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STATE OF CALIFORNIA

**State Energy Resources Conservation
and Development Commission**

In the Matter of:

**WILLOW ROCK ENERGY STORAGE
CENTER**

Docket No. 21-AFC-02

**JOINT STATEMENT OF GEM A-CAES LLC
AND
CALIFORNIA UNIONS FOR RELIABLE ENERGY**

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**JOINT STATEMENT OF GEM A-CAES LLC
AND
CALIFORNIA UNIONS FOR RELIABLE ENERGY**

GEM A-CAES LLC and California Unions for Reliable Energy (“CURE”) (collectively, the “Parties”) are pleased to announce that they have reached an agreement to resolve the major environmental issues raised by CURE concerning GEM A-CAES LLC’s proposed Willow Rock Energy Storage Center project (“Project”) in Kern County, California. The agreement reflects a compromise between the Parties on disputed issues relating to the environmental review and proposed mitigation for the Project. The Parties jointly propose to the California Energy Commission that certain additional mitigation measures be adopted as conditions of certification (“COC”) in the Commission’s Certification of the Project.

As a result of this Agreement, GEM A-CAES LLC has agreed to the following measures:

Biological Resources

1.1 Swainson’s Hawk

The Applicant shall provide funding in the amount agreed to by the Parties to a nonprofit organization dedicated to preserving and protecting Swainson’s hawk habitat in the Antelope Valley. The organization will be a 501(c)(3) non-profit corporation to be selected at the discretion of CURE. The funding shall be payable within 60 days following a final decision by the Commission granting certification of the Project.

1.2 Western Joshua Tree

1.2.1 The Applicant shall provide a revised Joshua Tree census that accounts for: (a) all western Joshua Trees (“WJT”) that could be directly impacted by the Project; (b) all WJT within 50 feet of the WRESC site and laydown/staging area; and (c) all WJT within 50 feet of the gen-tie line and associated access roads. If the final gen-tie route has not been selected, the revised census shall include the preferred gen-tie route and route options.

1.2.2 The results of the revised Joshua Tree census shall be reviewed by an independent third party consultant selected by CURE. The applicant and CURE will meet,

confer, and agree upon the scope of work and methodology for the independent third party review.

- 1.2.3 The third party consultant shall conduct sampling to review the results of the census. The Applicant shall fund the sampling work and associated analysis (not to exceed \$15,000). To facilitate the sampling and analysis, the Applicant shall provide the consultant with all pertinent GIS data.
 - 1.2.4 The Applicant shall review the sampling results with the third party consultant and incorporate revised data into the Joshua Tree census as warranted.
 - 1.2.5 The results of the revised census shall be provided to CEC staff, CDFW, CURE, and all intervenors. The results shall be incorporated into the Western Joshua Tree Relocation Plan in COC BIO-12.
 - 1.2.6 All WJT within 50 feet of ground disturbance areas shall be considered permanently impacted and mitigated in accordance with the terms of the Commission's Final Decision.
- 1.3 Rare Plants
- 1.3.1 The Applicant shall clarify which areas were surveyed using methods that adhered to the CDFW botanical survey protocols. The Applicant shall provide CURE with GPS data.
 - 1.3.2 The Applicant shall conduct protocol-level botanical surveys in all portions of the sensitive plant study area that were not subject to protocol-level surveys in either 2023 or 2024. However, the survey buffer around the project area may be reduced to 200 feet.
 - 1.3.3 The Applicant shall conduct appropriately timed surveys to determine the current presence, distribution, and abundance of alkali mariposa lily at locations along the preferred gen-tie route where the species was previously documented (CNDDDB EONDX 85119, 85123, and 85124).
 - 1.3.4 The Applicant shall provide CEC staff, CDFW, CURE, and all intervenors with precise information on the distribution and abundance of all special-status plants

detected during the Applicant's surveys. These surveys shall be the basis for the pre-construction baseline levels of CRPR 1 and 2 plants, as discussed in section 1.3.5.

- 1.3.5 The Applicant shall provide compensatory mitigation for all CRPR 1 and 2 plants impacted by the Project as per COC BIO-11 if Project activities result in the loss of more than 10% of the population on "lands owned or controlled by the Applicant," defined as all CRPR 1 and 2 plants of a species on the WRESC Project site (including parcels P1, P2 North, P2 South and Villa Haines). To assess the extent of potential loss of populations, the Applicant shall conduct annual monitoring of CRPR 1 and CRPR 2 plants on lands owned or controlled by the Applicant and lands within 200 feet of areas subject to ground disturbance associated with the Project, so long as site access on the lands of others is granted. Such annual monitoring shall occur for 5 years following cessation of construction activities. Monitoring data shall be used to inform remedial actions (or adaptive management measures) if needed to maintain health and persistence of the CRPR 1 and CRPR 2 plant population(s) affected on the applicant's owned or controlled lands. The monitoring results, and any necessary remedial actions, shall be reported in the Annual Monitoring Report required under COC BIO-11. If after the end of the 5-year monitoring period, the size of the CRPR 1 or CRPR 2 plant population has declined by more than 10% (compared to the pre-construction baseline level) on lands owned or controlled by the applicant, the Applicant shall either take actions to restore those populations to pre-construction baseline level on the applicant owned or controlled lands or implement the compensatory mitigation described in COC BIO-11.

Noise

- 1.1 COC NOISE-4 will be revised to include documentation of the post-construction and pre-operation conditions for at least two nighttime periods under calm or low wind conditions. The noise survey must include 1/3 octave band analysis of the entire nighttime period from 10p.m. to 7a.m. on both nights, with several high quality sound samples recorded over 15 to 30 minute periods. These pre-operations conditions must be documented at receptor locations NSA-7 and NSA-5.

- 1.2 To the extent the analysis described above disclose noise and/or vibration impacts in excess of applicable significance guidelines, such impacts shall be mitigated to the greatest extent feasible.

Air Quality/Valley Fever

In addition to COCs Worker Safety-7 and PH-1 set forth in the PSA, the Applicant shall also implement the following measures:

- 1.1 Half-face respirators equipped with N-100 or P-100 filters shall be made available to on-site workers during construction-related earth-moving activities.
- 1.2 During construction phases involving earth-moving activities, workers shall be provided with coveralls daily, lockers (or other systems for keeping work and street clothing and shoes separate), and daily changing and showering facilities. Clothing should be changed after work every day, preferably at the work site.