

Energy - Docket Optical System

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Sent: Wednesday, January 21, 2015 1:19 PM
To: Energy - Docket Optical System
Subject: 09RENEWEO-1

California Energy Commission

DOCKETED

09-RENEW EO-1

TN # 74346

JAN 21 2015

The Draft Desert Renewable Energy Conservation Plan (DRECP) represents a takings of 22,500,000 acres, nearly 1/4, of California's 101,000,000 total acreage(!)

However, none of these lands need be taken, nor should they be disturbed for the purpose of constructing & operating massive solar farms. Distributed generation, not massive, solar farms offer the preferred, more efficient, solution for all citizens. It is also unclear how the Counties of California would be compensated for related property tax losses should the Federal Government's Payments In Lieu of (Property) Taxes (PILT) program lose all, or some, of its funding. And, as Kern County, CA's Staff noted: "Any limited acquisition of private land for corridors or special plants has to provide a monetary enhancement to the county or city where the private land is located to offset the loss of property taxes. PILT (Payment in Lieu payments from the Congress) are already capped for the counties with larger public land acreage, and therefore PILT will not offset the revenue loss."

Involuntarily sharing in these takings would include the loss of any potential commercial access to a 640 acre parcel of land my company, Green Materials International, is leasing from the State of California in the form of a Minerals Prospecting Permit. Please see link [here](#).

If commercial access to this parcel is taken, any commercial value is taken with it. Yet, one wonders if the Draft DRECP is implemented would it fully compensate my firm, the state, or the nation as a whole for the loss of a vitally important and rare earth resource?

Please note that this land contains heavy rare earth elements vital to U.S. Defense and our nation's Economy. China still controls almost all rare earth production forcing many large, U.S. Based firms to move their factories to China taking our jobs and intellectual property with them. Third-party analyses confirms that this is a strategically important and economically valuable deposit that may be worth as much as \$40 Billion USD to the State of California. International interest has been expressed regarding this same property.

Please note as well that:

The *Takings Clause* from the 5th Amendment of the U.S. Constitution requires that "just compensation" be paid if private property is taken for public use. The just compensation provision of the Fifth Amendment did not originally apply directly to the states, but since [Chicago, B. & Q. Railroad Co. v. Chicago \(1897\)](#), federal courts have held that the [Fourteenth Amendment](#) extended the effects of that provision to the states.

It is important for all members of the California Assembly and Senate to know that:

a: The Music Valley rare earth deposit could bring jobs and a very significant amount of money into the state's coffers as well as money to CalSTRS, to help support our state's hard working educators

b: The DRECP will make such progress nearly impossible, please see below.

Thank you, Gary Goodson

In an apparent effort to minimize negative reactions the "Draft DRECP Implementing Agreement" was released on Christmas Eve. If there were ever any real doubt as to what the Draft DRECP would mean to mining the SLC's lands such doubts were put to rest on Wednesday, Dec. 24th.

Some Impacts if the SLC were to sign the

Draft DRECP Implementing Agreement

The sole, overarching DRECP land use plan is the Natural Community Conservation Plan (NCCP). The NCCP is managed by the California Department of Fish & Wildlife. Therefore the NCCP plan covers all of the CSLC lands within the 22,500,000 acres of the DRECP territory which will effectively close access to the majority of CSLC mining properties. This will have the effect of decreasing funds available for California's General Fund and also for CalSTRS. Therefore, the DRECP would decrease the value of SLC's lands for at least 25 years, as well as limit the ability of local governments to gain from the jobs and spending that are derived from much of the mining in Southern California. The projected offsetting income from solar lands is not dependable as the costs of mitigation are so high, and the apparent requirement to mitigate for "intermittent stream" flow lands will dramatically increase the amount of land required for such mitigation. All having the effect of raising project costs beyond what the market can bear.

If signed, the SLC will be bound to this agreement for 25 years (section 1.7).

If signed, the SLC may not removed itself from its permittee responsibilities without the consent of all of the other signatories - and not without losing its allocated takings (section 3.5) (very unlikely to gain full agreement for a full release from such an agreement - at least not without major concessions to the other signatories by the SLC).

If signed, the SLC is specifically approving all four parts of the DRECP in its capacity as a permittee (section 1.3.5)

If signed, the SLC could easily lose its independence to "approve" projects (section 1.3.6)

If signed, the SLC will be committing all Permittees to higher costs which will dampen, if not eliminate, mineral prospecting on the impacted SLC lands as noted above (section 1.5.8)

If signed, the SLC will have committed itself to stop all permitted work should there be an "unforeseen circumstances" affecting "one or more species, habitats, natural communities, or the geographic area covered by a conservation plan that could not reasonably have been anticipated at the time of Plan development and that result in a substantial adverse change in the status of one or more Covered Species" which would make any project even more unpredictable and expensive. (section 1.5.14).

If signed, the SLC will lose even more autonomy. The Commission will be overseen by the DRECP's Executive Policy Group comprised of the Office of the Governor and the U.S. Department of the Interior...also it would lose staff time to the related; DRECP Coordination Group (section 2.1.4.2.),

Adaptive Management Team. The Coordination Group will implement the Monitoring and Adaptive Management Plan (MAMP) (section 2.1.4.4), and Working Groups (section 2.1.4.5.).

If signed, the SLC could lose its authority to grant takings if it Fails to Stay Even or Maintain Rough Proportionality of lands under the NCCP etc. as determined by CDFW and USFWS (section 2.2.2.2)

If signed, the SLC would be committed to a joint (legal) defense agreement and cooperation in the preparation of an administrative record (section 4.18). **[Thus the CSLC would further commit itself to a joint legal defense for 25 years with no way to exit this agreement – without unanimous consent of its “partner” agencies which is exceedingly unlikely if the DRECP effort faces legal challenges- which are already being constructed by a number of organizations and legal firms].**

If the SLC signs this very one-sided draft agreement it stands to minimize its own role through lost revenues, control over the use of its staff and control of its operations to other state and federal agencies for at least 25 years.