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GENERAL PUBLIC ADMITTANCE TO ADJUDICATIVE RECORD MASTER LIFE-CYCLE MITIGATION AND MULTI-JURISDICTIONAL INDEMNIFICATION FRAMEWOR

Additional submitted attachment is included below.

DATA CENTER 26SPPE01
GENERAL PUBLIC ADMITTANCE TO ADJUDICATIVE RECORD: MASTER LIFE-CYCLE MITIGATION AND MULTI-JURISDICTIONAL INDEMNIFICATION FRAMEWORK including Prohibitions

FORMAL PUBLIC COMMENT AND MITIGATION DEMAND
DATE: September 23, 2026
TO: California Energy Commission, Docket Unit
PROJECT: RB Inyokern Data Center Project (Phase 1)
DOCKET NUMBER: 26-SPPE-01
SUBJECT: Comprehensive Lifecycle Demand Framework: Multi-Jurisdictional Indemnification, Sensitive Receptor Shields, Indirect Water Accountability, Utility Fee Pass-Through Prohibitions, Non-Transferable Remittance Reversion Clauses, Code Violations, and Enforcement Recourse
To the Presiding Committee and Commission Staff:
As a **local resident, property owner, taxpayer, and utility ratepayer** in the Indian Wells Valley, I am submitting this formal public comment to register my deep concerns regarding the proposed **RB Inyokern Data Center (RBIDC)**.
Our rural desert communities cannot absorb the massive, unmitigated resource demands of this industrial project. Under the **California Environmental Quality Act (CEQA)**, a project's lifecycle impacts must be evaluated globally to prevent private developers from socializing heavy utility, infrastructure, and resource costs onto the backs of local citizens, families, and public agencies [26-SPPE-01].
Therefore, we demand that the **California Energy Commission (CEC)** and **Kern County** codify the following entire framework directly into the project's **Conditional Use Permit (CUP)**. These conditions must permanently **run with the land for an indefinite period**, making the recycling, financial, and mitigation liabilities an inseparable package attached directly to the real estate deed. **The covenant stays with the land permanently and cannot be broken, severed, or separated from it during any subsequent sale or transfer of ownership.**

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1. The Energy-Water Paradox: Accountability for Indirect Water Use
The applicant's current plan narrows its scope to *direct* water draw from our critically overdrafted aquifer. As a local property owner relying on this basin, I consider this a severe legal omission.

- **The Footprint:** Operating a continuous 99-megawatt (MW) IT server load requires approximately **867.2 million kilowatt-hours (kWh)** of electricity annually. At the California grid average of **0.25 gallons of water per kWh generated**, this facility will consume **216,810,000 gallons of water indirectly** every year at regional power production sites.
- **The Mandate:** The developer is exclusively responsible for this entire resource footprint. **Indirect water costs must not be passed onto local well users, taxpayers, or ratepayers.** To offset this, the developer must secure 100% bundled, water-neutral renewable energy (such as local solar-plus-storage) that eliminates evaporative power-generation cooling.

2. Prohibition on Utility Fee Pass-Throughs

As a Southern California Edison ratepayer, I refuse to subsidize this data center's massive electricity footprint. The primary electric utility provider, alongside all indirect electric utility companies, sub-transmission providers, wholesale generators, and grid operators supplying power to this project, are strictly prohibited from shifting costs.

No utility fees, grid-interconnection infrastructure costs, transmission upgrade premiums, peak-load surcharges, or environmental compliance penalties related to the data center's power demand or indirect water usage shall be passed through to, or levied upon, any local resident, ratepayer, or municipal entity. All infrastructure costs must be billed directly and exclusively to the data center operator.

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3. Non-Transferable 3% Gross Earnings Remittance & Reversion Covenant

To offset severe strain on our local infrastructure and protect our property values, this framework mandates an inseparable **3% Gross Earnings Municipal Remittance** built directly into the property's CUP.

- **Collection and Distribution Channel:** This continuous 3% gross earnings remittance is to be formally collected through the **Kern County Assessor's Office**. The full amount is to be paid directly to the **Ridgecrest, CA / County of Kern General Fund** and then specifically allocated and mitigated to **Inyokern**.
- **Targeted Inyokern Fund Use:** These funds are restricted exclusively for Inyokern's preservation and growth, including:
    - Ongoing municipal **infrastructure maintenance** within the township.
    - Future **build-out projects** specifically designed to bring sustainable businesses and jobs into Inyokern.
    - Urgent **Inyokern Township safety** improvements and public services.
    - Funding, maintenance, and expansion needs for the **Inyokern Airport**.
- **The Anti-Transfer & Reversion Protection Clause:** The Township of Inyokern's designated share of this gross earnings remittance is strictly non-assignable and non-transferable to any outside third party, private enterprise, or entity other than the **City of Ridgecrest**.
- **The Reversionary Trigger:** If the Township of Inyokern, or any administrative body oversight thereof, attempts to assign, transfer, sell, pass on, or defer its allocated share of the 3% gross earnings remittance to any entity other than the City of Ridgecrest, **its share shall immediately and automatically revert in its entirety to the City of Ridgecrest**.
- **High-Rate Renegotiation Mandate:** Upon execution of this automatic reversion, the City of Ridgecrest shall assume 100% control over the reverted share. The city shall hold the explicit legal right to renegotiate the total remittance package with the current data center owner at a **higher percentage rate, but strictly under no circumstances lower than the original 3% baseline framework**.

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4. Full Multi-Jurisdictional Indemnification Package

Responsibility for the project's direct and indirect resource lifecycles must rest solely on the data center developer. No operational, mitigation, or infrastructure costs may be transferred to any of the following civic and governmental entities:

- **State of California Entities:** Complete protection of the State General Fund, the California Department of Water Resources (DWR), and the California Department of Toxic Substances Control (DTSC). The developer must fully bond all future e-waste recycling and universal waste compliance costs, ensuring the state never inherits stranded industrial liabilities.
- **County of Kern Entities:** Complete insulation of the Kern County Board of Supervisors, the Planning Commission, and county taxpayers from infrastructure repair, road degradation, or emergency services inflation.
- **Local Town and Unincorporated Entities:** An absolute financial guarantee protecting private well users in the **Township of Inyokern** from groundwater drawdown, well-deepening costs, or extraction penalties levied by the **Indian Wells Valley Groundwater Authority (IWVGA)**.
- **Municipal and City Entities:** The **City of Ridgecrest** (formal legal Intervenor), its municipal water utilities, and its residents must be completely indemnified against cascading utility rate increases or regional water shortages driven by this project's energy-water nexus.

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5. Community Mitigation & Mandatory Engineering Standards

To protect the area's sensitive receptors, including our families and children, the data center must transition away from standard, high-impact industrial builds. The developer must fund and construct the following infrastructure at their sole expense:

- **New Inyokern Educational Facilities:** Construct state-of-the-art schools in Inyokern engineered with **acoustic sound isolation** (triple-pane acoustic glazing maintaining interior levels below 45 dBA to block server hum), **seismic vibration proofing** (elastomeric pads blocking ground-borne machinery hum), and multi-stage **HEPA/activated carbon air scrubbers** to filter 99.97% of airborne particulate matter

  (PM2.5cap P cap M sub 2.5 ` $PM2.5$ and PM_{10}) from the 40 proposed 3MW diesel backup generators (alleged). This doesn't include PHASE 2.

- **Industrial Facility Containment:** The data center facility itself must integrate a **100% closed-loop "dry cooling system"** to drop direct local water extraction to zero, complete soundproof structural casing, and **aerodynamic heat shielding** to eliminate vertical thermal plumes that disrupt airspace for Inyokern Airport and NAWS China Lake.

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6. Code Violations and Legal Recourse for Non-Compliance

Any departure from these mandates shall immediately constitute a formal **Code Violation under Kern County Code of Ordinances (Title 19: Zoning)** and **California Public Resources Code Section 21167**. Failure to comply with water thresholds, pass-through utility fee prohibitions,

financial remittances, reversionary clauses, or environmental shields will immediately trigger the following legal remedies:

1. **Administrative Stop Work Orders:** Immediate issuance of a Cease and Desist Order by Kern County Code Enforcement, shutting down all data-processing server operations until compliance is verified.
2. **Conditional Use Permit Revocation:** Automatic revocation proceedings of the facility's operational CUP if any violation remains uncured for more than 30 business days.
3. **Liquidated Damages:** Financial penalties of no less than **$50,000 per day per violation**, distributed directly to the affected local municipalities.
4. **Injunctive Relief:** Explicit legal authorization for the City of Ridgecrest, the County of Kern, or local taxpayer coalitions to file for immediate, court-ordered grid disconnection at the developer's sole expense.

As individuals who live, work, and pay taxes in this valley, we will not accept a framework where a private tech enterprise reaps the profits of data processing while transferring the heavy resource and financial burdens onto our backs. We urge the Commission to deny the SPPE and force a comprehensive Environmental Impact Report (EIR) that calculates and mitigates the whole lifecycle of this project across every affected jurisdiction.

Respectfully submitted,

Bonnie DeRosa
Local Resident, Property Owner, Taxpayer, and Ratepayer
thebluerosa@yahoo.com / 661-817-3294