

## INTRODUCTION AND SUMMARY

### HHSEGS ALTERNATIVE TO CONDITION OF CERTIFICATION BIO-15

HHSEGS Condition of Certification **BIO-15** is based on the revisions to the CEC Avian Protection Plan Condition (typically numbered “BIO-16” in prior documentation as a “standard” CEC avian Condition). This standard CEC condition was included in the Blythe Solar Power Project, the Genesis Solar Energy Project, and the Rice Solar Energy Project.

For the reasons outlined in the Applicant’s Testimony in the Hidden Hills Solar Electric Generating System (HHSEGS) record, HHSEGS does not believe that the Project will result in significant impacts to avian and bat species that should warrant a significant departure from of the approach outlined in the previously utilized “standard” CEC Condition **BIO-16**.

However, in order to cooperate with the agencies, HHSEGS is willing to utilize and adapt the version of standard condition **BIO-16** that has been developed and proposed for the Palen project and to replace HHSEGS **BIO-15** with the following three Conditions of Certification to address the issues surrounding potential impacts to avian and bat species: BIO-A, BIO-B, and BIO-C. This comprehensive suite of measures provides: (1) habitat compensation, (2) migratory bird and raptor enhancement and conservation strategies, and (3) a robust monitoring and adaptive management framework.

**PROPOSED CONDITION LANGUAGE FOR BIO-A, BIO-B, AND BIO-C TO  
REPLACE THE HHSEGS FSA CONDITION BIO-15**

**AVIAN AND BAT HABITAT COMPENSATION**

***BIO-A To mitigate for potential avian and bat impacts, the Project owner shall provide compensatory mitigation prior to commercial operation of the first unit for 3,274 acres, adjusted to reflect the final Project footprint. For purposes of this condition, the Project footprint means all lands disturbed in the construction and operation of the HHSEGS solar field and power generation facilities, including undeveloped areas inside the Project's boundaries that will no longer provide viable long-term habitat for avian and bat species. To satisfy this condition, the Project owner shall acquire, protect, and transfer 1 acre of habitat for every acre of habitat within the final Project footprint, and provide associated funding for the acquired lands, as specified below. Condition BIO-25 may provide the Project owner with another option for satisfying some or all of the requirements in this condition. In lieu of acquiring lands itself, the Project owner may satisfy the requirements of this condition by depositing funds into the Renewable Energy Action Team (REAT) Account established with the National Fish and Wildlife Foundation (NFWF), as provided below in section 3.i. of this condition.***

***The timing of the mitigation shall correspond with commercial operation of the first unit. If compensation lands are acquired in fee title or in easement, the requirements for acquisition, initial improvement and long-term management of compensation lands include all of the following:***

***1. Selection Criteria for Compensation Lands. The compensation lands selected for acquisition in fee title or in easement shall:***

***a. be reasonably biologically comparable to the habitat lost or degraded by the Project footprint to assist in the conservation and enhancement of avian and bat populations in the vicinity of the project and throughout the region;***

***b. be prioritized near larger blocks of lands that are either already protected or planned for protection, such as DWMA's within the Eastern Mojave Recovery Unit, or which could feasibly be protected long-term by a public resource agency or a non-governmental organization dedicated to habitat preservation;***

*c. not have a history of intensive recreational use or other disturbance that does not have the capacity to regenerate naturally when disturbances are removed or might make habitat recovery and restoration infeasible;*

*d. not be characterized by high densities of invasive species, either on or immediately adjacent to the parcels under consideration, that might jeopardize habitat recovery and restoration;*

*e. not contain hazardous wastes that cannot be removed to the extent that the site could not provide suitable habitat; and*

*f. have water and mineral rights included as part of the acquisition, unless the CPM, in consultation with CDFW and USFWS, agrees in writing to the acceptability of the land.*

**2. Review and Approval of Compensation Lands Prior to Acquisition.** *The Project owner shall submit a formal acquisition proposal to the CPM, and CDFW describing the parcel(s) intended for purchase. This acquisition proposal shall discuss the suitability of the proposed parcel(s) as compensation lands for avian and bat species in relation to the criteria listed above. Approval from the CPM, in consultation with CDFW and USFWS, shall be required for acquisition of all compensatory mitigation parcels.*

**3. Compensation Lands Acquisition Requirements.** *The Project owner shall comply with the following requirements relating to acquisition of the compensation lands after the CPM, in consultation with CDFW and USFWS, have approved the proposed compensation lands:*

*a. Preliminary Report. The Project owner, or approved third party, shall provide a recent preliminary title report, initial hazardous materials survey report, biological analysis, and other necessary or requested documents for the proposed compensation land to the CPM and CDFW. All documents conveying or conserving compensation lands and all conditions of title are subject to review and approval by the CPM, in consultation with the CDFW and USFWS. For conveyances to the State, approval may also be required from the California Department of General Services, the Fish and Game Commission and the Wildlife Conservation Board.*

*b. Title/Conveyance. The Project owner shall transfer fee title to the compensation lands, a conservation easement over the lands, or*

*both fee title and conservation easement as required by the CPM in consultation with CDFW. Transfer of either fee title or an approved conservation easement will usually be sufficient, but some situations will require that both types of transfers be completed. Any transfer of a conservation easement or fee title must be to CDFW, a non-profit organization qualified to hold title to and manage compensation lands (pursuant to California Government Code section 65965) under terms approved by the CPM in consultation with CDFW. If an approved non-profit organization holds title to the compensation lands, a conservation easement shall be recorded in favor of CDFW in a form approved by CDFW. If an approved non-profit holds a conservation easement, CDFW shall be named a third party beneficiary.*

*c. Initial Habitat Improvement Fund. The Project owner shall fund the initial protection and habitat improvement of the compensation lands. Alternatively, a non-profit organization may hold the habitat improvement funds if it is qualified to manage the compensation lands (pursuant to California Government Code section 65965) and if it meets the approval of the CPM in consultation with CDFW. If CDFW takes fee title to the compensation lands, the habitat improvement fund must be paid to CDFW or its designee.*

*d. Property Analysis Record. Upon identification of the compensation lands, the Project owner shall conduct a Property Analysis Record (PAR) or PAR-like analysis to establish the appropriate long-term maintenance and management fee to fund the in-perpetuity management of the acquired mitigation lands.*

*e. Long-term Maintenance and Management Fund. The Project owner shall deposit in NFWF's REAT Account a capital long-term maintenance and management fee in the amount determined through the Property Analysis Record (PAR) or PAR-like analysis conducted for the compensation lands.*

*The CPM, in consultation with CDFW, may designate another non-profit organization to hold the long-term maintenance and management fee if the organization is qualified to manage the compensation lands in perpetuity. If CDFW takes fee title to the compensation lands, CDFW shall determine whether it will hold the long-term management fee in the special deposit fund, leave the money in the REAT Account, or designate another entity to manage*

*the long-term maintenance and management fee for CDFW and with CDFW supervision.*

*f. Interest, Principal, and Pooling of Funds. The Project owner, the CPM and CDFW shall ensure that an agreement is in place with the long-term maintenance and management fee holder/manager to ensure the following conditions:*

*i. Interest. Interest generated from the initial capital long-term maintenance and management fee shall be available for reinvestment into the principal and for the long-term operation, management, and protection of the approved compensation lands, including reasonable administrative overhead, biological monitoring, improvements to carrying capacity, law enforcement measures, and any other action designed to protect or improve the habitat values of the compensation lands.*

*ii. Withdrawal of Principal. The long-term maintenance and management fee principal shall not be drawn upon unless such withdrawal is deemed necessary by CPM in consultation with the CDFW or the approved third-party long-term maintenance of the species on the compensation lands. If CDFW takes fee title to the compensation lands, monies received by CDFW pursuant to this provision shall be deposited in a special deposit fund established solely for the purpose to manage lands in perpetuity unless CDFW designates NFWF or another entity to manage the long-term maintenance and management fee for CDFW.*

*iii. Pooling Long-Term Maintenance and Management Fee Funds. CDFW, or a CPM and CDFW-approved non-profit organization qualified to hold long-term maintenance and management fees solely for the purpose to manage lands in perpetuity, may pool the endowment with other endowments for the operation, management, and protection of the compensation lands for avian and bat species. However, for reporting purposes, the long-term maintenance and management fee fund must be tracked and reported individually to the CDFW and CPM.*

***g. Other expenses. In addition to the costs listed above, the Project owner shall be responsible for all other costs related to acquisition of compensation lands and conservation easements, including but not limited to title and document review costs, expenses incurred from other state agency reviews, and overhead related to providing compensation lands to CDFW or an approved third party; escrow fees or costs; environmental contaminants clearance; and other site cleanup measures.***

***h. Mitigation Security. The Project owner shall provide financial assurances prior to commercial operation of the first unit to the CPM and CDFW with copies of the document(s) to the USFWS, to guarantee that an adequate level of funding is available to implement the mitigation measures described in this condition. These funds shall be used solely for implementation of the measures associated with the Project in the event the Project owner fails to comply with the requirements specified in this condition, or shall be returned to the Project owner upon successful compliance with the requirements in this condition. The CPM's or CDFW's use of the security to implement measures in this condition may not fully satisfy the Project owner's obligations under this condition. Financial assurance can be provided to the CPM and CDFW in the form of an irrevocable letter of credit, a pledged savings account or another form of security ("Security"). Prior to submitting the Security to the CPM, the Project owner shall obtain the CPM's approval in consultation with CDFW and the USFWS, of the form of the Security. The actual costs to comply with this condition will vary depending on the final footprint of the completed Project, and the actual costs of acquiring, improving and managing the compensation lands.***

***i. NFWF REAT Account. The Project owner may elect to fund the acquisition and initial improvement of compensation lands through NFWF by depositing funds for that purpose into NFWF's REAT Account. Initial deposits for this purpose must be made in the same amounts as the security required in section 3.h. above, and may be provided in lieu of security. If this option is used for the acquisition and initial improvement, the Project owner shall make an additional deposit into the REAT Account if necessary to cover the actual acquisition costs and administrative costs and fees of the compensation land purchase once land is identified and the actual***

***costs are known. If the actual costs for acquisition and administrative costs and fees are less than described in Biological Resources Table 6b, the excess money deposited in the REAT Account shall be returned to the Project owner. Money deposited for the initial protection and improvement of the compensation lands shall not be returned to the Project owner.***

***The responsibility for acquisition of compensation lands may be delegated to a third party other than NFWF, such as a non-governmental organization supportive of desert habitat conservation, by written agreement of the CPM in consultation with CDFW. Such delegation shall be subject to approval by the CPM, in consultation with CPM in consultation with CDFW and USFWS, prior to land acquisition, initial protection or maintenance and management activities. Agreements to delegate land acquisition to an approved third party, or to manage compensation lands, shall be implemented within 18 months of the Energy Commission's approval of the third party.***

***Verification: If the mitigation actions required under this condition are not completed prior to commercial operation of the first unit, the Project owner shall provide the CPM with an approved form of Security in accordance with this condition of certification no later than 30 days prior to commercial operation of the first unit. Actual Security shall be provided no later than 7 days prior to commercial operation of the first unit. If Security is provided, the Project owner, or an approved third party, shall complete and provide written verification to the CPM, CDFW, and USFWS of the compensation lands acquisition and transfer within 18 months after commercial operation of the first unit.***

***The Project owner may elect to fund the acquisition and initial improvement of funds for that purpose into NFWF's REAT Account. Initial deposits for this purpose must be made in the same amounts as the Security required in section 3.h. of this condition. Payment of the initial funds for acquisition and initial improvement must be made at least 30 days prior to commercial operation of the first unit.***

***No fewer than 90 days prior to acquisition of the property, the Project owner shall submit a formal acquisition proposal to the CPM, CDFW, and USFWS describing the parcels intended for purchase and shall obtain approval from the CPM prior to the acquisition.***

***No fewer than 30 days after acquisition of the property the Project owner shall deposit the funds required by Section 3e above (long term management and maintenance fee) and provide proof of the deposit to the CPM.***

***The Project owner, or an approved third party, shall provide the CPM, CDFW, and USFWS with a management plan for the compensation lands within 180 days of the land or easement purchase, as determined by the date on the title. The CPM shall review and approve the management plan for the compensatory mitigation lands, in consultation with CDFW and the USFWS.***

***Within 90 days after completion of all project related ground disturbance, the Project owner shall provide to the CPM, CDFW and USFWS an analysis, based on aerial photography, with the final accounting of the amount of habitat disturbed during Project construction. This shall be the basis for the final number of acres required to be acquired.***



## **AVIAN ENHANCEMENT AND CONSERVATION MEASURES**

**BIO-B** *The Project owner shall implement the following measure to conserve and enhance avian populations in the vicinity of the project and throughout the region:*

- (a) Regional Avian Electrocutation Risk and Cable Collision Avoidance Measures.** *Consistent with the DRECP framework (DRECP 2012), the project owner shall, prior to the commencement of commercial operations at the facility, fund the retrofitting of non-compliant utility poles in the vicinity of the project to APLIC (2006) standards or fund the installation of bird diverters in the vicinity of the Project. A total amount of \$300,000 will be provided for these enhancements. The funding shall be provided to an independent third party who will perform the actual retrofitting, pursuant to a Retrofit Plan approved by the CPM.*

*The Retrofit Plan will develop a tiered approach to minimizing electrocution and collision risk, wherein the first funding is applied to retrofit poles in areas where either mortalities are highest or area use is highest. The second tier of retrofitted poles would be areas of lesser importance. If funds remain available after first and second tier poles have been retrofitted, then the CPM may apply the remaining funds to other avian protection objectives outlined by the DRECP. As an alternative to the Retrofitting Plan and the use of a CPM-approved third party, the total funding can be accomplished by making a payment in the amount of \$300,000 to the National Fish and Wildlife Foundation's Bald and Golden Eagle Protection Act account.*

- (b) Additional Migratory Bird Conservation:** *The Project owner shall, prior to the commencement of commercial operations at the facility, pay \$500,000 to fund the activities of a CPM approved third party that will perform additional bird migratory bird conservation measures. Such measures shall be approved by the CPM and may include, but not be limited to: (i) restoration of degraded habitat with native vegetation; (ii) restoration of agricultural fields to bird habitat; (iii) management of agricultural fields to enhance bird*

*populations; (iv) invasive plant species and artificial food or water source management; (v) control and cleanup of potential avian hazards, such as lead or microtrash; (vi) retrofitting of buildings to minimize collisions; (vii) retrofitting of conductors and above ground cables to minimize collisions; (viii) animal control programs; (ix) support for avian and bat research and/or management efforts conducted by entities approved by the CPM within the Project's mitigation lands or other approved locations; (x) funding efforts to address avian diseases or depredation due to the expansion of predators in response to anthropomorphic subsidies that may adversely affect birds that use the mitigation lands or in other approved locations; and (xi) contribute to the Migratory Bird Conservation Fund managed by the Migratory Bird Conservation Commission.*

**Verification:** *No later than 30 days prior to beginning of Project ground-disturbing activities, the Project owner shall provide written verification of an approved form of Security in accordance with this condition of certification. Actual Security shall be provided no later than 7 days prior to the beginning of Project ground-disturbing activities. Prior to commercial operation, the Project owner shall provide the funding to the independent third party selected by the CPM.*

## **AVIAN AND BAT SURVEYS, MONITORING AND ADAPTIVE MANAGEMENT**

***BIO-C The Project owner shall perform preconstruction baseline surveys prior to surface disturbance of avian and bat species for use in development of a Bird and Bat Conservation Strategy (BBCS). The Project owner shall prepare a BBCS and submit it to the CPM for approval and to CDFW and USFWS for review and comment. The BBCS shall provide for the following:***

- ***Survey and monitor avian use and behavior to document species composition, document changes in avian and bat use over time, and evaluate the general behavior of birds in and near the facility.***
- ***Implement an onsite and offsite avian and bat mortality and injury monitoring program to identify the extent of potential avian or bat mortality or injury from collisions with facility structures or from elevated levels of solar flux that may be encountered within the facility airspace, including:***
  - ***assessing levels of collision-related mortality and injury with heliostats, perimeter fences and power tower structures;***
  - ***calculating rates of solar flux-related avian mortality and injury, if any;***
  - ***documenting seasonal, temporal, and weather-related patterns associated with collision- or solar flux-related mortality and injury;***
  - ***documenting spatial patterns that may be associated with collision- or flux-related mortality and injury; and***
  - ***documenting spatial patterns that may be associated with avoidance of the facility.***
- ***Identify conservation measures to minimize impacts and evaluate the effectiveness of those measures***
- ***Implement an adaptive management and decision-making framework for reviewing, characterizing, and responding to quantitative survey and monitoring results.***

### **Preconstruction Baseline Surveys**

***The project owner shall perform avian use and behavior surveys of the facility site prior to construction. Surveys of avian use and behavior shall be conducted using standard point count protocols. The objective of the surveys shall be to estimate the spatial and temporal use of the facility and surrounding area by resident and migrating birds and to document the preconstruction avian community.***

***The preconstruction baseline surveys will include, at least:***

- Species present, by season, including migration, nesting wintering***
- Indices to abundance by unit effort, unit time, or other acceptable metric of abundance, by season***
- Use of the project area and that portion of the surrounding area in which indirect effects could occur (species-specific).***

***The surveys will be sufficiently robust in design, including but not limited to, sampling schedule, sampling intervals, replicates, spatial layout, seasonal and annual variability, and statistics. All surveys will be project-relevant; data collection that is immaterial to baseline survey objectives and goals will not be included. Preconstruction surveys shall employ the following methods:***

***Diurnally active and nesting avian surveys will be conducted using accepted, standard point count protocols (e.g., BLM 2009, Ralph et al. 1995, Ralph et al 1993, Smith et al. 1998) to identify seasonal and annual raptor and songbird species composition, rates of use (including nesting), types of use, and changes in use over time. The spatial design will include the entire area of effect, plus control areas, and employ a stratified-random approach to ensure sampling of all biologically relevant factors and project impacts. The first stratum will be biologically relevant features, such as proximity to vegetation types that may affect prey abundance and capture probability. The second stratum will attend to the specific aspects of the power towers and solar field, as well as the interface between the solar field and native habitat. To ensure entire area of effect coverage, a grid will overlay the entire project footprint and extended area of effect around the project disturbance area. Within these three strata, a sufficient number of transects (replicates) will be randomly sited to provide robust statistical results. Ten percent of the area is a suggested level of sampling that would provide***

*sufficient information to answer the study questions as well as provide a basis to assess future sampling during the monitoring phase (see below). Point count locations would be spaced 500 ft apart along each transect. Each solar field has a radius of approximately one mile. Because the study would extend to indirect-effect areas outside the boundary, this design would result in 10, 1.25 to 1.5-mile-long transects (depending on access outside the project) for the both solar fields combined, five per solar field, with 15 sampling points per transect. Point counts would be 10 minutes long at each point and conducted during the greatest bird activity period – daybreak to approximately three hours past daybreak. Survey points will also include two-hour segments throughout the middle portion of the day (approximately 1000 h to 1600 h, depending on time of year) when diurnal raptors are generally considered most active. The surveys will be conducted weekly during the most intensive spring nesting and migration period (March 1 to May 1), twice monthly during the remainder of spring (May and June) and during fall (September 1 to December 1) and once per month during summer (June 1 to September 1) and winter (December 1 to February 1). Sampling will be rotated so that all points are evaluated equally throughout each sampling period.*

*The Avian survey will occur for one year prior to construction. If construction schedules dictate that an entire year of sampling is not possible, then at least one important migratory and activity season will be captured, preferably spring.*

*Preconstruction surveys shall include collecting data from the spring migratory and activity season.*

### **BBCS Components**

*The BBCS shall include the following components to be implemented after commercial operation of the Project:*

- 1. Preconstruction Baseline survey results. A description and summary of all preconstruction baseline survey methods and results.*
- 2. Avian and bat use and behavior surveys. Avian and bat use behavior surveys shall be conducted in accordance with an appropriate survey methodology and field documentation, the identification of appropriate survey locations. Prey abundance*

*surveys will also be conducted to identify the locations and changes in the abundance of prey species. Bat acoustic sampling may be implemented depending on results of the baseline study.*

- 3. Golden eagle nest monitoring, including a summary of available information concerning golden eagle nesting activity in the project vicinity shall be prepared and annual pedestrian and/or helicopter surveys of golden eagle nesting sites within a 10-mile radius of the Project site*
- 4. Avian and bat mortality and injury monitoring: An avian and bat injury and mortality monitoring program shall be implemented, including:*
  - (a) Onsite monitoring that will systematically survey representative locations within the facility sufficient to ensure that the estimated coefficient of variation (the standard deviation divided by facility-wide estimates) of facility wide fatality estimates will be less than 25 percent over a reasonable range of potentially low, medium and high impact rates, account for potential spatial bias and allow for the extrapolation of survey results to unsurveyed areas, and with the survey interval based on scavenger and searcher efficiency trials and detection rates.*
  - (b) Offsite monitoring, to the extent that access can be reasonably and feasibly obtained by the Project owner, of one or more locations adjacent to the project facilities using the same or comparable methods as implemented for the onsite monitoring to monitor the extent to which avian species potentially injured by collisions or solar flux traverse to and can be detected within adjacent areas.*
  - (c) Low-visibility and high-wind weather event monitoring to document potential weather-related collision risks that may be associated with the power towers at the facility, including foggy, highly overcast, or rainy night-time weather typically associated with an advancing frontal system, and high wind events in which 40 miles per hour*

*winds are sustained for period of greater than 4 hours, including survey frequency, location and methods.*

*(d) Scavenger trials to document the extent to which avian or bat fatalities remain visible over time and can be detected within the project area and to adjust the survey timing and survey results to reflect scavenger rates.*

*(e) Statistical methods used to generate cause specific facility estimates of potential avian and bat impacts based on the observed number of detections during standardized searches in the monitoring season.*

*(f) Field detection and mortality or injury identification, cause attribution, handling and reporting protocols consistent with applicable legal requirements.*

*5. Survey schedule and period. All surveys and monitoring studies included in the BBCS shall be conducted for three years following commercial operation and approval of the BBCS by the CPM. At the end of the three-year period, the project owner and the CPM shall meet and confer to determine whether the survey program shall be continued for subsequent periods, up to a maximum of five years. The monitoring program may be modified with the approval of the CPM in response to survey results, identified scavenging trials, or other factors to increase monitoring accuracy and reliability or in accordance with the adaptive management decision-making framework included in the BBCS.*

*6. Adaptive management. An adaptive management program shall be developed to identify and implement reasonable and feasible measures that would reduce any biologically significant detected levels of avian or bat mortality or injury attributable to project operations and facilities. Any such impact reduction measures must be commensurate (in terms of factors that include geographic scope, costs, and scale of effort) to the level of avian or bat mortality or injury that is specifically and clearly attributable to the Project facilities. The adaptive management program shall include the following element:*

- (a) Reasonable measures for characterizing the extent and significance of detected mortality and injuries clearly attributable to the Project facilities.*
- (b) Measures that the project owner will implement to respond to detected mortality and injuries attributable to the Project, including passive avian diverter installations along the perimeter or at other locations within the project to avoid site use, the use of sound, light or other means to discourage site use consistent with applicable legal requirements, onsite prey or habitat control measures consistent with applicable legal requirements, and additional perch and nest proofing of Project facilities.*
- (c) A decision-making framework that facilitates concurrent Project owner, CPM, and state and federal wildlife agency review of seasonal and annual survey results, the effectiveness of the adaptive management measures implemented by the Project owner, modification of the surveys in response to the results, if necessary, and the identification of additional mitigation responses that are commensurate with the extent of impacts that may be identified in the monitoring studies.*

**Verification:**      *The BBCS shall be submitted to the CPM for review and approval and to CDFW and USFWS for review and comment no less than 120 days prior to the commercial operation of the first unit. The Project owner shall provide the CPM with copies of any written or electronic transmittal from the USFWS or CDFW related to the BBCS within 30 days of receiving any such transmittal. Survey reports shall be submitted to the CPM after each season and in an annual summary report throughout the course of the three-year study period and as set forth in the approved monitoring study plan. The reports will include all monitoring data required as part of the monitoring program. Each year throughout the minimum three year monitoring period, the Designated Biologist or other qualified biologist that may be identified by the Designated Biologist shall submit an Annual Report to the CPM, CDFW and USFWS by January 31 of each calendar year, summarizing all available bird and bat mortality data (species, date and location collected, evidence of injury and cause of death) collected over the course of the year. The report also shall summarize any additional wildlife mortality or injury documented on the*



*project site during the year, regardless of cause, and assess any adaptive management measure implemented during the prior year as approved by the CPM. After the third year of the monitoring program, the CPM shall meet and confer with the project owner to determine if the study period should be extended based on data quality and sufficiency for analysis or if needed to document efficacy of any adaptive management measures undertaken by the Project owner. The study period may be extended up to five years from the commencement of facility operations. If a carcass of a golden eagle or any state or federally listed threatened or endangered species is found at any time by the monitoring study or Project operations staff, the Project owner, Designated Biologist, or other qualified biologist that may be identified by the Designated Biologist shall contact CDFW and USFWS by email, fax or other electronic means within one working day of any such detection.*

STATE OF CALIFORNIA

Energy Resources Conservation  
and Development Commission

Application for Certification for the HIDDEN	)	
HILLS SOLAR ELECTRIC GENERATING	)	Docket No. 11-AFC-2
SYSTEM PROJECT	)	
_____	)	

**PROOF OF SERVICE**

I, Karen A. Mitchell, declare that on March 4, 2013, I served the attached *Applicant's Proposed Avian Condition* via electronic mail to all parties and U.S. mail to all parties requesting hard copies on the attached service list.

I declare under the penalty of perjury that the foregoing is true and correct.



\_\_\_\_\_  
Karen A. Mitchell

**SERVICE LIST**  
**11-AFC-2**

**APPLICANT**

Bradley Brownlow  
Kwame Thompson  
Stephen Wiley  
BrightSource Energy  
1999 Harrison Street, Suite 2150  
Oakland, CA 94612-3500  
[bbrownlow@brightsourceenergy.com](mailto:bbrownlow@brightsourceenergy.com)  
[ktompson@brightsourceenergy.com](mailto:ktompson@brightsourceenergy.com)  
[swiley@brightsourceenergy.com](mailto:swiley@brightsourceenergy.com)

Clay Jensen  
Gary Kazio  
BrightSource Energy  
410 South Rampart Blvd., Suite 390  
Las Vegas, Nevada 89145  
[cjensen@brightsourceenergy.com](mailto:cjensen@brightsourceenergy.com)  
[gkazio@brightsourceenergy.com](mailto:gkazio@brightsourceenergy.com)

**APPLICANT'S CONSULTANTS**

Susan Strachan  
Strachan Consulting, LLC  
P.O. Box 1049  
Davis, CA 95617  
[susan@strachanconsult.com](mailto:susan@strachanconsult.com)

John Carrier  
CH2MHill  
2485 Natomas Park Drive, Suite 600  
Sacramento, CA 95833-2987  
[jcarrier@ch2m.com](mailto:jcarrier@ch2m.com)

**COUNSEL FOR APPLICANT**

Chris Ellison  
Jeff Harris  
Samantha Pottenger  
Ellison, Schneider and Harris, LLP  
2600 Capitol Avenue, Suite 400  
Sacramento, CA 95816-5905  
[cte@eslawfirm.com](mailto:cte@eslawfirm.com)  
[jdh@eslawfirm.com](mailto:jdh@eslawfirm.com)  
[sgp@eslawfirm.com](mailto:sgp@eslawfirm.com)

**INTERVENORS**

Jon William Zellhoefer  
P.O. Box 34  
Tecopa, CA 92389  
[jon@zellhoefer.info](mailto:jon@zellhoefer.info)

Lisa T. Belenky, Sr. Attorney  
Center for Biological Diversity  
351 California Street, Ste. 600  
San Francisco, CA 94104

[lbelenky@biologicaldiversity.org](mailto:lbelenky@biologicaldiversity.org)

Ileene Anderson, Public Lands  
Desert Director  
Center for Biological Diversity  
PMB 447  
8033 Sunset Boulevard  
Los Angeles, CA 90046  
[ianderson@biologicaldiversity.org](mailto:ianderson@biologicaldiversity.org)

Jack Prichett  
Old Spanish Trail Association  
857 Nowita Place  
Venice, CA 90291  
[jackprichett@ca.rr.com](mailto:jackprichett@ca.rr.com)

Cindy R. MacDonald  
3605 Silver Sand Court  
N. Las Vegas, NV 89032  
[sacredintent@centurylink.net](mailto:sacredintent@centurylink.net)

Richard Arnold  
P.O. Box 3411  
Pahrump, NV 89041  
[rwarnold@hotmail.com](mailto:rwarnold@hotmail.com)

Amargosa Conservancy  
Donna Lamm, Executive Director  
Brian Brown  
Watershed Coordinator  
Route 127, P.O. Box 63  
[donnalamm@amargosaconservancy.org](mailto:donnalamm@amargosaconservancy.org)  
[dates@chinaranch.com](mailto:dates@chinaranch.com)

County of Inyo  
Randy H. Keller, County Counsel  
244 N. Edwards St., P.O. Box M  
Independence, CA 93526  
[dcrom@inyocounty.us](mailto:dcrom@inyocounty.us)

William D. Ross  
Law Offices of William D. Ross  
520 South Grand Avenue, Suite 300  
Los Angeles, CA 90071-2610  
[wross@lawross.com](mailto:wross@lawross.com)

***Hard Copy Required***

Southern Inyo Fire Protection District  
Larry Levy, Fire Chief  
410 Tecopa Hot Springs Road  
Tecopa, CA 92389  
[Levy2717@access4less.net](mailto:Levy2717@access4less.net)

***Hard Copy Required***

**INTERESTED AGENCIES**

Docket Unit  
[docket@energy.ca.gov](mailto:docket@energy.ca.gov)

California ISO  
[e-recipient@caiso.com](mailto:e-recipient@caiso.com)

Great Basin Unified APCD  
Duane Ono  
Deputy Air Pollution Control Officer  
157 Short Street  
Bishop, CA 93514  
[dono@gbuapcd.org](mailto:dono@gbuapcd.org)

Lorinda A. Wichman, Chairman  
Nye County Board of County Supervisors  
P.O. Box 153  
Tonopah, NV 89049  
[lawichman@gmail.com](mailto:lawichman@gmail.com)

L. Darrel Lacy  
Interim General Manager  
Nye County Water District  
2101 E. Calvada Blvd., Suite 100  
Pahrump, NV 89048  
[llacy@co.nye.nv.us](mailto:llacy@co.nye.nv.us)

Michael L. Elliott  
Cultural Resources Specialist  
National Park Service  
National Trails Intermountain Region  
P.O. Box 728  
Santa Fe, NM 87504-0728  
[Michael\\_Elliott@nps.gov](mailto:Michael_Elliott@nps.gov)

Southern Inyo  
Fire Protection District  
Larry Levy, Fire Chief  
P.O. Box 51  
Tecopa, CA 92389  
[sifpd@yahoo.com](mailto:sifpd@yahoo.com)

**ENERGY COMMISSION STAFF**

Mike Monasmith  
Senior Project Manager  
[mike.monasmith@energy.ca.gov](mailto:mike.monasmith@energy.ca.gov)

Richard Ratliff  
Staff Counsel IV  
[dick.ratliff@energy.ca.gov](mailto:dick.ratliff@energy.ca.gov)

Kerry Willis  
Staff Counsel  
[kerry.willis@energy.ca.gov](mailto:kerry.willis@energy.ca.gov)

**ENERGY COMMISSION – PUBLIC ADVISER**

Blake Roberts  
Public Adviser's Office  
[publicadviser@energy.ca.gov](mailto:publicadviser@energy.ca.gov)