

Individuals Concerned About the FutureGen Project

From: debbie armstrong
To: Oost, Julie
Sent: Fri Sep 14 17:57:51 2012
Subject: Future Gen

I am totally opposed to the Future Gen project, I'm disappointed in congress. They will not listen to people that have researched this, I would hope you have done your research or would contact somebody that has done the research. Thank You for your time.

Debbie & Paul Armstrong

September 13, 2012

Hello,

I am writing strongly urging the Illinois Commerce Commission NOT to include power from the proposed FutureGen plant in the 2013 electric procurement plan. Future Gen is a costly experiment in carbon sequestration that will put many people in the area at risk. Instead of investing in Future Gen, we should invest in ways to make renewable energy more cost effective, instead of continuing to subsidize coal. Placing power from FutureGen in the plan is a subsidy of the plant.

Sincerely,
Amy Allen

September 7, 2012

Dear Sirs,

We are a part of a group of over 500 citizens, predominantly landowners and homeowners in Eastern Morgan County, who signed a petition against locating the underground carbon dioxide storage site in our area. We are opposed to the proposed inclusion of Futuregen 2 in the 2013 IPA Electricity Procurement Plan to the Illinois Commerce Commission. We have concerns with Futuregen 2 about the high cost of electricity from their proposed project, safety for the local residents near the carbon dioxide storage site, the methods used to pick the proposed Futuregen 2 location, liability issues, community support, and the detrimental affect this project will have on local property values.

Primarily we are concerned with the high cost of electricity produced by the Futuregen 2 project. This project is a huge gamble with one billion dollars of federal taxpayer dollars. If something goes wrong with this experiment the federal government will have wasted this money with no recapture after the project has started. The cost of the retrofit of just one unit of the four units of the Ameren Meredosia Power Plant alone is estimated at one billion dollars. The big winner here will be the Illinois coal industry as it takes 30 to 40% more energy [in the form of more coal], to capture, liquefy, and pump the carbon dioxide to the underground storage site. "Clean Coal" has been promoted as a solution to burning Illinois coal, but are there not alternatives that cost much less? Ironically, only a few miles from the Meredosia power plant a major natural gas pipeline crosses the Illinois river. Why couldn't the

plant be converted to natural gas which is abundant and has none of the pollutants such as huge amounts of carbon dioxide, sulfur, and heavy metals associated with coal? Mining of coal also brings surface subsidence that is very detrimental to agriculture and is a danger to homeowners, especially in areas where the longwall mining practice is used. Illinois consumers have a right to the least expensive and safest electricity available, especially in these hard economic times. Do not hide the cost of Futuregen's electricity by blending it with cheaper available electricity from other sources.

Safety is a major concern with the proposed underground carbon dioxide storage site. The site is supposed to have the ability to safely store 39 million metric tons of liquid carbon dioxide from the retrofitted Meredosia power plant for thirty years or more. Yet, geologists with the Illinois Geological Survey have repeatedly stated the porous Mt. Simon sandstone layer the carbon dioxide is to be stored in is already saturated with brine, a liquid much saltier than the ocean. Since liquids are not compressible an equal amount of carbon dioxide must displace an equal amount of brine. Where will the 39 million metric tons of displaced brine end up in thirty years?

Futuregen picked Morgan County for this project without regard for cost. Why wouldn't it be cheaper to locate the coal burning power plant in an area already producing coal or having large amounts of coal underground, such as at the original proposed Futuregen site near Mattoon? As the Mt. Simon sandstone formation is much deeper and thicker in that location an expensive pipeline to transport the carbon dioxide would also not have been necessary. The pipeline with the Morgan County project will cost approximately sixty million dollars. Must federal taxpayers be responsible to pay for part of this unnecessary expense? Also maps of the potential storage capacity of the Mt. Simon sandstone in the Illinois Geologic Basin developed by the Midwest Geologic Sequestration Consortium [geologists from the Illinois Geologic Survey belong to this organization] show Morgan County as having minimal storage capacity for carbon dioxide sequestration. Futuregen originally proposed a 1000 acre circle would be adequate for the sequestration site, but have expanded to 3000 acres and may seek more acreage.

Illinois legislators have passed legislation very favorable for Futuregen, not only giving them eminent domain for their carbon dioxide pipeline, but also providing the State Attorney General defending Futuregen if future liability cases are filed against them. Why is Futuregen given this preferential treatment over private citizens?

Futuregen claims it has broad community support in Morgan County, but an online poll done the night of the environmental impact scoping meeting conducted in Jacksonville showed only 4% of the respondents were in favor of the entire project. The majority of vocal participants that night were also against Futuregen. Organizations such as Taxpayers for Common Sense, the Illinois Policy Institute, Friends of the Earth, and the Sierra Club have all called for the removal of federal taxpayer money from this project. If environmental groups are opposed to this project which is supposed to be beneficial to our atmosphere a red flag should be raised for the rest of us.

Most of our group are landowners adjacent to the underground carbon dioxide storage site proposed by Futuregen. Many of these are farmers who have farmed their ground for many generations. Should Futuregen, who has no control over where the liquid carbon dioxide or the displaced brine will travel, be allowed to lower our property values? While Jacksonville

businesses promote the Futuregen project expecting to gain financially, local landowners and federal taxpayers will bear the costs and effects if something goes wrong.

In conclusion, we would like to see the entire section concerning the purchase of electricity from the Futuregen 2 project proposed by the Illinois Power Agency to the Illinois Commerce Commission be eliminated.

Respectfully,
Citizens Against Futuregen
Andy Davenport

September 14, 2012

To whom it may concern:

I do not feel Futuregen 2.0 should be on the 2013 procurement plan. Higher energy costs for Illinois citizens at a time of economic hardship is a bad idea! The procurement plan should be recommending cheaper energy sources so that Illinois citizens and it's economy can prosper!

Respectfully,
Dave Davenport

September 13, 2012

To whom it may concern. I would like to protest against Futeregen being included in this proposal of the 2013 Electrical Procurement Plan . As this would raise our electric rates significantly.

Thank you Sincerely

David Morrison

September 13, 2012

Please exclude FutureGen in Morgan county from the 2013 Electrical Procurement Plan. The high volume of coal needed to produce power is not efficient. The cost of power production at FutureGen will add unnecessarily to the overall cost.

John D. Allen

September 11, 2012

New [Feedback](#) has been received on the www.illinois.gov/ipa site.

Title: 0789806b8a7

Name: Cindy Ihrke

Entity you represent: Self & family

Your e-mail address:

Your phone number:

Message: In regards to the upcoming energy procurement plan renewal the following are my comments for the public comment period. No more costly renewables! No lines charges, no delivery charges for electricity! Stop making ratepayers pay for more expensive renewable energy! This state need to get jobs and industry back not chase more away with unaffordable electric rates. Bring some sense back to this state and stop wasting our tax dollars paying \$52 contracts that can now be purchased for under \$1. End the RPS and forced energy markets in Illinois! Thank you Cindy Ihrke

September 14, 2012

I would like FutureGen to be omitted from the Illinois Power Authority proposed electrical procurement plan for 2013-2018 presented to the Illinois Commerce Commission.

Karen Davenport

September 14, 2012

This email is in regards to the Futuregen project. We are not supporters of this project. There are too many unanswered questions and it is not cost effective.

Mark & Krista Bergschneider

Sent from my iPhone

September 14, 2012

I would not use power created by a Futuregen power plant. There is safer and less expensive ways to create cleaner power

Luke Armstrong

September 13, 2012

I would like to request that the Future Gen 2 Project be left out of the 2013-2018 Illinois Electrical Procurement Plan submitted to the Illinois Commerce Commission.

Thank you for the consideration of this request.

Sarah E Loving

September 13, 2012

I would like to request that the Future Gen 2 Project be left out of the 2013-2018 Illinois Electrical Procurement Plan submitted to the Illinois Commerce Commission.

Thank you for the consideration of this request.

Terrill Loving

September 14, 2012

We request that you please eliminate

Futuregen from the 2013 to 2018 electrical procurement plan . We have land very near that area and are very concerned about this Probject . As they have not been up front with us during this whole Procedure .

William Hawks

Sent from my iPhone

September 12, 2012

Comments on
Illinois Power Agency's
Recommendation on
2013 Draft Power Procurement Plan
Specifically about FutureGen 2.0 Clean Coal Sourcing Agreement

By

Elizabeth (Betty) Niemann

Jacksonville, Illinois

Interested Party, Illinois Homeowner and Taxpayer and Electric Consumer

Background:

This is a project under the American Reinvestment and Recovery Act whereby the DOE¹ has allocated 1 billion in funding for the promise of jobs and economic benefit to

Illinois. Recovery.gov² reports this project has only produced 26.53 jobs in the last quarter and the government has paid out some \$404,985,000 to FutureGen and 589,744,000 to Ameren. The cost estimates for this project are now projected at 1.36 billion and rising.

The Jacksonville Regional Economic Development Corporation (JREDC) applied for FutureGen 2.0 (referred to as FutureGen) when the DOE backed out (refused to fund because of costs) of the site in Mattoon, IL, and the Mattoon community refused to have the sequestration site if they could not have the power portion of the FutureGen Project.

FutureGen then selected the JREDC site in Morgan County, IL, which was not in the original EIS and ROD by the DOE for the Mattoon site. The new Morgan County site was south of Interstate 72. Over 300 landowner farmers were opposed and said so thereby driving the JREDC to look to other land acquisition methods.

A site was then selected north of Interstate 72 taking advantage of a trustee holding power over 600 acres of the initial 1000 acres needed to make the project a “go.” These 600 acres were committed on 6 March 2011 about two months ahead of other landowner notification and solicitation and/or approval.

This FutureGen project is a three-fold project, a power plant retrofitted with oxy-combustion to stem the emissions of the “greenhouse gas CO₂”, a pipeline to transport compressed liquefied CO₂, and an underground storage facility in the Mt. Simon layer beneath the surface of the earth to permanently store the CO₂. Like fire, composed of fuel, heat, and oxygen to burn, if any one component is removed fire cannot occur and thus if any one component of FutureGen, the power plant, the pipeline or the underground storage, cannot take place, the entire project cannot happen.

FutureGen has completed a Sourcing Agreement for the 2013 Draft Power Procurement Plan under the Illinois Power Agency’s mandates and thus is in consideration and approval by the ICC.

I believe it that the ICC should exercise due diligence for the benefit of Illinois citizens, taxpayers and rate payers especially when it comes to new technology such as FutureGen’s retrofit project.

The IPA’s 2013 Power Procurement Plan filed for comment on 8/15/12 and FutureGen’s Clean Coal Sourcing Agreement included in Appendix III and IV contains some ambiguity between them and both are lacking in pertinent information needed for the IPA and the ICC to make a valid decision.

1. The ambiguity comes in two areas of FutureGen’s discussion. These relate to the amount

- a. Of power from the retrofit. FutureGen states in places that the output is 200 MW (page 9 definition of "Project" of the Power Purchase Agreement) for the plant. Then it states that the output is 166MW (Appendix III slide 2). I believe the pre-retrofit output of the power plant is 200+MW and after the retrofit the actual output is in the neighborhood of 166 MW giving an energy penalty of about 40MW.
 - b. Of the amount of CO2 that is to be sequestered in Morgan county. Initial hype used to entice landowners indicated that 1.3 million metric tons would be sequestered annually. In a meeting where FutureGen's lawyer and lobbyist, Kyle Berry spoke to the League of Women Voters in Jacksonville in March of 2012, the amount was revised downwards to 1 million metric tons.
 - c. Are these initial amounts hype to sell to landowners and businessmen to win them over to the project and then once the landowners and businessmen are on board, switch to more realistic numbers?
2. Page 11 of the IPA plan filed for comment on 8/15/12 indicates that the IPA does not anticipate the operation of a retrofit clean coal facility (FutureGen) until 2017 so the cost cap will not be considered except in a general sense. How can the IPA/ICC effectively include this FutureGen Sourcing Agreement in the determination of power requirements and costs without looking at a cost cap not in general terms? If costs are not known, then how can a plan be made?
3. This 2017 operation year of the clean coal facility is based upon what? Is it from data from FutureGen? Please keep reading.
4. Page 49 of the Public Filing on 8/15/12 indicates acknowledgement of the ultimate impact of municipal aggregation. I find that it is amazing that a city/developmental authority who solicited, secured, and promoted a retrofit oxy-combustion, pipeline, and sequestration project decided to put on the primary ballot a referendum for voter approval to have the city fathers negotiate a better power rate with someone other than Ameren, who actually holds FutureGen's option to buy the unit for the retrofit. Before the ICC approves the sourcing agreement with FutureGen, the ICC should have a better understanding of the impact of the municipal agreements on the utility retail load. If the power purchased under the sourcing agreement for 2013 cannot be sold, then WHY buy it. I believe that the IPA's exceptions to long term products and unit specific contracts recommending approval of the power purchase agreement with FutureGen be deferred until more data is in on municipal aggregation when there is a better understanding of this impact from which an informed decision can be made for the betterment of Illinois citizens and taxpayers.

5. Even though under Illinois mandates that the IPA has to include the final sourcing agreement in the 2013 Procurement Plan, I feel that the 2014 Procurement Plan is better timing for inclusion.

Comments on IPA's Appendix III

6. The Presentation 3/6/12 is just that, a presentation full of general gloss over statements.
 - a. Besides 1. a. above on the output of 166 MWe which does not indicate the energy penalty of approximately 40 MWe
 - b. The gloss over indicates FutureGen as both the power station owner and the CO2 transport and storage owner. (Slide 5) Yet in Appendix IV, there transport and storage seems to be transferred to an affiliate with a CO2 transport and storage agreement with a CO2 transport and storage provider.

Appendix IV – Clean Coal Sourcing Agreement as Proposed by the FutureGen Alliance 08/13/12 which contains the Power Purchase Agreement between FutureGen Industrial Alliance and (Buyer)

7. (Looking at Appendix IV of the Procurement Plan which is the PPA between FutureGen Industrial Alliance and (Buyer). I am especially concerned with the following in FutureGen's PPA:
 - a. Page 1, Paragraph C: Pursuant to the Cooperative Agreements, SELLER or an AFFILIATE of SELLER will also develop...storage reservoir project located in Morgan County...: Landowners have agreements with FutureGen and NOT an affiliate to store CO2. This should be more specific.
 - b. Page 1 Recital C and Page 13: paragraphs 2.1 (a)(vi) and 2.2 (a)(iii):

“Seller has entered into a CO2 Services Agreement or otherwise has rights sufficient for the transport and storage of CO2 produced at the Project for a term no less than the Term of this agreement, and the Transportation and Storage Project is available to receive deliveries of CO2 from Seller on a commercial basis”; Reaffirms my 7.a above. There is discrepancy in terms between the Presentation, page 1 of the PPA and page 11 of definition of “seller” as this clearly indicates the seller enters an CO2 Services Agreement with a CO2 Services Provider...yet according to the Presentation that FutureGen is the owner of the transport and Storage so how it enter an agreement with itself? Is this double talk?

- c. Page 3 under Definitions, CO2 Services Agreement and CO2 Services Provider: again, FutureGen seems to be transferring the original ownership to another entity. Landowners should be protected.
8. Page 1 Recital D states, "Seller is organized for the purpose of developing, owning and maintaining the Project and will incur all costs associated with that purpose; and on Page 15 3.1 "(i) the Parties intend that the payments by Buyer under this agreement will fully compensate Seller for all Project Costs as finally determined by Seller from time to time;" and Page 16 3.2 d. "... Buyer's full recovery of the Contract Price for the term of this agreement from Buyer's Eligible Retail Customers ..." Does this mean that the total cost of the ENTIRE FUTUREGEN ACTIVITY will be passed on to Illinois taxpayers and rate payers? There are two states that I know that are looking for CO2 to sequester for Enhanced Oil Recovery. This is an opportunity for FutureGen to sell the captured CO2 and sell it to offset construction and operating costs and not sequester the CO2 under Illinois breadbasket farmland.
9. Page 5, Environmental Attributes definition: implementing the UNFCCC or the Kyoto Protocol or their successors or crediting "early action" emissions reduction.... Did the US sign the Kyoto Accord?
10. Page 13 2.1 of Appendix IV Conditions Precedent which references Exhibit 3.1 (a)(i):

Which states "that the seller has obtained all Governmental Authorizations in Exhibit 3.1 (a) (i) required for" Please read more below.
11. Also stated on page 13: paragraph 2.1 (b) the conditions precedent in this section 3.1 are for the benefit of the Buyer and the Buyer may waive any or all of these conditions." Nothing like allowing the seller (FutureGen) to not obey the mandated laws. The Buyer does not have the authority to grant a waiver. **What section is REALLY referenced 2.1 or 3.1 a. (i)?** This very confusing and I believe a numbering referencing error has occurred. This error should be identified and corrected. The wording should read in the interest of public and environmental safety:

*"The conditions precedent in this section **3.1 (meaning all mandated permits and governmental authorizations)** are for the benefit of public safety, environmental safety, as well as the Buyer, and the Buyer shall not waive any or all of these conditions."*
12. Page 23, "6.3. **Governmental Authorizations.** Seller shall use Commercially Reasonable Efforts to obtain and maintain all Governmental Authorizations necessary to construct,

operate and maintain the Project in accordance with its obligations under this agreement, and shall pay its respective charges and fees in connection therewith.

This paragraph should read: 6.3. Governmental Authorizations. Seller shall identify, obtain and maintain all Governmental Authorizations necessary to construct, operate and maintain the Project and the Transportation and Storage Project as well in accordance with its obligations under this agreement in keeping with applicable law, and shall pay its respective charges and fees in connection therewith.

There should be no “ifs, ands, or buts” as to obtaining and maintaining the proper permits for the entire project. I believe that if FutureGen cannot obey “Applicable Laws”, i.e. Illinois Laws and Federal laws, as to permitting, then it should not be allowed to do business in the State of Illinois. It should not be able to hide under the guise of:

““Commercially Reasonable” or “Commercially Reasonable Efforts” means, with respect to any decision or other action made, attempted or taken by a Party, those efforts that a reasonably prudent business would undertake for the protection of its own interests under the conditions affecting that decision or other action including with respect to Project design and operation, electric system safety, the amount of notice of the need to take a particular action, the duration and type of the action, and the commercial and regulatory environment in which such decision or other action occurs. Commercially Reasonable or Commercially Reasonable Efforts will be reviewed and determined based upon the facts and circumstances known, or which could have been known with the exercise of reasonable efforts, at the time that an action is taken and will not be based upon a retroactive review by a Party or any tribunal of what would have been optimal at that time.”

I also believe that FutureGen should be mandated to **secure** all permits as required by both state and federal regulations and should not be exempt from any nor just only show that FutureGen has applied for permits under the guise of ‘Commercially Reasonable...’ They should secure all the permits.

Oxy-Combustion and Carbon Capture is a NEW PROCESS for the power plant and as such for the safety of Illinois citizens and taxpayers, this new process should be closely scrutinized by the Governing Authorities meaning all permits must be in hand by FutureGen before operations begin.

The reason we have the Kyoto Accord, the global warming and climate change debacle and other problems IS because in the past corporations, companies and such have done what is good for the bottom line and not what is good for the environment. IF this is to be SO good for climate change, then why break the rules and not have permits in hand?

If FutureGen cannot agree to this, they are in the wrong business in my opinion.

13. Page 26, 9.4 Survival: "All...obligations...will survive the termination of this agreement." Does this mean that IF the contract is terminated that FutureGen will still be paid the financial obligations by the buyer? Please look at all the legalese of this part of the sourcing agreement. There should be a way for the buyer to terminate with just cause and not have to fulfill financial or other obligations.
14. Page 33, Document number 16.10, Table of Contents number 23.7 Injunctive Relief reads as a threat: 16.10.

Injunctive Relief. Disclosure, communication or use of Confidential Information by the receiving Party **not permitted by this agreement may cause irreparable harm and result in significant damages to the disclosing Party**, and such harm and monetary damages may be difficult to ascertain or insufficient. In the event of any breach or threatened breach of this agreement by the receiving Party or any of its representatives, the disclosing Party and each of its Affiliates has the right, without the posting of a bond or other security, to equitable relief including specific performance and temporary, preliminary and permanent injunctive relief in addition to any other remedies that may be available to the disclosing Party or its Affiliates at law or in equity.

To me this is very threatening and confusing. I really think this could be worded differently. "Disclosing Party", "Receiving party", or "their representatives" are not defined in the definitions.

15. Page 34, Survival of Obligations: This is sort of the restatement of 14. Above. Survival of Obligations. Cancellation, expiration, or earlier termination of this agreement will not relieve either party of obligations, including warranties, remedies or indemnities, that by their nature should survive such cancellation, expiration, or termination which obligations will survive for the period of statute(s) of limitations.

Does this mean that if FutureGen signs this agreement before it has all permissions, permits etc. that the Buyer has to purchase given the terms in this agreement? It

seems that FutureGen obligates the buyer to fulfill the agreement no matter what and that FutureGen is guaranteed to proceed with or without all permits.

16. Page 1, Exhibit 1.1-B Project Costs under Fixed Operations and Maintenance – Carbon Transport and Storage (fixed portion only) Note: that this is part of the project costs and is defined on page 2 of Exhibit 1.1 C Project Description and is an integral part of the project as stated above.
17. Exhibit 1.1 C is also missing some very important information on the “Project”.
 - a. Flue gas NOx removal information is missing
 - b. CO2 removal and/or compression information is missing
 - c. Where do the NOx, SOx, mercury, and particulate go after capture? This aspect should be identified.
18. From page 13 2.1 which states “that the seller has obtained all Governmental Authorizations in Exhibit 3.1 (a) (i) required for”

The Exhibit 3.1 (a) (i) list is incomplete and should include the following as well as those listed in Exhibit 3.1 (a) (i):

- a. Record of Decision by the DOE under NEPA and the EIS procedure as stated on pages 29728 through 29732 of the Federal Register Vol. 76, No.99/Monday May 23, 2011 Notices.
 - i. No ROD by the DOE has been given for the Morgan County site as of yet.
 - ii. As of the current NEPA Schedule of Key Environmental Impact Statements dated 15 August 2012, the FutureGen Draft EIS is “Under Development into 2013”
 - iii. FutureGen did not start ANY activity in the Mattoon area until AFTER the ROD by the DOE based on the final EIS and ROD by the Department of Energy. All are available online. Why is FutureGen acting like it has the ROD and all the permissions?
- b. No governmental authorizations are listed for the Carbon Transport and Storage Project part of FutureGen. The mandated authorizations should be included in this sourcing agreement as these authorizations can influence/delay the outcome of the entire FutureGen Project as stated above and should be included as the Carbon Transport and Storage Project is listed as an expense. According

to Document 3.2 v or Table of Contents 5.2 v: ***“Storage Costs: The Commission may review CO2 storage costs to be included in the Formula Rate, which may include costs incurred to capture CO2, compress CO2; build, operate, and maintain a storage site in which CO2 may be injected; build, operate, and maintain a CO2 pipeline; transport the CO2 to a storage site or a pipeline; inject CO2; and perform monitoring, verification and other activities associated with carbon capture and storage.”*** Storage costs should be included in the Formula Rate, so there are Government Authorizations associated with these costs and with that the proper permitting should be listed.

- c. These transportation and storage authorizations which should be included are but not limited to:
 - i. Pipeline approval from Illinois Commerce Commission.
 - ii. UIC Class VI Well Permit from the US EPA Region 5.
- d. Since the “Project” will be using more coal due to the high energy penalty, the amount of coal slag produced will have to be dealt with and proper permits secured.

When Ameren pulled out of the FutureGen project, FutureGen then decided to exercise an option to purchase the Ameren unit. FutureGen then stated that Ameren would continue to assist with permitting. Is Ameren going to train FutureGen in the permit process for the future?

- 19. FutureGen is proceeding with land acquisition and owner commitment as well as indicating, through press releases, that it is seeking permits from relevant governmental authorities but in fact, when the governmental authorities that have been recently contacted about such permit applications, none under the FutureGen name have been received except for the characterization well.
- 20. The page numbers and section or paragraph numbers used in the Table of Contents of the Unit Contingent Power Purchase Agreement do NOT correspond to the numbering system used in the main document. This leads to confusion and bad referencing. This would explain some of the reference errors I found and finally deciphered. After writing this, I went line by line with the Table of Contents and the document. These are my post writing comments.
 - a. Table of Contents numbers 3.1 and 3.2 are numbers 2.1 and 2.2 in the document. Please see my number 8 and number 11 above.
 - b. Table of Contents numbers 15.1 and 15.2 are in reality within the document 11.1 and 11.2. See the confusion I had in my number 12 above.

- c. Page 27 of the document, 11.1 b references 15.1. 15.1 only exists as a listing in the table of contents.
- d. Page 27 of the document, 11.2 references 15.2 but 15.2 only exists as a listing in the table of contents.
- e. Page 31, Paragraph 12.4 references Section 18.4. 18.4 only exists as a listing in the table of contents but corresponds to 12.4 in the document.
- f. Table of Contents number 11 or document number 7 is (Reserved). Why does FutureGen need to have an open number?

I believe that this is the Unit Contingent Power Purchase Agreement between FutureGen Industrial Alliance, Inc. and Buyer, contains many gross errors. Legally, no Buyer should sign a contract with this many errors nor should the IPA and the ICC approve the document as written. With such a document submitted by FutureGen, I believe that FutureGen's inclusion in the IPA's 2013 Electricity Procurement Plan is premature and the inefficient use of time and resources at this particular time. I also feel that the IPA or the ICC should have the FutureGen's PPA reviewed by an independent legal counsel or the State Attorney to protect the citizens of Illinois.

21. Under Docket 11-0660 of the Illinois Commerce Commission for the Illinois Power Agency. FutureGen through Kyle Barry submitted a Response to the IPA's Power Procurement Plan. In this On October 3, 2011, FutureGen's lawyer, lobbyist, and intervener, wrote a response to The Illinois Commerce Commission on the Illinois Power Agency's Petition for Approval of Initial Procurement Plan. In the Response, FutureGen recommended that the ICC modify the general specification for CO2 Storage Rights to the following:

"Demonstrate substantial progress toward obtaining executed option agreement(s) or ownership of sufficient pore space in the Mount Simon seep saline geologic storage formation to support at least 20 years of CO2 storage or for the duration of the proposed Power Purchase Agreement, whichever is greater."

FutureGen, when securing pore space initially, indicated that the CO2 would be sequestered for 30 years not 20! Landowners who signed are thinking 30 not 20 years of promised income. I cannot verify that the Power Procurement Plan was changed but I feel that the citizens of Illinois, especially the landowners concerned with the pore space right should be given the truth.

22. I feel that another modification of the Power Procurement Plan requested by FutureGen concerning the PSD (Air) Permit which they propose:

“Demonstrate that a PSD (Air) Permit, if required, has either been issued or an application has been filed with the Illinois EPA.” I feel this request is not valid.

It appears to me with the above statement FutureGen feels that since there will be near zero level of NO_x, SO_x, and CO emissions produced by the clean coal that they do not need to be held accountable for PSD permitting. It is neither up to the IPA nor the ICC to make that determination. It is up to the Illinois EPA especially for new technology and process at the power plant.

Since this is new technology no assumptions can be made about the emissions. Only through testing and permitting can the real emissions be determined. Until such time as this has been thoroughly tested, FutureGen should follow all permitting rules, regulations, and protocols, by governing authorities.

There are many people who think the way I do and are against the entire FutureGen activity...the retrofit, the pipeline, and especially the geologic storage of CO₂ under Illinois breadbasket farmland.

This project is meant to help avert climate change BUT it will only remove approximately 0.0004 ppm of the green house gas CO₂ from the atmosphere **per year** with the annual injection of approximately 350 million gallons (given the new number of 1 million metric tons per year) of high pressure compressed liquefied CO₂ into a saline subsurface layer of Illinois. In addition, the sequestered CO₂ will displace 350 million gallons of brine annually and cause an increase in pressure in Illinois' subsurface layers. ¹

Worse yet, think of the total number of gallons needed be sequestered to make an appreciable difference in green house gas CO₂ emissions to affect climate change. Can the earth withstand such abuse?

1. http://esd.lbl.gov/FILES/about/staff/quanlinzhou/Paper18_PDF.pdf and http://esd.lbl.gov/FILES/about/staff/quanlinzhou/Paper19_PDF.pdf

Note: ppm (parts per million) data and 350 gallons/metric ton calculated from Praxair MSDS and confirmed by ADM's Illinois sequestration project.