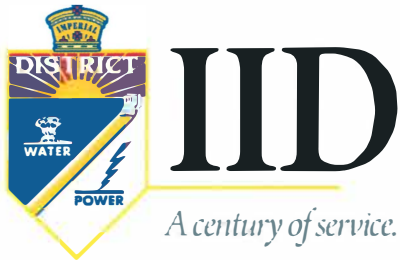


**DOCKETED**

<b>Docket Number:</b>	20-EPS-01
<b>Project Title:</b>	Emission Performance Standard
<b>TN #:</b>	233189
<b>Document Title:</b>	CEC SB 1368 Compliance Filing GeoGenco Project 501, LLC
<b>Description:</b>	N/A
<b>Filer:</b>	Lauren Silva
<b>Organization:</b>	Imperial Irrigation District
<b>Submitter Role:</b>	Public Agency
<b>Submission Date:</b>	5/28/2020 9:17:01 AM
<b>Docketed Date:</b>	5/28/2020



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*Via Overnight Mail and Electronic Mail*

May 19, 2020

California Energy Commission  
EPS Compliance  
1516 Ninth Street  
Sacramento, CA 95814-5512  
Attention: Compliance Filing  
[EPS@energy.ca.us](mailto:EPS@energy.ca.us)

**Re: SB 1368 Emission Performance Standards Compliance Filing for the Amended and Restated Power Purchase Agreement with GeoGenCo Project #501, LLC**

Pursuant to California Code of Regulations (CCR) 20 CCR § 2909, please be advised that the Imperial Irrigation District (IID), at a publicly noticed meeting, approved and authorized execution and delivery of the Amended and Restated Power Purchase Agreement with GeoGenCo Project #501, LLC (Agreement) for geothermal renewable energy, capacity, resource adequacy benefits, and all associated environmental attributes on May 19, 2020.

The Agreement information is as follows:

Name of Counterparty: GeoGenCo Project #501, LLC

Facility Name: GeoGenCo Project #501

Facility Location: Imperial County, California

Technology/Fuel: Geothermal Energy

Nameplate Capacity of Facility: A design capacity of at least 15 MW in capacity (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery), all of which will be made available for sale to IID.

Product Description: As-available energy up to Maximum Generation level, an annual energy limit defined in the Agreement – renewable energy.

Substitute energy allowed: No substitute energy is allowed under this agreement.

Delivery Start Date: The intended, earliest Commercial Operation Date for the plant is June 15, 2021.

Delivery End Date: Thirty (30) years beginning on the Commercial Operation Date, expiring at the end of the last Contract Year, unless earlier terminated. There is no provision for extension of the Agreement.

Consistent with the IID Board's approval at its public meeting on May 19, 2020, IID is making this compliance filing requesting the California Energy Commission (Commission) find that this geothermal energy contract is compliant with the Greenhouse Gases Emission Performance Standards (EPS) set forth in 20 California Code of Regulations (CCR) § 2900, *et seq.* and, more specifically, 20 CCR § 2903(b)(1). 20 CCR § 2906 is not applicable since no substitute energy is allowed under this Agreement. As required by 20 CCR § 2909, information required under 20 CCR § 2908(b)(3) is attached to this compliance filing.

IID notes that the original Power Purchase Agreement was entered into June 17, 2015, where the power plant was intended to be designed to produce 5 MW in capacity. This Power Purchase Agreement was amended on December 18, 2017, at which time the terms were revised to reflect an intent that the power plant produce 15 MW in capacity (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery). At that time, the original counterparty to the Power Purchase Agreement, GeoGenCo, LLC assigned the agreement to the present Seller, GeoGenCo Project #501, LLC. The instant amendment approved by the IID Board updates the terms and schedule for construction of the power plant, which has not yet begun. IID acknowledges that the Emission Performance Standards (EPS) filing requirement was triggered when the Power Purchase Agreement was amended in December of 2017 to increase the power plant capacity from 5 MW to 15 MW. IID apologizes that it did not submit a Compliance Filing after IID Board approval of the capacity increase in December 18, 2017, and respectfully asks that the Commission approve the instant Compliance Filing, taking into account that construction of the project has not begun.

Sincerely,

  
Enrique B. Martinez  
General Manager

**California Energy Commission  
Emission Performance Standards Compliance Filing**

The Imperial Irrigation District (IID) is asking that the California Energy Commission (Commission) find that this Power Purchase Agreement (Agreement) is compliant with the greenhouse gases emissions performance standard set forth in Chapter II of Title 20 of the California Code of Regulations. Specifically, IID asserts herein that the facility under contract is compliant pursuant to Section §2903(b) of the regulations. 20 CCR Section §2906 is not applicable since no substitute energy is allowed under this Contract.

I, the official named below, certify under penalty of perjury, the following:

1. The IID Board of Directors has reviewed and approved in a noticed public meeting both the covered procurement and the compliance filing;
2. Based on IID's knowledge, information or belief, the compliance filing does not contain a material misstatement or omission of fact;
3. Based on IID's knowledge, information or belief, the covered procurement complies with this Article; and
4. The covered procurement described above contains contractual terms or conditions specifying that the contract or commitment is void and all energy deliveries shall be terminated no later than the effective date of any Commission decision pursuant to Section 2910 that the covered procurement fails to comply with this Article.



Enrique B. Martinez  
General Manager  
Imperial Irrigation District

Date: 5/19/2020

## Attachment

### Documentation for the Covered Procurement under CCR § 2908(b)(3)

The Imperial Irrigation District (IID or Buyer) has authorized execution of an Amended and Restated Power Purchase Agreement (Agreement) with GeoGenCo Project #501, LLC (GeoGenCo or Seller). The Agreement provides for the purchase of power from GeoGenCo produced by a geothermal electric generating plant to be developed and located in Imperial County, California. The original Power Purchase Agreement was entered into June 17, 2015, where the power plant was intended to be designed to produce 5 MW in capacity. This Power Purchase Agreement was amended on December 18, 2017, at which time the terms were revised to reflect an intent that the power plant produce 15 MW in capacity (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery). At that time, the original counterparty to the Power Purchase Agreement, GeoGenCo, LLC assigned the agreement to the present Seller, GeoGenCo Project #501, LLC. The instant amendment approved by the IID Board updates the terms and schedule for construction of the power plant, which has not yet begun.

Pursuant to the California Code of Regulations (CCR) Title 20, § 2908(b)(3), the Agreement provides for the procurement of electricity from a baseload generating plant with a term of five years or greater, and the information associated with the Agreement identified in subsections (A) through (E), is provided below:

**(A) A Description of the Terms of the Contract and Option(s) to Extend the Contract:**

The Agreement approved by the IID Board of Directors is available through a URL link to the agenda of the IID May 19, 2020 Board of Directors meeting, available at:

<https://www.iid.com/Home/Components/Calendar/Event/2627/44>

The Agreement provides for the purchase of power by IID from a geothermal generating plant to be developed and located in Imperial County. The intended, earliest Commercial Operation Date for the plant is June 15, 2021. The Agreement provides for the purchase of power from a geothermal generating facility for thirty (30) years beginning on the Commercial Operation Date, expiring at the end of the last Contract Year, unless earlier terminated. There is no provision for extension of the Contract.

**(B) A Description and Identification of the Powerplant(s) Providing Energy Under the Contract, Including, but not Limited to, Power Generation Equipment and Fuel Type:**

The geothermal facility will include construction and installation of a geothermal electric generating powerplant with a design capacity of at least 15 MW (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery), all of which will be made available for sale to IID. IID has the right of first offer to purchase Excess Energy, *i.e.*, energy produced from the facility above the annual Maximum Generation quantity.

**(C) A Description of the Design or Operation of the Powerplant(s) so as to Indicate Whether or not the Powerplant(s) Operates to Supply Baseload Generation:**

It is intended that the powerplant will operate as baseload load at an annualized plant capacity factor of greater than 60 percent, as defined under 20 CCR § 2901(b).

**(D) An Explanation as to how the Contract is Compliant with the Emission Performance Standards (EPS):**

The plant will generate geothermal power, which, according to 20 CCR § 2903(b)(1) “meets the criteria of a renewable electricity generation facility as defined in Chapter 8.6 of Division 15 of the Public Resources Code and as specified by guidelines adopted thereunder”. See *also* Cal. PRC § 25741. The Agreement requires the seller to ensure that the generating facility remain EPS Compliant through the term of the Agreement.

**(E) Supporting Documents or Information that Allow for Assessment of Compliance with the Standard, Including, but not Limited to, Staff Assessments and Reports to the Local Publicly Owned Electric Utility's Governing Body, Planned or Historical Production and Fuel Use Data, and Applicable Historical Continuous Emissions Monitoring Data:** Because the generating plant has yet to be constructed, there is no historical production and fuel use data, or continuous emissions monitoring data for the plant. However, for purposes of planned production, IID intends that the facility will be operated to provide renewable, geothermal power, in full compliance with the EPS and other applicable regulations. Any other staff assessments or reports made available to IID’s Board of Directors are available through the URL link(s) provided in the May 19, 2020 Board agenda.

Although IID does not consider the Agreement to constitute a “new ownership investment,” as defined under 20 CCR § 2901(j), as IID will not own, or have an option under the Agreement to purchase, the generating facility, IID provides the following information requested under § 2908(b)(4):

**(A) For New Construction or Purchase of an Existing Generating Unit or Powerplant, a Description and Identification of the Planned Powerplant or the Purchased Asset Specifying the Power Generating Equipment, Power Source, Such as Fuel Type, Wind, or Biomass, all Supplemental Fuel Sources, and all Available Historical Production and Fuel Use Data:** The geothermal facility will include construction and installation of a geothermal electric generating powerplant with a design capacity of at least 15 MW (net of providing the full requirements for Parasitic Load and other electrical losses occurring prior to the Point of Delivery), all of which will be made available for sale to IID. IID has the right of first offer to purchase Excess Energy *i.e.*, energy produced from the facility above the annual Maximum Generation quantity. The generating plant will be developed and located in Imperial County. No supplemental fuel sources are contemplated. As the plant has yet to be developed, no historical production or fuel use data is available.