



April 9, 2025

Grace Cato
Acting Executive Officer
California State Lands Commission
100 Howe Avenue
Suite 100-South
Sacramento, CA 95825
cslc.commissionmeetings@slc.ca.gov

Comment Letter – Amendment of SLC Lease No. 4196

Dear Ms. Cato:

GenOn Holdings, Inc. and Ormond Beach Power, LLC (collectively “GenOn”) submit these comments on the State Lands Commission’s (“SLC” or “the Commission”) consideration of our application to amend Lease No. 4196 (the “Lease”) in order to extend the lease term. This lease permits the Ormond Beach Generating System (“OBGS”) to operate two cooling water conduits located on the seafloor. This letter supplements our March 25, 2025, letter regarding the same application, and responds to the SLC’s motion at its April 2, 2025, meeting requesting additional information on the fiscal implications should the Commission reject the lease amendment.

Before addressing the question of financial impact, we would like to briefly reiterate some of our prior comments on the merits of our lease application. OBGS operates pursuant to a contract with the California Department of Water Resources (“DWR”) to participate in the Strategic Reliability Reserve (the “Strategic Reserve”) through December 31, 2026. OBGS provides emergency generation capacity to avoid blackouts. It operates only when requested by the California Independent System Operator (“CAISO”) during extreme events characterized by abnormally high energy demand. Extending the lease is necessary for OBGS to continue to participate in the Strategic Reserve and meet its obligations under its contract with DWR.

Addressing a concern raised by commenters at the April 2 meeting, the environmental impacts posed by OBGS’ participation in the Strategic Reserve are minimal due to the operating restrictions inherent in its role as an emergency plant. From January – September 2024, OBGS operated at less than 0.5% of its capacity,¹ and accordingly its NO_x and CO₂ emissions each have decreased by over 90% since 2020. The marine impacts from

¹ See <https://www.energy.ca.gov/data-reports/energy-almanac/california-electricity-data/quarterly-fuel-and-energy-report-qfer-0>

OBGS's operation of the conduits also are minimal: for the most recent period with data available, October 2022 – September 2023,² OBGS impinged just 1.321 pounds of fish in total.

At the April 2 SLC meeting, the Commission set this matter for further hearing to consider information about the fiscal impact on the State and the City of Oxnard (“the City”) should the Commission deny GenOn’s lease amendment application. In short, a denial of the application would result in loss of at least \$5 million in funding for the City to create a park for coastal access and \$13.4 million in financial assurance for conduit infrastructure removal.

GenOn has entered into two funding agreements with the City setting aside funds to ensure that the environmental impacts of OBGS are minimized after it ceases operations. The first agreement, executed in 2020, created a \$25 million fund to demolish and remediate the Ormond Beach site after the plant is retired (including decommissioning the cooling water intake and discharge conduits). The second, executed in 2022, provided for GenOn and the City to collaboratively plan and develop a coastal public access park in the area surrounding OBGS, with GenOn funding \$10 million toward this effort.³ The Public Access Park agreement provides for design of the park by experienced engineering and design firms, and grants the City considerable discretion in operational and design decisions, such as selecting the amenities most beneficial to the community. This agreement will enable the City to restore the site to its natural state and will expand parkland, open space, and coastal access for the local community.

The 2022 agreement contains an express provision whereby half the funding (\$5 million) is due to the City only if OBGS operates at least some portion of calendar year 2026.⁴ Therefore, if the Commission denies the application and refuses to extend the lease through 2026, the City would lose \$5 million in funding for the new park and coastal access.

In addition to the City of Oxnard agreement, Commission denial of the application would eliminate the \$13.4 million in additional financial assurance GenOn has agreed to provide to the SLC as a condition of the lease amendment. This financial assurance is earmarked for removal of the conduit infrastructure above the seafloor, including the risers. Under the current lease, OBGS is only required to provide a \$1 million bond (currently a cash deposit) for removal of the conduit infrastructure.

We respectfully reiterate our request that the Commission approve the lease extension to permit OBGS’s operation of the conduits – and thus participation in the Strategic Reserve -- through the end of 2026.

² California State Water Resources Control Board, Draft Determination to Approve Mitigation Measures For the Water Quality Control Policy on the Use of Coastal and Estuarine Waters for Power Plant Cooling: Ormond Beach Generating Station, October 1, 2022 through September 30, 2023, https://www.waterboards.ca.gov/water_issues/programs/ocean/cwa316/docs/2025/ormond.pdf.

³ See Appendix A, Agreement to Fund Development of Ormond Beach Public Access Park.

⁴ See Id. at §§ 1(b), 2(a).

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Watts". The signature is stylized with a large, bold "E" and a long, sweeping flourish extending to the right.

Eric Watts, CEO
GenOn Holdings, Inc.

Appendix

A. Agreement to Fund Development of Ormond Beach Public Access Park

Appendix A

Agreement to Fund Development of Ormond Beach Public Access Park

This Agreement to Fund the Development of Ormond Beach Public Access Park ("Agreement") is made and entered into as of Nov 1, 2022 by and between Ormond Beach Power, LLC ("GenOn"), a Delaware general partnership, and the City of Oxnard (the "City," and each of GenOn and the City individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, GenOn owns and operates the Ormond Beach Generating Station ("Ormond Beach"), a natural gas fired power plant that utilizes once-through cooling ("OTC") located within the City;

WHEREAS, the California State Water Resources Control Board ("Water Board") has adopted a policy referred to as the Once-Through Cooling Policy ("OTC Policy"), which implements the State of California's obligation to meet, in part, Section 316(b) of the federal Clean Water Act;

WHEREAS, on January 21, 2020, the City and GenOn entered into the Agreement for Demolition and Remediation of Ormond Beach ("2020 Agreement"), to establish a timetable and funding commitment for the orderly retirement of Ormond Beach Generating Station, remediation of the related property owned by GenOn (the "Ormond Beach Site") and a framework for cooperation and advocacy within existing and future regulatory proceedings to secure market based contracts and OTC extensions for Ormond Beach through December 31, 2023 and to fund the costs of site demolition and remediation as set forth therein;

WHEREAS, the date by which Ormond Beach is scheduled to cease operations pursuant to the OTC Policy compliance schedule is currently December 31, 2023;

WHEREAS, pursuant to the 2020 Agreement, the Parties are currently developing a plan for the ownership and use of the Ormond Beach Site after retirement and demolition of Ormond Beach, including potential use of a portion of the Ormond Beach Site for development of a battery storage facility ("Post-Demo Plan");

WHEREAS, on June 30, 2022, Assembly Bill 205 was approved by California Governor Gavin Newsom and took immediate effect, thereby authorizing the Department of Water Resources ("DWR") and California Energy Commission ("CEC") to take certain steps to extend the operating life of existing generating facilities planned for retirement, such as Ormond Beach, and creating one or more new state funds to provide funding for such extensions; and

WHEREAS, in exchange for the City's cooperation in securing the regulatory approvals needed to extend the operating life of Ormond Beach, as contemplated in Assembly Bill 205, the City and GenOn wish to provide additional funding to enhance the City's plans for public access to coastal resources near the Ormond Beach Site, as set forth in this Agreement, in the event that Ormond Beach continues to operate beyond December 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, GenOn and the City agree to the following terms and conditions.

Agreement to Fund Development of Ormond Beach Public Access Park

AGREEMENT

1. Ormond Beach Public Access Park.

a. Ormond Beach Public Access Park Planning. The City shall develop a plan for a coastal public access park near Ormond Beach ("Park") to facilitate access to coastal resources near the Ormond Beach Site ("Park Plan"). The Park Plan shall include a cost estimate, development timeline and proposed locations for the Park. The Park Plan shall be prepared by an engineering or other qualified firm with expertise in development of public parks or other public works projects and shall be completed and provided to GenOn no later than December 31, 2023. GenOn shall have a reasonable opportunity to provide comments on the Park Plan, and the City shall consider any such comments by GenOn in good faith.

b. Ormond Beach Public Access Park Funding. GenOn shall contribute funds for the development of the Park (the "Park Development Contribution") pursuant to the funding schedule in Section 2 below. The Park Development Contributions shall be maintained in a fund established pursuant to Section 1.c below. The Parties agree that the amount of GenOn's Park Development Contribution shall correspond to the period by which operation of Ormond Beach is extended beyond calendar year 2023, as set forth in Section 2 of this Agreement.

c. Ormond Beach Park Fund. The City shall establish a fund into which GenOn's Park Development Contributions shall be recorded (the "Park Fund"). The Park Fund shall be funded by GenOn pursuant to the funding schedule in Section 2 below and by any third parties from which funding is obtained pursuant to Section 1.d below. The funds in the Park Fund shall be used solely and exclusively to pay the costs of planning, land acquisition, and construction of the Park ("Park Development") in accordance with the Park Plan, or any amendment thereto, and any excess funds, once the Park Development work has been completed, shall be returned to GenOn and any third parties who contributed funds to the Park Fund in proportion to their respective contributions. All Park Development Contributions by GenOn shall be made in immediately available funds.

d. Third Party Commitments. GenOn and the City shall work together in good faith to obtain any available public or private funding or other third-party commitments to contribute to the Park Fund to support the Park Development.

2. Park Development Contribution Schedule.

a. If Ormond Beach is the subject of a resource adequacy contract ("RA Contract") or other market-based contract to operate after December 31, 2023, then GenOn shall make Park Development Contributions to the Park Fund as set forth in either, but not both, subsection (i) or subsection (ii):

i. If the RA Contract or other market-based contract permits or requires operations for all or any portion of calendar years 2024 and/or 2025, but not calendar year 2026, then GenOn shall make Park Development Contributions to the Park Fund totaling \$5,000,000 in equal monthly installments starting with the first month in which GenOn receives revenue for operating after December 31, 2023 ("Post-

Agreement to Fund Development of Ormond Beach Public Access Park

2023 Operating Revenue") and continuing through the end of the term of the RA Contract or other market-based contract.

ii. If the RA Contract or other market-based contract permits or requires operations for all of calendar years 2024, 2025 and 2026, GenOn shall make Park Development Contributions to the Park Fund totalling \$10,000,000 in equal monthly installments starting with the first month in which GenOn receives Post-2023 Operating Revenue and continuing through the end of the term of the RA Contract, or other market-based contract, or December 31, 2026 (whichever is earlier).

b. For a given month in which GenOn receives Post-2023 Operating Revenue, GenOn shall make its Park Development Contribution to the Park Fund pursuant to Sections 2.a.i or 2.a.ii of this Agreement within thirty (30) calendar days of the end of that month.

c. If the cost estimate for the Park Development included in the Park Plan proposed by the City pursuant to Section 1.a is in an amount less than GenOn's total payment obligation under section 2.a.i or 2.a.ii (whichever is applicable), then GenOn's total payment obligation shall be reduced by an amount equal to the difference between GenOn's total payment obligation and the cost estimate.

d. For the avoidance of doubt, the Parties agree that the meaning of RA Contract(s) or other market-based contract(s) in this Agreement excludes any use of the Reliability Must Run ("RMR") or cost-based contract with respect to Ormond Beach.

e. If GenOn operates either of the Ormond Beach generating units after December 31, 2023 as contemplated by this Agreement, then the applicable Site Plan completion date in Sections 3.a through 3.c of the 2020 Agreement shall be extended by an amount of time equal to the period during which either of the Ormond Beach generating units operates.

3. Park Development.

a. The City may use any and all funds contributed to the Park Fund, whether contributed by GenOn pursuant to Section 2 or a third party pursuant to Section 1.d, to fund Park Development.

b. If the costs of Park Development exceed the total funds contributed to the Park Fund pursuant to Section 1.d and Section 2 of this Agreement, GenOn shall not be responsible for funding the remaining costs of Park Development.

4. Future Use and Ownership of the Park.

a. GenOn and the City shall work together on the Post-Demo Plan, including plans for ownership and use of the Ormond Beach Site and any use of the Ormond Beach Site for the Ormond Beach Public Access Park after the Site Plan work has been completed. The parties will work in good faith to advance and incorporate the Ormond Beach Public Access Park in the Post Demo Plan. The Ormond Beach Public Access Park will be developed for public use. GenOn will have no ownership interest in the Ormond Beach Public Access Park.

Agreement to Fund Development of Ormond Beach Public Access Park

b. Notwithstanding what is stated in any part of the Agreement, the City retains full discretion acting in its governmental capacity pursuant to its police powers to review any application submitted by GenOn or any other person in connection with the Park Development, the Post-Demo Plan, or any other future development at or near the Ormond Beach Site (collectively, the "Project") and approve, condition, or deny any elements of the Project pursuant to the City's standard development review process, City Code, and applicable federal, state and local law, including *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 and related Jurisprudence. Consistent with *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, there is no guarantee or presumption that any of permits required for the development of the Project will be issued by City or by any other appropriate government agencies. The Parties acknowledge and agree that the decisions of the City, in its regulatory capacity, regarding approval of any and all permits for the Project shall be conditioned upon the City making all the necessary findings and determinations required by CEQA, in accordance with in *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 and related Jurisprudence, or otherwise required by applicable federal, state or local law.

c. If the Park Development cannot be completed because the City or another public agency does not issue any permit or other approval required for completion of the Park Development, then the City may amend the Park Plan, including the location of the proposed Park, to attempt to obtain any required permit or other approval or to mitigate or eliminate potential environmental impacts, and the funds in the Park Fund may be used to fund Park Development under such an amended Park Plan, as set forth in Sections 1 through 3 of this Agreement.

5. Agreed Regulatory Objectives.

a. The City and GenOn agree on the following regulatory objectives (the "Joint Regulatory Objectives"):

i. Government regulatory bodies with jurisdiction over Ormond Beach should authorize operation of Ormond Beach by GenOn after December 31, 2023, including without limitation the following (to the extent applicable):

- A. Extension of Ormond Beach's OTC Policy compliance deadline by the State Water Resources Control Board;
- B. Issuance of a new or amended National Pollutant Discharge Elimination System (NPDES) permit by the Los Angeles Regional Water Quality Control Board to GenOn, if needed for continued operation of Ormond Beach after December 31, 2023;
- C. Issuance of a new or amended Title V air permit by the Ventura County Air Pollution Control District, if needed for continued operation of Ormond Beach after December 31, 2023;
- D. Entry by the Department of Water Resources into an agreement or agreements under AB 205 with GenOn for operation of Ormond Beach after December 31, 2023; and
- E. Certification of such agreement(s) between DWR and GenOn, as described in Sub-section 5.a.i.D, by the California Energy Commission under AB 205.

Agreement to Fund Development of Ormond Beach Public Access Park

ii. To the extent Ormond Beach is required to be available to support system or local grid reliability, the Parties agree and will so advocate that RA Contract or other market-based contract is the best way for the City and GenOn to secure the joint objectives of this Agreement.

6. City of Oxnard's Commitments.

a. In consideration for the commitments of GenOn in this Agreement, including the provision of benefits to the Oxnard community by funding of the Ormond Beach Public Access Park as described in this Agreement, the City shall:

i. Support GenOn in entering into an agreement or agreements with government regulatory bodies for GenOn to operate Ormond Beach after December 31, 2023;

ii. Support the Joint Regulatory Objectives in State Water Resources Control Board, Statewide Advisory Committee on Cooling Water Intake Structures, Department of Water Resources, California Energy Commission, Los Angeles Regional Water Quality Control Board, or other agency proceedings relating to operation of Ormond Beach after December 31, 2023;

iii. Work to secure support for the objectives contemplated by this Agreement from Oxnard residents and community organizations, public interest organizations, as well as state and local regulators and legislators; and

iv. As set forth in Section 1.d, work together in good faith with GenOn to obtain any available public or private funding or other third-party commitments to contribute to the Park Fund.

7. Standard Terms and Conditions.

a. Nothing in this Agreement shall relieve GenOn of any of its obligations under any federal, state or local statute, ordinance, code, policy, rule, regulation, order, consent decree, judgment or common law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to: (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees, to hazardous substances or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities; or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal, including the National Environmental Policy Act (42 U.S.C. §4321 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Water Act (33 U.S.C. §1321 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Safe Drinking

Agreement to Fund Development of Ormond Beach Public Access Park

Water Act (42 U.S.C. §3808 et seq.), and the provisions of any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted or promulgated which pertains to health, industrial hygiene, or the regulation, protection or remediation of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use.

b. **Breach; Remedies.** The Parties acknowledge that if this Agreement is breached by one Party, the other Party could be irreparably harmed and could not be made whole by monetary damages. Accordingly, each Party, in addition to any other remedy to which that Party may be entitled to by law or in equity, shall be entitled to seek an injunction or similar remedy to prevent a breach or threatened breach of this Agreement by the other Party and an order or injunction compelling specific performance by the other Party of its obligations under this Agreement. In no instance, however, shall the Parties be entitled to monetary damages.

c. **Interpretation; Severability.** The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. As used in this Agreement, words in the singular include the plural and words in the plural include the singular, unless otherwise defined. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it was or may have been prepared by counsel for one of the Parties hereto, it being recognized that both GenOn and City have contributed substantially and materially to the preparation of this Agreement. It is agreed that neither the act of entering into this Agreement nor any contribution to the Account nor any action taken under this Agreement shall be deemed to constitute an admission of any liability or fault on the part of GenOn or the City with respect to the Park, Park Development, or otherwise, nor does it constitute a commitment or agreement, either express or implied, by any or all parties to undertake any further activities outside the scope of this Agreement. If one or more of the provisions of this Agreement or the application thereof shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

d. **Assignment; Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and any successors and assigns of GenOn. In no event shall the respective rights and obligations of City under this Agreement be assignable to any third party. The respective rights and obligations of GenOn under this Agreement shall not be assignable without the prior written consent of City, not to be unreasonably withheld, provided that such consent may only be withheld by City on the grounds that the assignee has not assumed all of GenOn's rights and obligations under this Agreement. Upon a valid assignment of this Agreement by GenOn pursuant to this Section, GenOn will have no further obligations under this Agreement and the City agrees that it will thereafter only look to GenOn's assignee for performance of GenOn's obligations hereunder.

e. **Governing Law; Venue; Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws. To the extent permitted by applicable law, each

Agreement to Fund Development of Ormond Beach Public Access Park

Party to this Agreement hereby consents to the exclusive jurisdiction of the state courts of California located in Ventura County or the United States Federal District Court with jurisdiction in Ventura County; waives any objections to such venue; waives personal service of any and all process upon it, consents to service of process by registered mail directed to it at the address stated in Section 7.f of this Agreement, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused). TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO.

f. Notice. Any request, consent, notice or other communication to be delivered to a Party hereunder shall be deemed delivered and received when made in writing and transmitted to the applicable Party either by receipted courier service, or by the United States Postal Service, first class registered or certified mail, postage prepaid, return receipt requested, or by email, at the address or addresses indicated for such Party below:

If to GenOn:

1360 Post Oak Blvd. Suite 2000
Houston, TX 77056
Attn: Holly Anderson, General Counsel
Phone: (713) 409-8308
E-mail: holly.anderson@Genon.com

If to the City:

305 W. Third Street Suite 100E
Oxnard, CA 93030
Attention: Stephen Fischer, City Attorney
Phone: (805) 385-7483
Email: Stephen.Fischer@Oxnard.org

g. Authorization. Any person executing this Agreement on behalf of a Party hereto warrants and represents that he or she has the authority to do so on behalf of the respective Party and has the authority to bind that Party to the performance of its obligations hereunder.

h. Entire Agreement; Amendment. This Agreement, separate and apart from the 2020 Agreement, constitutes the entire agreement between the Parties hereto, and supersedes all previous promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties, with respect to the Park Development. No modification, amendment or supplement to this Agreement shall be binding on the Parties unless written and signed by both Parties' duly authorized representative.

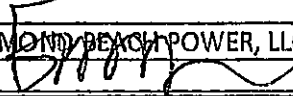
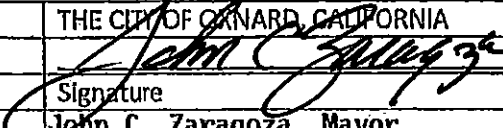
Agreement to Fund Development of Ormond Beach Public Access Park

i. No Third Party Beneficiaries. This Agreement is solely for the benefit of GenOn, its successors and assigns with respect to the obligations of City under this Agreement, and for the benefit of City with respect to the obligations of GenOn, its successors and assigns under this Agreement. This Agreement shall not be deemed to confer upon or give to any other party any remedy, claim, liability, reimbursement, cause of action, or other right.

j. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each Party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Hand signatures transmitted by electronic mail are also permitted as binding signatures to this Agreement and shall be deemed to constitute original signatures.

k. Termination. Following completion of the Park Development, this Agreement shall terminate 60 calendar days after written notice from City to GenOn, provided in accordance with Section 7.f, that all contemplated Park Development work is complete.

Signed and agreed to on this 25 day of Oct, 2022, by

ORMOND BEACH POWER, LLC	THE CITY OF ORNARD, CALIFORNIA
	
Signature	Signature
<u>Eric P. Watts VP</u>	<u>John C. Zaragoza, Mayor</u>
[Name and Title]	[Name and Title]

NAI-1533709459v1



California ISO

April 11, 2025

California State Lands Commission
100 Howe Avenue Suite 100-South
Sacramento, CA 95825

Subject: Strategic Reliability Reserve and Ormond Beach Conduit Lease Renewal

Chair Eleni Kounalakis, Commissioner Malia M. Cohen, and Commissioner Joe Stephenshaw,

The California Public Utilities Commission (CPUC), California Energy Commission (CEC), and California Independent System Operator (CAISO) jointly recommend approval of the request to extend the conduit lease for Ormond Beach Generating Station (Ormond Beach) through December 31, 2026.

While California continues to accelerate the deployment of clean energy resources to meet our climate and clean energy goals, climate change-driven events – in particular, extreme heat – will continue to threaten our grid with the potential to cause unprecedented stress on our energy infrastructure. In August 2020, a west-wide heat event resulted in rotating outages in California. Energy reliability was further threatened in 2021, when dry conditions resulted in a wildfire in Oregon that threatened transmission lines. To help maintain energy reliability, in 2022, the Legislature passed, and the Governor signed legislation that created the Strategic Reliability Reserve (SRR), which includes programs at the CEC and the Department of Water Resources (DWR) to be used only in times of grid emergencies and to protect public health and safety.

In 2023, the State Water Board approved the extension of Ormond Beach's once-through cooling compliance date to December 31, 2026. This decision was grounded in joint reliability assessments conducted by CPUC, CEC, and CAISO, which identified the continued need for limited-term use of legacy resources to safeguard grid reliability during extreme weather events and other unplanned disruptions. As a condition of the once-through cooling compliance extension, Ormond Beach is one of the power plants retained by DWR as part of the SRR, for emergency purposes and for a limited time through December 31, 2026.

We respectfully request approval of the conduit lease extension through the end of the DWR contract in order for Ormond Beach to remain available for summer 2025 and 2026.



California ISO

Maintaining this capacity as part of the SRR is essential to preserve system reliability during high-risk periods while the state transitions to a more resilient, clean energy grid.

Sincerely,

G. S. Gangadhar

Siva Gunda
Commissioner – Vice Chair
California Energy Commission

Elliot Mainzer

Elliot Mainzer
President & Chief Executive Officer
California ISO

Alice Busching Reynolds

Alice Busching Reynolds
President
California Public Utilities Commission



April 9, 2025

State Lands Commission
100 Howe Avenue, Suite 100 South
Sacramento, CA 95825

Subject: Strategic Reliability Reserve and Ormond Beach Conduit Lease
Renewal

Chair Kounalakis, Commissioner Cohen, and Commissioner Stephenshaw:

The California Governor's Office of Emergency Services (Cal OES) recommends approval of the request to extend the conduit lease for Ormond Beach Generating Station (Ormond Beach) through December 31, 2026.

California continues to deploy clean energy resources to meet the state's climate and clean energy goals. However, climate-driven events – in particular extreme heat – continue to threaten our grid with the potential to cause unprecedented stress on energy infrastructure. In 2022, the Governor signed legislation to create the Strategic Reliability Reserve (SRR), which includes programs used only in times of grid emergencies to protect public health and safety. Ormond Beach is one of the power plants retained by the Department of Water Resources (DWR) as part of the SRR, for emergency purposes.

Extreme heat is increasingly impacting California communities. In addition to stressing the power grid, extreme heat can coincide with other events, such as wildfires, further compounding the risk to life and safety. Emergency load shed not only threatens safety of at-risk individuals, but also delivery of essential services such as public safety, medical/health, and more. Despite efforts to minimize impacts of emergency load shed, for individuals who use medical support equipment such as respirators or automatic medication dispensers, even a short-term power disruption can be life threatening. It is imperative that the state retain necessary tools such as SRR to respond to this continued threat for summer 2025 and 2026.



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Cal OES respectfully requests approval of the conduit lease extension through the end of the DWR contract for Ormond Beach to remain available for summer 2025 and 2026. Maintaining this capacity as part of the SRR is essential to preserve system stability during high-risk periods and protect the safety of Californians.

Sincerely,


NANCY WARD
Director

Alexander Nguyen
City Manager



Office of the City Manager

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.oxnard.org

April 10, 2025

California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento CA 95825

Via email: slc.commissionmeetings@slc.ca.gov ; executiveofficer.public@slc.ca.gov

RE: Ormond Beach Generating Station - Lease Extension Consideration

Honorable Commissioners:

As you deliberate over the lease extension for GenOn at Ormond Beach in the City of Oxnard, please also consider the following points.

First, the \$25M trust fund established by GenOn and the City of Oxnard, and paid for by GenOn, to dismantle the power plant post decommission is fully funded.

Second, the \$10M fund (also paid by GenOn) to build the City's first and only safe, dedicated pedestrian and bicycle access corridor and park, to provide genuine, usable public access to the beach in South Oxnard is currently 47% funded (36 monthly installments). If this funding agreement terminates, the City will most likely not be able to build this project in the near future.

Third, we are greatly appreciative of State Lands Commission staff's forethought in pursuing the \$14.4M GenOn funded surety bond to pay for the removal of the power plant's infrastructure in the ocean. We have been so focused on the landside issues of reclaiming our beachfront and securing public access that we failed to consider the environmental issues under the water.

It is vital that such plans are created and implemented with the necessary funding in order to avoid the fate of many other California communities who were left with decommissioned power plants that remain standing, gated shut, and leaching rust into the ground because they had no plan or funding to dismantle the plant and remediate the land, or in our case, also in the ocean.

Thank for your efforts to balance the many and varied needs of communities across the state.

Sincerely,

A handwritten signature in blue ink, appearing to be "Alexander Nguyen". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Alexander Nguyen
City Manager

Archived: Wednesday, April 9, 2025 8:26:04 PM

From: [Sandra Arroyo](#)

Sent: Wednesday, April 2, 2025 6:43:33 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station (OBGS) from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

Last month over 35 Oxnard residents turned out to a Community Engagement meeting hosted by the Commission at the South Oxnard Community Center to share their experience living in the shadow of the Ormond Beach Generating Station and to voice their opposition to its continued operation. The meeting was riddled with tech issues and failed to frame this lease amendment as an Environmental Justice issue. Many participants expressed frustration over the inability to meaningfully contribute to the meeting, given they had more questions than answers about the process on how the decision for the lease amendment is being considered.

We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Best,
Sandra

Archived: Friday, April 11, 2025 2:37:28 PM

From: [Irene Cooke](#)

Sent: Friday, April 11, 2025 1:45:28 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC](#)

Subject: 4/15/2025 Item 2--REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

The Ormond Beach Generating Station is one of the most egregious examples of polluter impacts on vulnerable communities in our State. Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Society of Fearless Grandmothers-Santa Barbara

Irene Cooke, Organizer

Archived: Wednesday, April 9, 2025 8:27:33 PM

From: [Briana Cruz](#)

Sent: Wednesday, April 2, 2025 7:56:02 PM

To: [Public, ExecutiveOfficer@SLC;CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC;Connor, Kelly@SLC](#)

Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Archived: Wednesday, April 9, 2025 8:27:33 PM

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission’s Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Sent from my iPhone

Archived: Wednesday, April 9, 2025 8:23:31 PM

From: [Danny Diaz](#)

Sent: Wednesday, April 2, 2025 4:29:02 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Archived: Friday, April 11, 2025 2:08:14 PM

From: [Juli Marciel](#)

Sent: Thursday, April 10, 2025 5:36:41 PM

To: [CSLC CommissionMeetings](#); [Connor, Kelly@SLC](#); [Ramirez, Yessica@SLC](#); [Public, ExecutiveOfficer@SLC](#)

Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process. You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Juli Marciel, Surfrider Foundation, Ventura County Chapter

Archived: Friday, April 11, 2025 2:07:01 PM

From: [Marie Martin](#)

Sent: Thursday, April 10, 2025 4:17:43 PM

To: [Public, ExecutiveOfficer@SLC;CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC;Connor, Kelly@SLC](#)

Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Archived: Friday, April 11, 2025 2:07:01 PM

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station (OBGS) from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission’s Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Marie Martin

Archived: Wednesday, April 9, 2025 8:24:55 PM

From: [Margo Porras](#)

Sent: Wednesday, April 2, 2025 6:27:48 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

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Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

As an historian of the area who has lost a parent and many loved ones to cancer likely linked to toxic chemicals they were exposed to growing up in Oxnard, I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station (OBGS) from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

Last month over 35 Oxnard residents turned out to a Community Engagement meeting hosted by the Commission at the South Oxnard Community Center to share their experience living in the shadow of the Ormond Beach Generating Station and to voice their opposition to its continued operation. The meeting was riddled with tech issues and failed to frame this lease amendment as an Environmental Justice issue. Many participants expressed frustration over the inability to meaningfully contribute to the meeting, given they had more questions than answers about the process on how the decision for the lease amendment is being considered.

We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Margo Porras

Author, "Growing Up in La Colonia"

Archived: Wednesday, April 9, 2025 8:22:10 PM

From: [Anahi Solis](#)

Sent: Wednesday, April 2, 2025 2:27:54 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: 4/2/2025 Item 51–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

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Dear California State Lands Commission and Commissioners,

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Archived: Monday, April 14, 2025 2:28:25 PM

From: [David Caskey](#)

Sent: Monday, April 14, 2025 7:43:16 AM

To: [Public, ExecutiveOfficer@SLC;CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC;Connor, Kelly@SLC;CA Friends of Ormond Beach Oxnard](#)

Subject: 4/15/2025 Item 02–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Archived: Monday, April 14, 2025 2:28:25 PM

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

I fully support the position of CAUSE and the community on this lease extension, the abuse of the people by the continued presence of this unnecessary power plant is unconscionable.

I would point to a deeper failure though. The state of California and its agencies have spent almost 20 years studying, planning, and promising to deal with the abuse of this beautiful portion of the coast. The Coastal Commission, the Energy Commission, the electric grid operator, CAISO, all have failed to act responsibly. A generation of young people have grown up around south Oxnard and Port Hueneme watching government fail. If we are going to have any kind of decent future, that has to stop.

You, the triad of the State Lands Commission, created because of corruption, have the duty to simply not act on another lease extension, and enable the process to move ahead.

It's still seems hopelessly flawed, but you know the way forward.

I hope you get the assurance you need regarding the funds supposedly set aside to dismantle this blight, and do the right thing.

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

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You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.
David Caskey

Port Hueneme, CA

Archived: Sunday, April 13, 2025 9:44:16 PM
From: [David Caskey](#)
Sent: Saturday, April 12, 2025 9:41:42 AM
To: [CSLC CommissionMeetings](#)
Cc: [Christine Zubko;CA Friends of Ormond Beach Oxnard](#)
Subject: Ormond Power Plant July 2017
Sensitivity: Normal
Attachments: [Video.mov](#) ; [Video_1.mov](#) ;
Archived: Sunday, April 13, 2025 9:44:16 PM

Attention: This email originated from outside of SLC and should be treated with extra caution.

The State needs to stop this and do what they agreed to eight years ago. The environment and the community are being abused by their State. There is no rationale left. Get a report from the independent electric grid operator (CAISO) if you must, but stop this lease.

David Caskey

Port Hueneme
Sent from my iPad

Archived: Sunday, April 13, 2025 9:48:00 PM

From: [Ventura BWTF](#)

Sent: Saturday, April 12, 2025 4:52:06 PM

To: [CSLC CommissionMeetings; Public, ExecutiveOfficer@SLC](#)

Cc: [Connor, Kelly@SLC; Ramirez, Yessica@SLC](#)

Subject: Subject: 4/15/2025 Item 2–REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Ormond Beach, as one of the last wetlands in California and an international migratory bird flyover has long been environmentally impacted by the Ormond Beach Generating Station, causing water circulation problems for residents and unsafe water entry conditions due to high bacteria counts recorded by Ventura County's Environmental Health Division.

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station (OBGS) from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation.

Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.



Joy Downing Riley
Blue Water Task Force Coordinator| Surfrider Foundation

Ventura County Chapter
bwtf@ventura.surfrider.org | <http://ventura.surfrider.org>

Do you have a Surfrider membership? Grab yours [here](#) and support Ventura County's 43 miles of coastline!

Archived: Monday, April 14, 2025 2:25:36 PM

From: [Levi Duarte](#)

Sent: Monday, April 14, 2025 12:32:36 PM

To: [CSLC CommissionMeetings; Public, ExecutiveOfficer@SLC](#)

Cc: [Ramirez, Yessica@SLC](#); [kellyconnor@slc.ca.gov](#)

Subject: April 14th C.A. State Land Commission Public Comment

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Hello California State Land Commission,

My name is Levi Duarte, I gave a public comment earlier today in the meeting and wanted to provide my full comment. I felt that 1 minute to speak felt rushed and was not enough time to give my full public comment.

Mission

"The California State Lands Commission provides the people of California with effective stewardship of the lands, waterways, and resources entrusted to its care based on the principles of equity, sustainability, and resiliency, through preservation, restoration, enhancement, responsible economic development, and the promotion of public access."

I have included the mission statement of the California State Land Commission to remind YOU to do your job and listen to my community. Your mission statement states "The California State Land Commission provides the people of California with effective stewardship of the lands, waterways and resources etc..." Listen to your mission statement and protect one of the last remaining wetlands in California. The Ormond Beach Generating Station has been in my community for more than 50 years. It is time for it to go.

(<https://slc.ca.gov/about/#:~:text=The%20California%20State%20Lands%20Commission%20provides%20the%20people%20of%20California, responsible%20economic%20development%2C%20and%20the>)

Thank you for your time and please find my comment here:

Good afternoon Commissioners, my name is Levi Duarte. I am a student at Oxnard College and a young adult leader with CAUSE. I have lived here in Oxnard for 8 years. The Ormond Beach Generating Station pollutes our atmosphere with toxic chemicals. From my own lived experience, I have tried to access Ormond Beach and found it was very inaccessible. I noticed it was filled with lots of pollution from the surrounding toxic industries that blocked my path to the beach. My community is unable to access Ormond Beach and many do not know the beach is there because of the power plant. The smell around Ormond Beach was awful from the toxic soup that pollutes the area. Last Friday, I joined meetings to talk about the power plant and afterwards I felt very confused. I was given the news that a decision was not being made today to amend or reject the lease. It feels like we are not being heard, time after time we come to you about the Ormond Beach Generating Station. It still has not been removed from my community. I have come to make public comments multiple times and I still feel angry that nothing has been done for the Ormond Beach Generating Station when the facts show that it does not even work. I am asking YOU, the state land commission, to please listen to us and reject the lease to SHUT down this power plant. I am asking the commission to dismantle the power plant and remove it from my community. Lastly, I am asking the commission for the FINAL decision meeting to be held in Oxnard at an evening time.

Thank you,
Levi Duarte

Archived: Monday, April 14, 2025 2:24:32 PM

From: [Yoselyn Gomez](#)

Sent: Monday, April 14, 2025 12:56:45 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: April 14 Special Meeting OBGS

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

“Ensure that all voices are heard, all communities are treated fairly and equitably, and everyone is given equal opportunity to participate in the Commission’s decision-making process, with an emphasis on ensuring that traditionally disadvantaged groups are not left behind!” - CSLC EJ POLICY

Good afternoon Commission staff,

While I appreciate the effort made at the end of the comment period to extend time, the effort was too little too late. Community voices were cut, forcing ourselves to cut details from our stories. This is yet another example of the CSLC failing to live up to its environmental justice policy, even if it’s the first goal listed on the policy. After all these meetings, I expected better from the commission.

Here is my full comment:

My name is Yoselyn Gomez. I am a Youth Leader with CAUSE, and I have lived in the area my entire life. Before I share my story, I want to thank you for taking the necessary time to make your decision about such a serious issue; however, I wish you could have been more accommodating to our community’s needs as you make such a significant decision for our future. I have tried to voice my community’s concerns in two prior meetings, and I am frankly disappointed with how the commission has handled the situation. As a community, we have experienced having our speaking time reduced, been interrupted during our comments, and had substandard accommodations for people speaking in different languages. I don’t expect perfection, but I do expect improvement. I have not seen any.

My community is made up of hard-working immigrant families, and, while I understand it might be inconvenient, I believe it is the commission’s responsibility to accommodate the community they serve with an appropriate time and place —not while most of our community is either in school or at work. Definitely not 6 hours away where you can hide from the guilt and responsibility you have towards the community you are hurting. I urge you to make your final decision, which I expect to NOT be postponed, in

Oxnard. Look us
in the eye when you make your decision.

Your

continued postponements and lack of commitment have been very disappointing, especially since your reasoning is that you need more time. I was in a meeting in October with commission staff where I asked what would be the consequences of rejecting the lease

and you had no answer. I stand before you more than six months later and you have yet to answer any of those questions. Where's the professionalism? Where's the accountability? From what I've seen, this commission seems to think an environmental justice policy is just a vanity project to have on your website.

In

the past three years, I have worked on shutting down this plant, which at that point had already received one extension. Our community worked hard to make ourselves heard, and we were ignored. I began this fight when I started high school. Now, I am reaching

the end of my senior year and am committed to a 4-year university. This plant should not still be an issue. I don't want to come home four years later and see people my age still fighting this fight, spending their weekends speaking to you instead of forming

other long lasting memories. I urge you to reject this lease amendment and ensure this piece of our toxic soup is decommissioned and dismantled. I urge you to put yourselves in our shoes and make a decision that reflects what you would want in your own backyard.

DO

BETTER DIVAS !

Yoselyn Gomez

CAUSE Youth Advocate

Archived: Sunday, April 13, 2025 9:54:32 PM

From: [David Pellow](#)

Sent: Sunday, April 13, 2025 12:43:54 PM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: 4/15/2025 Item 02--REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station (OBGS) from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

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We additionally urge the Commission to revisit how community engagement meetings are conducted so that environmental justice principles are upheld and allow meaningful community participation. Input from impacted communities is pivotal in ensuring an equitable decision making process.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. The health & safety of the Oxnard community lies on your decision.

Thank you.

Sincerely,

David N. Pellow, PhD

--

Dehlsen Chair and Distinguished Professor

Environmental Studies Program

University of California, Santa Barbara

[What is Critical Environmental Justice?](#)

[Struggles for Environmental Justice in U.S. Prisons and Jails](#)

UCSB is located on unceded Indigenous Chumash ancestral lands and waters

Archived: Monday, April 14, 2025 2:22:17 PM

From: [Lucy Tamayo](#)

Sent: Monday, April 14, 2025 2:09:22 PM

To: [CSLC CommissionMeetings; executiveoffice.public@slc.ca.gov](#)

Cc: [Connor, Kelly@SLC; yessica.ramrez@slc.ca.gov](#)

Subject: Commision meeting April 14th 2025

Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

California State Lands Commission,

Your mission goal states that inclusivity and shining light to the peoples voice is a top priority, yet at today's commission meeting we were cut back and our comments were shortened to just one minute. Most of us had written and practiced before hand our comments with the notion that we would have at least 2 minutes to elaborate. We all wanted to illustrate our opinions on the sudden change of time and plans for today's meeting. To state: we do not want anymore extensions to this power plant long overdue for decommission and dismantlement- no more will we accept the maintenance of the mass pollution and health issues in Oxnard. Our communities, our people, are TIRED of being pushed outside or ignored- to even attend a decision making meeting, Oxnard residents struggle with the conflicting work and school schedules as most of us here attend school and or have a job. Its harder for us to even know what will be going on with our city and homes, when public access to information is harder to access. the board initially decided that it's final decision will be made during a closed open session in Sacramento when we have been requesting for MONTHS that this meeting that will decide our future take place in Oxnard. I urge you all to please consider making the finial decision public accesses to Oxnard residents, we deserve to have a say in our community. Once again I, and many other urge you all to reject the lease. Thank you all for your time.

Sincerely,

Lucy Tamayo

Archived: Monday, April 14, 2025 2:23:33 PM
From: [Yaquelin U](#)
Sent: Monday, April 14, 2025 12:57:00 PM
To: [CSLC CommissionMeetings](#); [ExecutiveOfficerPublic@slc.ca.gov](#)
Cc: [Ramirez, Yessica@SLC](#); [KellyConnor@slc.ca.gov](#)
Subject: April 14: Special meeting-OBGS
Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

Good Afternoon,

After participating in today's meeting, I wanted to provide my full comment due to sudden changes. Although chair Kounalakis shared the Commission would extend time to allow more people, what I wanted to see is my voice be fully heard. First of all, one of the CSLC EJ goals is "[Ensuring] that all voices are heard, all communities are treated fairly and equitably, and everyone is given equal opportunity to participate in the Commission's decision-making process, with an emphasis that traditionally disadvantaged groups are not left behind." Given the sudden time limit regarding public comments and removing OBGS from your agenda, you have time and time failed to allow our community to FULLY express our concerns. It comes to show that you are clearly not following through your words. Your lack of integrity fails to acknowledge our feelings, our stories, and our concerns. With that said, I would like to finish off my comment:

As you probably know, the generating station is running at less than 1% capacity. So tell me why you are allowing this station pollute our air, kill our marine life, and destroy our health. On top of it all, we are living in a toxic soup with the paper mill factory, Haloco, and station all being within close proximity of a living community. Our community is being tormented with these health hazards and it almost feels like you have zero want to fix it. I am tired, my friends are tired, my community is tired of being a subject to your racial discrimination. I am in utter disbelief that you have let this station run for far too long and allow this station destroy our lives. So let me remind you that the California State lands Commission's "commits to promoting equity and advancing environmental justice through more inclusive decision-making that considers the disproportionate burdens on disadvantaged communities" if your mission stands correct you will be wise to know that rejecting the lease for the Ormond beach generation station is the best decision you could make. Allow our words to not be in vain and make the decision here in Oxnard in an appropriate time and manner that accomodates the needs of my community. Having meetings in Sacramento on a Monday is not fair for our community as not everyone has access or can travel over 6 hours to attend. Once again I urge you to reject the lease and come here to Oxnard for your final decision making process.

Thank you for your time.

-Yaquelin Urbano

Archived: Sunday, April 13, 2025 9:51:02 PM

From: [Christina Zubko](#)

Sent: Sunday, April 13, 2025 9:04:51 AM

To: [Public, ExecutiveOfficer@SLC; CSLC CommissionMeetings](#)

Cc: [Ramirez, Yessica@SLC; Connor, Kelly@SLC](#)

Subject: 4/15/2025 Item 02--REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attachments:

[Video_1.mov](#) ;

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

As a resident of Port Hueneme, and one who can walk to Ormond Beach within 5 minutes, I am disappointed to hear that the promise to shut down this station once and for all is going to be broken--again. Have any of you ever walked down Ormond Beach to enjoy its beauty? Are you aware that this station sits near the wetlands, home to over 200 migrating bird species and 5 endangered species? Are you aware of the Ormond Beach Restoration and Access Project (OBRAP), designed by the California State Coastal Conservancy (SCC), and of its current state of implementation? How is it possible that you justify the continued use of this industrial monstrosity while another state agency, the SCC, seeks to beautify this historically blighted area? How can you reconcile these two objectives--to continue operating the station while restoring the area? The problem is, you can not.

I am writing to urge you to reject the lease amendment extending the lease term of Lease 4196 – Ormond Beach Generating Station (OBGS) from April 23, 2025, to December 31, 2026, for one seawater intake conduit and one discharge conduit.

You have the opportunity to uphold the values of the State Lands Commission's Environmental Justice Policy and end this unjust legacy. I know that you are well aware that South Oxnard as a location is often neglected, dismissed, or overlooked simply because demographically, people of color who primarily make up the working class live there. If this generating station were Malibu, home to the movie stars and money, I doubt you would think twice about renewing the lease. Make a statement that reflects your organization's values. The health & safety of the Oxnard community lies on your decision.

I am attaching a video that was shared with me that shows the befuddling juxtaposition of the power station blowing its steam and the shorebirds mere feet away. Would you want to see this in your neighborhood?

Thank you.

Sincerely,

Christina Zubko

Co-Founder Friends of Ormond Beach

Port Hueneme Resident for 10 years

FULLERTON JOINT UNION HIGH SCHOOL DISTRICT E-MAIL DISCLAIMER This communication and any documents, files, or previous e-mail messages attached to it constitute an electronic communication within the scope of the Electronic Communication Privacy Act, 18 USCA 2510. This communication may contain non-public, confidential, or legally privileged information intended for the sole use of the designated recipient(s). The unlawful interception, use or disclosure of such information is strictly prohibited under 18 USCA 2511 and any applicable law

Archived: Tuesday, April 15, 2025 8:57:57 AM

From: [Friends of Ormond Beach Oxnard, CA](#)

Sent: Monday, April 14, 2025 5:58:08 PM

To: ExecutiveOfficer.Public@slc.ca.gov; [CSLC CommissionMeetings](#)

Cc: Ramirez.Yessica@SLC; Connor.Kelly@SLC

Subject: 4/15/2025 Item 02--REJECT the extension of Ormond Beach Generating Station Lease 4196

Sensitivity: Normal

Attachments:

[Video_1 \(1\).mov](#) ;

Attention: This email originated from outside of SLC and should be treated with extra caution.

Dear California State Lands Commission and Commissioners,

Since I did not see the first comment that I submitted on April 13, 2025 in your list of comments on your website, I am going to submit again. By the way, I am not the only one who noticed her comment is absent from your list:

Since 2006 Oxnard residents have been fighting for an end to the unjust legacy of fossil fuel power plants in our community. The Ormond Beach Generating Station is a toxic and polluting power plant located in the most densely populated community of color in Ventura County that experiences more pollution than 94% of other neighborhoods in California, according to CalEnviroScreen 4.0.

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Christina Zubko

Co-Founder Friends of Ormond Beach

Port Hueneme Resident for 10 years