emergency operations at any incident where automatic aid is being rendered, the parties to this agreement agree to establish a system of cross-training for their firefighting personnel.

14. This agreement may be terminated by either party upon giving the other jurisdiction's Fire Chief and City Clerk or their equivalency written

notice of intent to terminate January 1, with such termination to become effective the following July 1.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R 262067, authorizing such execution, and by the Santee Fire Protection District by and through its Board Chairperson pursuant to authorization of the Santee Fire Protection District.

DATED this _____ day of October, 1984. **DEC 3 1984**

SANTEE FIRE PROTECTION DISTRICT

By Jean Claussen
Chairperson

CITY OF SAN DIEGO

Alan List
ASSISTANT TO THE City Manager

By _____

ATTEST:

Pat Hallard
Secretary

I HEREBY APPROVE the form and legality of the foregoing agreement this 6 day of Nov, 1984.

JOHN W. WITT, City Attorney

By Cristie C. McGuire
Deputy City Attorney

By _____

R- 262067