

# STOP DIRTY DATA

## Community Benefits Agreement Template

This template also includes notes to the drafter to consider along the way. The NAACP has provided this as a template but should be reviewed for your specific facts and situation.

### SUMMARY

This Community Benefits Agreement (“Agreement”) is entered into by and between *[Developer]* and *[Community Coalition]* (collectively, “the Parties”). The purpose of this Agreement is to ensure that *[development/project name]* provides measurable, enforceable benefits to host communities, protects environmental and cultural resources, and advances equity and justice.

#### Key Commitments:

1. Jobs: At least 40–50% of jobs filled by local residents; prevailing wage; union neutrality; funded apprenticeships for permanent jobs.
2. Environment: Annual disclosure of water/energy use; renewable energy ratchets; cumulative environmental studies every 5 years.
3. Equity: Regular equity impact assessments; protections for renters, small businesses, Indigenous and Black communities.
4. Accountability: Independent annual audits; public dashboards; subsidy clawbacks and escalating penalties for violations.
5. Community Benefits: Community Benefit Fund tied to project scale, environmental and public health long-term studies and monitoring, supporting housing, broadband, healthcare and centers, childcare, and resilience.

### BACKGROUND

The community has developed and aligned around these frontline principles, which are:

- **Our Health and the Environment are sacred:** No community should be forced to sacrifice clean air, clean water, or safe homes so that corporations and billionaires can build energy-hungry facilities. We demand that public health protections be explicit, with independent monitoring, healthcare access, and investment in preventing harm.
- **Communities most affected must lead:** Organizing must start from the ground up, with residents shaping decisions, monitoring, and enforcement. Those directly impacted by pollution, displacement, or job loss from data centers must be the primary voices at the table. Those directly impacted should



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not have to bear the brunt of subsidizing data center buildouts. We also demand that utilities remain affordable for all.

- **Jobs cannot justify harm:** Temporary construction contracts or outsourced tech work do not replace stable, living-wage employment. Data centers accelerate worker displacement through automation and artificial intelligence, and without a just transition framework. Communities demand real economic justice through investments in housing, renewable energy, broadband, community ownership, and small business development.
- **Accountability must be enforceable:** Voluntary promises are not enough. We demand that any commitments made must be legally binding and publicly disclosed, with transparent data on water use, energy consumption, emissions, subsidies, and corporate ownership from the beginning of a project proposal through its operation. There must also be legally binding standards for water efficiency and energy use for data center operations to ensure that precious resources are not depleted. Corporations can no longer receive tax breaks for the harm they cause communities. We demand corporate tax accountability for data center buildouts in communities. We also demand that enforcement be led by communities with clear authority to halt harmful operations.
- **We reject false solutions and fossil fuel dependency:** Large-scale data centers are deepening reliance on fossil fuels and straining fragile energy grids. We demand community-owned renewable energy, decentralized projects, and planning that protects both today's neighborhoods and future generations.
- **Infrastructure must be community led:** Instead of massive corporate hubs, we envision local, decentralized, and public-interest technology and energy projects, including microgrids, broadband expansion, and shared spaces that strengthen communities rather than exploit them. The community must own these projects to ensure that they fully receive the benefits of technology shifts.
- **Interconnected harms require interconnected solutions:** Data centers cannot be separated from the mining of rare earth minerals, fossil fuel expansion, surveillance systems, or displacement. Organizers must name these links as civil rights issues, connect struggles across topics, and resist efforts to divide or dilute our vision.
- **Solidarity builds power:** We honor the Jemez Principles by committing to inclusivity, just relationships, and mutual support, including in rural and urban communities, unions, policy, housing, labor, and grassroots groups, environmental and climate justice spaces, digital equity advocates, and all other spaces that connect to this struggle. Together, we are stronger than any single campaign.
- **We walk our talk:** As we fight for justice, we also commit to embodying it. This means that we center empathy, care, and respect in our organizing and build movements that reflect the world we are trying to create.

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## ARTICLE I – DEFINITIONS

- “Community”: Residents, workers, and organizations within the impact area of the project.
- “Developer”: Entity constructing and/or operating the project.
- “Community Benefit Fund (CBF)": Fund established for community investments, administered by a board with majority community representation.
- “Local Hiring”: Employment of workers residing in zip codes within the impacted community [*add specific parameters for the project*].
- “Renewable Energy Ratchet”: Incremental requirement to source increasing percentages of power from renewable resources.
- “Renewable Energy” means energy generated from naturally occurring sources that are replenished on a human timescale and are not depleted by continued use, including solar, wind, hydropower, geothermal, and sustainably sourced biomass. For purposes of this Agreement, Renewable Energy does not include energy derived from coal, oil, natural gas, nuclear fuel, or waste-to-energy incineration.
- Additional terms may be added depending on project scope.

## ARTICLE II – PURPOSE & SCOPE

The Agreement applies to [project type/facility] and remains binding for the duration of project construction, operation, and decommissioning. Benefits are tied to project scale (measured by MW consumed, gallons of water used, tax incentives received, or other agreed metrics).

No Party may assign, transfer, or delegate any or all of its rights or obligations under this Community Agreement without the prior written consent of the other Party. This Community Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and permitted assigns of each of the Parties. Any reference in this Community Agreement to a specifically named party shall be deemed to apply to any successor in interest, heir, administrator, executor, or assign of such party. The Parties do not confer any rights or remedies upon any person other than the Parties to this Community Agreement and their respective successors and permitted assigns. Nothing contained herein shall prevent [COMMUNITY COALITION AND/OR MUNICIPALITY] from pursuing any claim for physical harm suffered by it, or for injuries or property damage suffered by it or any persons or property lawfully upon its premises arising out of the construction or operation of the [Facility] or [DEVELOPER]’s actions or omissions in connection with the same.

Nothing contained herein shall prevent the [COMMUNITY COALITION] from seeking to participate, and [DEVELOPER] agrees not to oppose the [COMMUNITY COALITION] seeking to participate, in any adjudicatory proceeding before the Siting Board or other federal, regional, state, or local agency or court in which is being considered significant new information regarding, or a significant change to, the Project proposal that is not consistent with the disclosures involving the Project as of the date of this Agreement.

## ARTICLE III – BASELINE COMMUNITY COMMITMENTS

All commitments in this Agreement are organized around three core pillars:



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1. Transparency and Impact Disclosure,
2. Mitigation, Jobs, and Community Investment, and
3. Accountability and Enforcement.

Each topic area below includes commitments under one or more of these pillars. Financial mitigation and community investment obligations are consolidated in Article IV to ensure clarity, enforceability, and community control.

*[drafter: Elements of Article 3 can be negotiated at the beginning to provide transparency, and information to inform the specific mitigated harms in Article 4. Alternatively, Article 3 could be used to form a data request to review project documents in order to assess risk. An analogy is the due diligence that a bank performs: the community could request documents to perform a due diligence and develop the specifics of their mitigations to include in Article 4.]*

## **3.1 Environmental & Climate Impact**

This Section establishes baseline requirements for transparency and accountability by requiring standardized disclosure, forward-looking planning, and independent evaluation of environmental, energy system, and climate impacts associated with data center development. Mitigants and financial obligations are addressed in Article IV.

### **3.1.1 Disclosure of Environmental and Energy System Impacts.**

The Developer shall disclose, on at least an annual basis, accurate and complete information regarding the Project's energy consumption, peak and average electric demand, energy source, water withdrawal and use, backup generation and fuel sources, associated greenhouse gas emissions, and anticipated impacts on local and regional energy systems. Disclosures shall be made in a standardized format suitable for public review and comparison across facilities and regions.

### **3.1.2 Grid Impact and Ratepayer Transparency.**

The Developer acknowledges that large-scale data center load may necessitate upgrades to electric transmission and distribution infrastructure, the costs of which are often recovered through utility rates or public charges that are borne by community members. The Developer shall disclose the Project's expected contribution to system upgrades, including whether and to what extent such costs may be borne by ratepayers rather than the Project itself. This disclosure shall include, to the extent available, information provided through interconnection studies, utility filings, or related planning processes.

### **3.1.3 Renewable Energy and Emissions Reduction Trajectory.**

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The Developer shall commit to a clear and enforceable Renewable Energy and Emissions Reduction trajectory applicable to the Project, including interim milestones and a target of sourcing one hundred percent (100%) of operational electricity demand from renewable or zero-emission resources by [XXXX year]. The specific timeline, eligible resources, and interim benchmarks shall be established in Article 4 based on local grid conditions, regulatory context, and community priorities.

### **3.1.4 Independent Cumulative Impact Assessment.**

Prior to permitting and at least once every five (5) years thereafter, the Developer shall commission an independent cumulative environmental impact assessment evaluating the Project's actual and projected impacts on energy systems, water resources, air quality, public health, climate resilience, and electricity affordability. The assessment shall consider existing and reasonably foreseeable developments in the region and shall evaluate whether Project-related grid upgrades or increased load may result in disproportionate impacts to frontline or low-income communities. Results shall be provided to the Community Advisory Board and made publicly available through the dashboard referenced in Section 3.4.1.

### **3.1.5 Adaptive Review and Updates.**

If disclosures or cumulative impact assessments demonstrate materially greater impacts than previously projected, identify unanticipated grid or ratepayer burdens, or reveal disproportionate impacts on frontline communities, the Developer shall engage with the Community Advisory Board to determine whether additional mitigation, financial contributions, or adaptive measures are warranted pursuant to Article 4.

## **3.2 Just Transition: Jobs & Training**

This Section establishes baseline requirements for transparency and accountability of this Agreement to ensure that data center development contributes to equitable workforce outcomes, does not exacerbate job displacement, and provides meaningful pathways to stable, living-wage employment. Project-specific hiring targets, funding commitments, and workforce investments shall be addressed in Article 4.

### **3.2.1 Local Hiring and Workforce Access Transparency.**

The Developer shall disclose anticipated workforce needs associated with the Project, including construction, commissioning, and permanent operations, and shall report on workforce composition within the Community Reporting Dashboard on at least a quarterly basis. Disclosures shall include job classifications, employment duration, wage ranges, benefits, and the proportion of workers residing within the impacted community.



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### **3.2.2 Labor Standards and Worker Protections.**

The Developer shall comply with prevailing wage requirements, maintain neutrality with respect to union organizing, and adhere to all applicable labor, health, and safety laws. The Developer shall not structure contracting or subcontracting practices in ways that undermine these standards.

### **3.2.3 Apprenticeships, Training, and Just Transition Planning.**

The Developer shall participate in workforce development and just transition planning to support access to high-quality jobs for local residents, displaced workers, and historically marginalized communities, as specified specifically in Article IV. This shall include collaboration with registered apprenticeship programs, re-entry workforce initiatives, high schools, HBCUs, tribal colleges, community colleges, and other community-based training providers, as applicable.

### **3.2.4 Workforce Displacement and Automation Impacts.**

Recognizing that data centers and related technologies may contribute to job displacement through automation and artificial intelligence, the Developer shall assess and disclose potential workforce displacement impacts associated with the Project. Such disclosures shall inform the development of mitigation, retraining, or transition measures established in Article IV.

### **3.2.5 Monitoring and Adaptive Workforce Measures.**

If workforce disclosures or monitoring reveal materially lower local hiring outcomes, barriers to access for impacted communities, or adverse workforce impacts inconsistent with this Agreement, the Developer shall engage with the Community Advisory Board to determine whether corrective actions or additional workforce investments are warranted pursuant to Article 4.

## **3.3 Community Investments and the Community Advisory Board (CAB)**

Community Investments outlined in Article IV will be managed and executed by the Community Advisory Board (CAB).

### **3.3.1 Establishment and Purpose.**

The [**Community Coalition**] shall establish a Community Advisory Board (“CAB”) to serve as the primary community mechanism for implementing the transparency and accountability pillars of this Agreement, and to provide ongoing, independent, and community-led oversight of the Project for the duration of construction, operation, and decommissioning. The purpose of the CAB is to ensure compliance with this



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Agreement, protect community health and environmental resources, advance equity and just transition goals, and serve as the primary forum for community governance and accountability.

### **3.3.2 Composition and Community Control.**

The CAB shall be community-led and community-controlled. A majority of CAB members shall be residents and workers from the impacted community, as defined in this Agreement. Any non-local participants shall serve solely at the invitation of the CAB and may not exercise voting authority unless expressly approved by the CAB. The Developer shall have no voting role and no authority to appoint or remove CAB members.

### **3.3.3 Powers and Functions.**

The Community Advisory Board shall serve as the primary community oversight and compliance review body under this Agreement and shall have the following powers and functions:

- a. Review and Comment.** Review and provide written comments on compliance reports, impact assessments, audits, and monitoring results required under this Agreement. Developer shall respond in writing to CAB comments within a reasonable timeframe not to exceed [30] days.
- b. Community Benefit Fund Administration and Disbursement.** The Community Advisory Board shall have **sole authority** to administer, allocate, and disburse all monies deposited into the Community Benefit Fund and any related mitigation or trust funds established under this Agreement. All such funds shall be used exclusively for the purposes outlined in this Agreement and in accordance with transparent, community-defined criteria. The Developer shall have no role in approving, vetoing, directing, or otherwise influencing the allocation or disbursement of Community Benefit Fund monies once such funds are deposited.
- c. Information Requests.** Request additional information, data, or documentation reasonably necessary to assess compliance with this Agreement, including information related to energy and water use, emissions, hiring, subcontracting, subsidies, and operational practices. Developer shall not unreasonably withhold such information. **[drafter: specifics on this can be negotiated including timelines]**
- d. Independent Review.** Recommend the engagement of independent technical, legal, environmental, labor, or financial experts to evaluate Project impacts or compliance. Such experts shall be engaged at the Developer's expense, subject to reasonable scope and cost controls set forth in this Agreement.
- e. Community Complaints and Issue Tracking.** Receive, document, and review community complaints related to the Project, and refer substantiated concerns to the Developer with recommended corrective



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actions. Developer shall respond in writing and, where appropriate, implement corrective measures consistent with this Agreement. [drafte: specifics on this can be negotiated including timelines]

## f. **Compliance Escalation.**

Where the CAB determines that a material non-compliance may exist, the CAB may issue a written Notice of Concern triggering the compliance and cure process under Article V, including independent audit, mediation, arbitration, or other enforcement mechanisms as provided therein.

## g. **Adaptive Mitigation Recommendations.**

Recommend adaptive mitigation measures if monitoring or assessments demonstrate unanticipated or disproportionate harms to the community. Where such harms fall within the scope of this Agreement, the Parties shall negotiate in good faith to implement appropriate mitigation measures.

### **3.3.4 Meetings and Transparency.**

The CAB shall meet no less than quarterly, with additional meetings convened as needed. Meetings shall be open to the public, except where confidentiality is required to protect legally privileged or sensitive information. Agendas, minutes, compliance reports, and decisions shall be publicly posted in accessible formats and languages.

[drafte: add specific location for public posting and times for meetings that best meets needs of community.]

### **3.3.5 Compensation and Support.**

CAB members shall receive stipends in recognition of their time, travel, preparation, and expertise, sufficient to ensure equitable participation by low-income residents, workers, and caregivers and based on up-to-date liveable wages in the region. Stipends must also be commensurate for any leadership roles or Ad-Hoc Committees on the Board. Every fiscal year, each CAB member can apply for funding to support their participation in events, activities, or other leadership activities. The Developer shall also fund at least one dedicated staff position, housed at a community-based or NAACP-affiliated organization, to coordinate CAB activities, maintain records, manage public reporting, and support compliance monitoring and enforcement. All stipends, staffing, and operating costs shall be paid from the Community Benefits Fund.

### **3.3.6 Independence and Conflicts of Interest.**

CAB members and staff shall act independently of the Developer. Members shall disclose any actual or potential conflicts of interest and shall recuse themselves from decisions where such conflicts exist. The Developer shall not retaliate against CAB members, staff, or community participants for actions taken in good faith under this Agreement.



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### 3.3.7 Duration.

Unless otherwise decided by the CAB, the CAB shall remain in effect for the full life of the Project, including construction, operation, repowering or expansion, and decommissioning, and shall retain authority until all obligations under this Agreement are fully satisfied.

## 3.4 Governance and Accountability

This Section establishes baseline governance, reporting, and enforcement mechanisms. These requirements are intended to ensure transparency, enable meaningful community oversight, and provide enforceable remedies where commitments are not met.

### 3.4.1 Public Reporting and Community Engagement.

The Developer shall ensure ongoing public reporting of all commitments under this Agreement through the “Community Reporting Dashboard” and through regular engagement with the Community Advisory Board.

a. **Community Reporting Dashboard.** The Developer shall fund, maintain, and update a publicly accessible Community Reporting Dashboard in accordance with Section 3.4, providing timely and accurate information regarding Project impacts, compliance status, Community Benefit Fund contributions and disbursements, and enforcement actions.

The Community Advisory Board shall establish and periodically update the reporting metrics, data fields, and presentation standards for the Dashboard, consistent with the requirements of this Agreement and applicable law. The Developer shall implement such metrics in good faith, subject to reasonable notice and technical feasibility, and shall not unreasonably withhold or delay required reporting.

b. **Quarterly Public Meetings.** The Developer shall participate in no fewer than four (4) public meetings per calendar year, convened in coordination with the Community Advisory Board, to review Dashboard information, compliance status, and community concerns. Meetings shall be accessible to the public and include reasonable accommodations for language access, disability access, and participation by working families.

### 3.4.2 Independent Audits.

The Developer shall fund independent audits conducted at least annually to assess compliance with this Agreement, including, at a minimum, reporting accuracy, financial contributions required under this Agreement, labor standards commitments, and environmental disclosure obligations.



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- a. **Auditor Selection and Independence.** Auditors shall be independent of the Developer and shall be selected by the Developer **in consultation with** the Community Advisory Board. Such consultation shall not be unreasonably withheld or delayed.
- b. **Scope of Audits.** Audits shall be limited to verifying compliance with the express requirements of this Agreement and shall not duplicate audits conducted by governmental authorities except where necessary to assess compliance with commitments that exceed legal minimums.
- c. **Public Disclosure.** Audit results shall be provided to the Community Advisory Board and made publicly available through the Community Reporting Dashboard, subject to reasonable redaction of legally protected confidential or proprietary information.
- d. **Follow-Up Audits.** If an audit identifies material non-compliance, the Developer shall bear the full cost of reasonable follow-up audits necessary to verify corrective action. Follow-up audits shall be limited in scope to the areas of identified non-compliance.

#### **3.4.3 Dispute Resolution and Legal Enforcement.**

##### **a. Binding Arbitration or Litigation.**

The Community Coalition and/or Community Advisory Board shall have the right to enforce this Agreement through binding arbitration or litigation, as specified in Article V. The availability of arbitration shall not preclude injunctive relief where necessary to prevent ongoing or irreparable harm.

##### **b. No Waiver.**

Failure to enforce any provision of this Agreement at any time shall not constitute a waiver of the right to enforce such provision in the future.

#### **3.4.4 Costs and Non-Retaliation.**

##### **a. Costs of Compliance.**

All costs associated with reporting, audits, enforcement, arbitration, and compliance monitoring required under this Section shall be borne by the Developer and shall not be offset against other community benefit obligations.

##### **b. Non-Retaliation.**

The Developer shall not retaliate against any Community Advisory Board member, community participant, worker, or organization for good-faith participation in monitoring, reporting, or enforcement activities under this Agreement.



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### **3.4.5 Presumptive Evidence.**

A documented finding of non-compliance by the Community Advisory Board or an independent auditor shall constitute presumptive evidence for purposes of enforcement under Article V.

### **3.4.6 Community Legal and Technical Support**

The Developer shall fund reasonable legal and technical support for the Community Coalition and Community Advisory Board (“CAB”) for purposes of interpretation, compliance monitoring, and good-faith engagement.

**a. Purpose and Scope.** Funding under this Section shall be used to support legal and technical assistance related to: (i) interpretation of this Agreement; (ii) review of disclosures, reports, and audits; (iii) participation in compliance meetings, negotiations, and cure processes; and (iv) preparation for, but not initiation of, formal dispute resolution unless escalation thresholds under Article V are met. Nothing in this Section shall be construed to encourage frivolous or bad-faith claims.

**b. CAB Authorization and Oversight.** All expenditures for legal and technical support shall be authorized by the Community Advisory Board and documented in accordance with agreed-upon budget and reporting procedures. The CAB shall ensure that such expenditures are reasonable and directly related to the implementation or enforcement of this Agreement.

**c. Independence of Counsel.** Legal counsel and technical advisors funded under this Section shall be selected by and owe professional duties exclusively to the Community Coalition and/or CAB. The Developer shall have no role in selecting, directing, or supervising such counsel or advisors.

**d. Funding Structure and Reasonableness.** The Developer shall provide baseline annual funding sufficient to support routine monitoring, reporting review, and good-faith negotiations under this Agreement. Additional funding may be required where material compliance concerns arise or where escalation under Article V is triggered. All funding shall be limited to reasonable fees and costs consistent with prevailing professional standards.

**e. Escalation and Fee Shifting.** Nothing in this Section shall limit the ability of the Community Coalition or CAB to seek recovery of attorneys’ fees and costs in the event of arbitration or litigation pursuant to Article V, including where the Developer is found to be in material non-compliance.

**f. Separate from Community Benefits.** Funding provided under this Section shall be separate from, and shall not offset or reduce, any Community Benefit Fund contributions or other mitigation or investment obligations.



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## 3.5 Equity & Inclusion

This Section establishes baseline equity and civil rights protections applicable to all Projects under this Agreement. These requirements are intended to identify, prevent, and address disproportionate impacts of data center development on historically marginalized communities. Project-specific mitigation measures and financial obligations shall be addressed pursuant to Article 4.

### 3.5.1 Equity Impact Assessments.

The Developer shall contract with an independent entity to conduct an Equity Impact Assessment (“EIA”) prior to Project approval and at least once every three (3) years thereafter.

a. **Scope of Assessment.** The EIA shall evaluate whether the Project contributes to disproportionate environmental, economic, or infrastructure burdens on renters, small businesses, Indigenous, rural, Black, or other historically marginalized communities. At a minimum, the assessment shall evaluate impacts related to:

- electricity affordability and potential ratepayer cost-shifting;
- water access, availability, and competing uses;
- land use, zoning, and displacement pressures;
- access to employment and workforce opportunities;
- cumulative impacts from multiple data centers or other large infrastructure in the region.

b. **Transparency and Review.** Equity Impact Assessments shall be provided to the Community Advisory Board and made publicly available through the Community Reporting Dashboard. The CAB may provide written comments and recommendations regarding identified impacts.

c. **Use of Findings.** Findings from Equity Impact Assessments shall inform mitigation, community investment, and corrective measures established pursuant to Article 4.

### 3.5.2 Protections Against Disproportionate Harm.

The Developer shall take reasonable measures to avoid, minimize, and mitigate disproportionate impacts of the Project on renters, small businesses, Indigenous, rural, and Black communities.

a. **Non-Cost Shifting Principle.** The Developer shall not rely on Project structures or arrangements that shift material Project-related costs—including grid upgrades, infrastructure expansion, or resource depletion—onto residential ratepayers or vulnerable communities without appropriate mitigation.



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**b. Community Stability Considerations.** Where data center development contributes to pressures on housing, small businesses, land access, or essential services, the Developer shall work with the Community Advisory Board to identify appropriate stabilization or mitigation measures pursuant to Article 4.

**c. Tribal and Indigenous Considerations.** Where applicable, the Developer shall engage in meaningful consultation with Indigenous or Tribal communities and respect Tribal sovereignty, cultural resources, and water rights. Identified impacts shall be addressed through mitigation measures established under Article 4.

## 3.5.3 Ethical Use and Prohibited Activities.

**a. Prohibited Uses.** The Developer shall not knowingly enter into or maintain contracts for the use of the Project that materially support activities identified by this Agreement as harmful to civil rights, including but not limited to immigration detention operations or mass surveillance programs that violate applicable law.

**b. Certification of Compliance.** The Developer shall provide an annual written certification to the Community Advisory Board to confirm compliance with this provision.

**c. Review and Cure.** Any alleged violation of this Section shall be subject to review and cure procedures pursuant to Article V. Nothing in this Section shall require disclosure of confidential customer information beyond what is reasonably necessary to assess compliance.

## 3.5.4 Monitoring and Adaptive Equity Measures.

The Developer shall make a good faith effort and conduct comprehensive Equity Impact Assessments, disclosures, and community monitoring prior to construction and publicly document all steps to meet the goals of this Agreement as required under Article III. If Equity Impact Assessments, disclosures, or community monitoring indicate unanticipated or disproportionate impacts inconsistent with this Agreement, the Developer shall engage with the Community Advisory Board to determine whether additional mitigation, community investments, or adaptive measures are warranted pursuant to Article IV.

## 3.6 Pre-Construction Infrastructure Oversight

This Section establishes baseline pre-construction assessment, documentation, and oversight requirements to identify and prevent infrastructure damage, environmental harm, and community disruption before commencement of Project construction. These requirements apply to all Projects covered by this Agreement and are independent of mitigation or funding obligations outlined in Article IV.



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### **3.6.1 Pre-Construction Infrastructure Impact Assessment.**

Prior to the commencement of any construction or site preparation activities, the Developer shall, at its sole cost and expense, commission a comprehensive Infrastructure Impact Assessment evaluating the Project's anticipated impacts on infrastructure within the impact area, including but not limited to:

- local and regional electrical transmission and distribution systems;
- water supply, wastewater, and stormwater systems;
- roads, bridges, and transportation infrastructure;
- drainage, flood control, and erosion conditions; and
- other public or community infrastructure reasonably likely to be affected by construction or operation. The Infrastructure Impact Assessment shall be prepared by qualified professionals and shall be provided to the Community Advisory Board ("CAB") and relevant local authorities for review before construction.

### **3.6.2 Company Civil Engineer.**

- a. The Developer shall retain, at its sole cost, an independent, state-licensed professional civil engineer ("Company Civil Engineer") with demonstrated experience in infrastructure and construction impact analysis.
- b. The Company Civil Engineer shall be selected with the advice and consent of the Community Coalition or CAB and shall be responsible for conducting technical evaluations required under this Section.

### **3.6.3 On-Site Monitor.**

- a. The municipality or other relevant local authority shall engage a qualified independent engineer or engineering firm (the "On-Site Monitor") to provide construction and infrastructure oversight for the Project.
- b. The On-Site Monitor shall be paid for entirely by the Developer and shall be responsible for:
  - i. Reviewing Developer building, infrastructure, and site plans;
  - ii. Recommending approval or disapproval of such plans to the applicable authority;
  - iii. Assisting local code, environmental, and safety enforcement staff with inspections; and
  - iv. Certifying compliance with applicable construction, building, environmental, and safety codes.



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### **3.6.4 Pre-Construction Condition Documentation.**

- a. Prior to commencement of construction, the Company Civil Engineer, under the oversight of the On-Site Monitor, shall document pre-construction conditions of structures, roads, utilities, drainage systems, and other relevant infrastructure within the impact area.
- b. Documentation shall include photographs and/or video taken at intervals not exceeding two hundred (200) feet, and at substantially closer intervals where infrastructure or structures are concentrated or particularly vulnerable.
- c. A Pre-Construction Inspection Report shall be prepared, certified by the Company Civil Engineer, and submitted to the On-Site Monitor for approval or disapproval within five (5) business days of submission.

### **3.6.5 Public Availability and Use.**

Pre-construction assessment materials and inspection reports shall be provided to the CAB and made available through the Community Reporting Dashboard, subject to reasonable redaction of legally protected confidential information. Such documentation shall serve as a baseline for evaluating Project-related damage or impacts during and after construction.

## **ARTICLE IV – LOCAL COMMITMENTS FOR MITIGATION**

### **4.1 Community Benefit Fund (CBF)**

This Section establishes a Community Benefit Fund (“CBF”) to support mitigation of Project-related impacts, workforce transition investments, environmental protection, energy affordability, and other community priorities identified in this Agreement. The CBF is distinct from and does not include developer-funded legal or technical advisory support.

#### **4.1.1 Establishment and Governance.**

The Developer shall establish and fund a Community Benefit Fund for the benefit of the impacted community prior to commencement of construction. The CBF shall be administered, allocated, and disbursed exclusively by the Community Advisory Board (“CAB”) in accordance with Article III. CBF funds shall be held in a dedicated, auditable account(s). The Developer shall have no authority to direct, approve, or influence the allocation or use of CBF funds once deposited.



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## 4.1.2 Initial Community Investment.

a. Upfront Payment. The Developer shall make a one-time upfront payment to the CBF in the amount of \$[\_\_\_\_\_], due no later than [\_\_] days prior to commencement of construction.

b. Purpose. The initial payment is intended to support early mitigation planning, community investment priorities, and implementation of this Agreement.

## 4.1.3 Ongoing Community Benefit Contributions.

a. Annual Payments. The Developer shall make ongoing annual payments to the CBF in the amount of \$[\_\_\_\_\_] per year, due on or before [January 10th] annually, commencing in the first full calendar year of Project operation and continuing for the life of the Project, which includes any decommissioning period as specified by this agreement.

b. Adjustments. Annual contributions shall be adjusted annually to reflect inflation using the CPI-U (U.S. City Average), or a mutually agreed successor index and may be increased where Project scale, energy use, water use, or cumulative impacts materially increase, as documented through Article III. All disclosures, audits, and impact assessments are timely required under Articles III and V to assess the Agreement's Renewable Energy and Emissions Reduction Trajectory timeline.

## 4.1.4 Permissible Uses of CBF Funds.

CBF funds may be used for community-directed mitigation and investment purposes, including but not limited to:

- energy affordability and grid impact mitigation;
- workforce transition, retraining, and job pathway development;
- water protection, environmental mitigation, and land stewardship;
- renewable energy, climate resilience, and community-owned infrastructure;
- community facilities and essential services.

## 4.1.5 No Offset or Substitution.

CBF payments shall be in addition to, and shall not offset or substitute for:

- developer-funded legal or technical advisory support;
- legally required mitigation or regulatory compliance costs; or
- any other payments required under this Agreement or applicable law.



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## 4.1.6 Transparency and Enforcement.

All CBF payments and disbursements shall be reported through the Community Reporting Dashboard. Failure to make required payments shall constitute a material breach subject to enforcement under Article V.

## 4.2 Energy Affordability & Grid Cost Mitigation

This Section establishes Project-specific mitigation measures to address impacts on electricity affordability, grid infrastructure, and ratepayers resulting from the Project's energy demand. These measures are intended to prevent or offset disproportionate burdens on residential customers and frontline communities and shall be funded through the Community Benefit Fund established in Section 4.1.

### 4.2.1 Non-Cost-Shifting Principle.

The Developer acknowledges that large-scale data center energy demand requires transmission, distribution, or generation-related upgrades beyond the specific interconnection required upgrades. Consistent with this Agreement, the Developer shall not structure the Project in a manner that knowingly shifts material Project-related grid or infrastructure costs onto residential or small commercial ratepayers, while mitigating the impacts of increased demand that creates cost and strain on the entire electrical system.

### 4.2.2 Energy Affordability Mitigation Allocation.

**a. Dedicated Allocation.** The Community Benefit Fund will have a line item for Energy Affordability. The Energy Affordability line item will be an additional [\$XX annually] to offset the impacts on consumer energy affordability.

**b. Permissible Uses.** Energy affordability and grid mitigation funds may include but not be limited to, as determined by the CAB:

- Direct bill assistance or bill credits for low and/or moderate-income households;
- Energy efficiency, weatherization, and electrification upgrades that reduce household energy burden;
- Community-owned or community-serving renewable energy, storage, or microgrid projects;
- Demand-side measures that reduce peak load and improve grid resilience;
- Technical assistance or program administration necessary to implement such measures.



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Reporting on mitigation measures shall include a standardized status summary through the Community Reporting Dashboard, with measure-specific documentation provided through linked reports or appendices appropriate to the nature of each mitigation action.

## 4.2.3 Project-Specific Energy Affordability and Grid Mitigation Commitments.

*This subsection shall be completed based on information obtained during the disclosure, data collection, and technical review processes conducted pursuant to Article III and the Independent Review and Cost-Recovery Agreement. The purpose of this subsection is to document Project-specific commitments to mitigate impacts on electricity affordability, grid infrastructure, and ratepayers.*

- a. Mitigation Commitments Table. Appendix A Table 1 is a Project-Specific Energy Affordability and Grid Mitigation Table identifying agreed mitigation measures, funding levels, implementation timelines, and performance metrics.
- b. Binding Effect. All mitigation measures listed in the table shall constitute binding obligations of the Developer and shall be enforceable pursuant to this Agreement.
- c. Funding Source. Unless otherwise specified, mitigation measures listed in the table shall be funded through the Energy Affordability line item of the Community Benefit Fund established under Section 4.1.
- d. Updates. The table may be amended by mutual agreement of the Parties, or pursuant to adaptive mitigation provisions of this Agreement, where new or unanticipated grid or ratepayer impacts are identified.

## 4.2.4 Adaptive Mitigation for Unanticipated Impacts.

If disclosures, audits, Equity Impact Assessments, or cumulative impact assessments indicate that Project-related grid costs, peak demand impacts, or ratepayer burdens are materially greater than initially projected, the Developer shall engage in good faith with the CAB to: a. review the nature and magnitude of such impacts; b. agree on appropriate mitigation measures as outlined in the Renewable Energy and Emissions Reduction Trajectory timeline; and c. increase Community Benefit Fund resources, as necessary, to offset such impacts.

## 4.2.5 Coordination with Regulatory Processes.

Nothing in this Section shall be construed to require the Developer or the CAB to exercise authority reserved to public utility commissions or other regulatory agencies. However, where lawful and appropriate:

- a. the Developer shall cooperate in providing information necessary to support regulatory review of Project-related grid impacts; and



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b. the Developer shall not oppose and may be required to implement reasonable mitigation measures or affordability protections recommended by the CAB and supported by Project disclosures or assessments.

## **4.2.6 Transparency and Reporting.**

The Developer shall report annually through the Community Reporting Dashboard on:

- Project energy demand and peak load;
- known or anticipated grid upgrades associated with the Project; and
- Community Benefit Fund allocations supporting energy affordability and grid mitigation.

## **4.3 Workforce and Post-AI Economy Investments**

This Section establishes Project-specific workforce, training, and economic transition investments to ensure that data center development contributes to durable, equitable employment outcomes and does not exacerbate job displacement driven by automation, artificial intelligence, or economic restructuring. These investments shall be funded through the Community Benefit Fund established in Section 4.1.

### **4.3.1 Recognition of Limited Direct Employment and Automation Impacts.**

The Parties acknowledge that data center development typically generates limited permanent on-site employment relative to its scale, capital investment, and energy demand, and that the technologies supported by data centers may contribute to workforce displacement across multiple sectors.

Accordingly, workforce investments under this Agreement shall prioritize broad-based economic resilience and transition in addition to direct Project employment.

### **4.3.2 Workforce and Just Transition Allocation.**

a. Dedicated Allocation. The Community Benefit Fund shall include a dedicated line item for Workforce and Just Transition Investments, funded at [\$XX annually], to support training, transition, and employment pathways for impacted workers and residents.

b. Eligible Beneficiaries. Priority shall be given to those community sectors most in need as determined by the CAB, which may include but is not limited to:

- workers displaced or at risk of displacement due to automation or AI-enabled technologies;
- residents of impacted communities, including low-income, rural, Black, Indigenous, and historically marginalized populations;
- workers transitioning from declining industries or unstable employment sectors.



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### 4.3.3 Permissible Uses of Workforce and Transition Funds.

The CAB will oversee the administration and workforce and transition funds. These may include but are not limited to:

- registered apprenticeships and pre-apprenticeship programs in construction, electrical trades, utility operations, renewable energy, and infrastructure maintenance;
- training and certification programs aligned with regional labor demand, including grid operations, facilities management, cybersecurity, IT support, and clean energy sectors;
- retraining and career transition programs for workers displaced by automation or AI-related technologies;
- partnerships with high schools, HBCUs, tribal colleges, community colleges, labor unions, and community-based workforce organizations;
- stipends, wage supplements, childcare, transportation, or other wraparound supports necessary to enable participation in training or transition programs;
- small business incubation, cooperative development, or entrepreneurship programs that support local economic diversification.

### 4.3.4 Project-Specific Workforce and Just Transition Commitments.

*This subsection shall be completed based on information obtained during the disclosure, data collection, and technical review processes conducted pursuant to Article III and the Independent Review and Cost-Recovery Agreement. The purpose of this subsection is to document Project-specific workforce and economic transition commitments tailored to identified labor market conditions and displacement risks.*

- a. Workforce Commitments Table. The Parties shall include a Project-Specific Workforce and Just Transition Table substantially in the form set forth below, identifying agreed investments, target populations, timelines, and outcomes.
- b. Binding Effect. All workforce and transition commitments listed in the table shall constitute binding obligations of the Developer and shall be enforceable pursuant to this Agreement.
- c. Funding Source. Unless otherwise specified, workforce and transition commitments listed in the table shall be funded through the Workforce and Just Transition line item of the Community Benefit Fund established under Section 4.1.
- d. Updates. The table may be amended by mutual agreement of the Parties, or pursuant to adaptive mitigation provisions of this Agreement, where workforce impacts differ materially from projections or new displacement risks emerge.



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#### **4.3.4 Local Access and Hiring Commitments.**

Where Project-related construction or operations jobs are available:

- a. At least [50]% of all construction and permanent jobs shall be filled by local residents as defined in Article I or demonstrate all good-faith efforts to the CAB prior to any outside recruitment. Developer shall make good-faith efforts to ensure meaningful access for residents, including local posting all job openings through community channels, local hiring halls, HBCUs, community colleges, and workforce boards.
- b. The Developer shall not structure contracting or subcontracting practices in ways that unnecessarily exclude local workers or undermine prevailing wage, labor, or safety standards.
- c. Developer shall remain neutral with respect to union organizing efforts and shall honor collective bargaining agreements for construction and operations, including Project Labor Agreements where applicable.
- d. Developer shall allocate **\$[●] annually** to support workforce housing, childcare, and transportation for workers employed on the project, with program design led by the Community Advisory Board and local housing organizations.

#### **4.3.6 Adaptive Workforce Mitigation.**

If disclosures, Equity Impact Assessments, or workforce monitoring indicate that:

- anticipated employment benefits have not materialized; or
- workforce displacement impacts are greater than initially projected,

the Developer shall engage with the CAB to:

- a. Review updated workforce conditions;
- b. Identify additional or revised workforce mitigation measures; and
- c. Increase or reallocate Community Benefit Fund resources, as necessary, to address such impacts.

#### **4.3.7 Transparency and Reporting.**

The Developer shall report annually through the Community Reporting Dashboard on:

- Project-related workforce data disclosed pursuant to Article III;
- Community Benefit Fund allocations supporting workforce and transition programs; and
- Local workforce engagement and hiring.

### **4.4 Water, Environmental, and Community Space Mitigation**



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This Section establishes Project-specific mitigation measures to address impacts on water resources, land use, environmental quality, and community spaces resulting from data center development. These measures are intended to protect shared natural resources, prevent degradation of community health and quality of life, and ensure that Project-related environmental burdens are appropriately mitigated. All mitigation measures under this Section shall be funded through the Community Benefit Fund established in Section 4.1. This Section addresses mitigation of environmental, land use, and community space impacts associated with the Project and does not establish operational limits on water use, which are addressed separately in Section 4.5.

## **4.4.1 Water Resource Protection and Community Priority.**

- a. Community Priority Use.: The Developer acknowledges that data centers can place significant demands on local and regional water systems. Consistent with this Agreement, Project operations shall not impair community access to safe, affordable, and reliable water for residential, agricultural, ecological, or cultural uses.
- b. Water Mitigation Allocation. The Community Benefit Fund shall include a dedicated line item for Water Protection and Mitigation, funded at [\$XX annually], to offset Project-related water impacts.
- c. Permissible Uses. Water mitigation funds use will be determined by the CAB, and may include but is not limited to:
  - investments in water efficiency, conservation, or reuse projects that reduce net community water demand;
  - protection or restoration of local watersheds, aquifers, wetlands, or surface water resources;
  - upgrades to community water infrastructure that improve resilience, water quality, or drought preparedness;
  - community water monitoring, data collection, or public education related to water stewardship;
  - Community water bill or water access fund, to mitigate increased water costs for community residents.

## **4.4.2 Environmental Mitigation and Restoration.**

### a. Dedicated Allocation.

The Community Benefit Fund shall include a dedicated line item for Environmental Mitigation and Restoration, funded at [\$XX annually].

### b. Permissible Uses.

Environmental mitigation funds may be used for one or more of the following purposes, as determined by the CAB:



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- habitat restoration, biodiversity protection, and ecological monitoring;
- Air quality, to mitigate the impacts of backup generation, construction activity, or increased traffic;
- remediation or improvement of land impacted by Project construction or operation;
- tree canopy expansion, green infrastructure, and urban heat mitigation projects.

#### **4.4.3 Community Space and Quality-of-Life Investments.**

- a. Community Space Allocation. The Community Benefit Fund shall include a dedicated line item for Community Space and Quality-of-Life Investments, funded at [\$XX annually].
- b. Permissible Uses. Funds may be used for one or more of the following purposes, as determined by the CAB:
  - development, preservation, or improvement of public parks, community centers, or shared spaces;
  - noise, lighting, or visual mitigation measures beyond regulatory minimums;
  - support for community health, recreation, or cultural facilities impacted by Project development;
  - investments that improve walkability, safety, or community cohesion in areas affected by Project infrastructure.

#### **4.4.4 Project-Specific Environmental and Water Mitigation Commitments.**

*This subsection shall be completed based on information obtained during the data collection, disclosure, and technical review processes conducted pursuant to Article III and the Independent Review and Cost-Recovery Agreement.*

##### **a. Summary of Key Findings.**

The Parties shall include a concise summary of Project-specific findings related to water use, environmental impacts, land use, and community space impacts, including but not limited to:

- projected and actual water withdrawals and sources;
- impacts on local or regional watersheds, aquifers, or surface waters;
- land use, habitat, or biodiversity impacts;
- noise, lighting, or quality-of-life impacts affecting surrounding communities.

##### **b. Project-Specific Mitigation Measures.** Based on the findings summarized above, the Developer shall implement mitigation measures as listed in Table 3. Environmental and Water Mitigation Table in Appendix A, which may include, but are not limited to:

- water efficiency benchmarks or caps;
- reuse, recycling, or alternative water sourcing requirements;



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- site design modifications to reduce land, environmental, or community space impacts;
- environmental restoration or conservation commitments; and
- additional Community Benefit Fund allocations targeted to identified impacts.

## c. Performance Standards and Metrics.

Where feasible, Project-specific mitigation measures shall include measurable performance standards, timelines, and reporting requirements to enable ongoing monitoring and enforcement.

## d. Integration with Community Benefit Fund.

Mitigation measures under this subsection shall be funded through the Community Benefit Fund unless otherwise specified and shall be reflected in the applicable line items established under Section 4.4.

### 4.4.5 Adaptive Mitigation for Unanticipated Impacts.

If disclosures, audits, Equity Impact Assessments, or cumulative environmental impact assessments indicate that Project-related water use, environmental degradation, or community space impacts are materially greater than initially projected, the Developer shall engage with the CAB to:

- a. review the nature and magnitude of such impacts;
- b. identify appropriate additional or revised mitigation measures; and
- c. increase or reallocate Community Benefit Fund resources, as necessary, to address such impacts.

### 4.4.6 Transparency and Reporting.

The Developer shall report annually through the Community Reporting Dashboard on:

- Project water use and efficiency measures;
- Community Benefit Fund allocations supporting water, environmental, and community space mitigation; and
- outcomes or progress indicators for funded mitigation initiatives, where available.

Reporting on mitigation measures shall include a standardized status summary through the Community Reporting Dashboard, with measure-specific documentation provided through linked reports or appendices appropriate to the nature of each mitigation action.”

## 4.5 Water Use Protections and Mitigation

This Section establishes binding operational limits, equity protections, monitoring requirements, and mitigation obligations governing the Project’s use of water resources. Recognizing water as a finite, essential, and community-critical resource, these provisions are intended to ensure that Project water use does not impair access to safe, affordable water for residents, ecosystems, agriculture, or culturally



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significant uses, particularly during periods of scarcity or drought. The obligations in this Section apply independently of, and in addition to, environmental mitigation measures set forth in Section 4.4.

## **4.5.1 Water Use Caps and Community Priority Rights.**

- a. Water Use Cap. The Developer shall comply with a maximum annual water use cap of [●] gallons per year for all Project operations, as specified in this Agreement.
- b. Community Priority. The Developer recognizes and affirms community priority rights to safe drinking water and essential household uses. During periods of drought, shortage, or emergency declaration, the Developer shall curtail non-essential water use in accordance with a Community-Approved Drought Response Plan.
- c. Operational Curtailment. Failure to comply with water curtailment requirements shall constitute a material violation of this Agreement.

## **4.5.2 Water Protection Fund Allocation.**

- a. Dedicated Allocation.

The Community Benefit Fund shall include a dedicated Water Protection Fund supported by Developer contributions equal to:

- \$[●] per 1,000 gallons of water withdrawn from local sources, with a minimum annual contribution of \$[●].

- b. Permissible Uses.

Water Protection Fund resource uses may include, but are not limited to:

- drinking water protection and source-water protection;
- well testing and remediation, including lead and PFAS mitigation;
- emergency water access and drought response;
- watershed protection, recharge, or conservation projects.

## **4.5.3 Water Monitoring and Transparency.**

- a. The Developer shall install and maintain metering equipment sufficient to measure water withdrawal, reuse, and discharge associated with Project operations.
- b. Water use data shall be reported monthly to the CAB and made publicly available through the Community Reporting Dashboard.



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#### 4.5.4 Project-Specific Water Mitigation Commitments.

This subsection shall be completed based on information obtained during the disclosure, data collection, and technical review processes conducted pursuant to Article III and the Independent Review and Cost-Recovery Agreement.

- a. Water Mitigation Commitments Table. Appendix A Table 4 Project-Specific Water Use and Protection Table identifies agreed operational limits, mitigation measures, funding levels, and timelines.
- b. Binding Effect. All commitments listed in the table shall constitute binding obligations of the Developer and shall be enforceable pursuant to this Agreement.
- c. Updates. The table may be amended by mutual agreement or pursuant to adaptive mitigation provisions where new or unanticipated water impacts are identified.

### ARTICLE V – ENFORCEMENT, CLAWBACKS, AND REMEDIES

5.1 Failure by the Developer to comply with any obligation under this Agreement, including reporting, disclosure, transparency, or substantive commitments, shall constitute a violation subject to enforcement pursuant to this Section.

#### a. Failure to Meet Reporting and Disclosure Requirements.

Failure by the Developer to comply with reporting, disclosure, or transparency obligations under this Agreement shall constitute a violation subject to enforcement. Upon written notice of non-compliance from the Community Advisory Board, the Developer shall have a cure period of fifteen (15) days to remedy the violation.

#### b. Monetary Penalties.

If the violation is not cured within the applicable cure period, the Developer shall be subject to a monetary penalty of **\$[10,000–25,000] per reporting period or \$[1,000–2,500] per day**, whichever is greater, payable to the Community Benefit Fund.

#### c. Escalation for Repeated or Material Violations.

Repeated or material transparency violations, including failure to disclose energy use, water use, grid impacts, or ratepayer impacts, may result in additional penalties, including but not limited to:

- i. Independent audits at the Developer's expense;
- ii. Increased Community Benefit Fund contributions;
- iii. Initiation of arbitration or litigation;
- iv. Clawback or revocation of subsidies, abatements, or incentives; and
- v. Referral to permitting or regulatory authorities, as applicable,

all pursuant to Article V.

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5.2 Violations by [DEVELOPER] are subject to escalating fines.

5.3 Upon the substantial and material breach of any provision of this Agreement by [DEVELOPER] hereto, [COMMUNITY ORGANIZATION AND/OR MUNICIPALITY] may seek enforcement of this Agreement in [specify court or arbitration]. [DEVELOPER] hereby consents to the jurisdiction of [specify court] for purposes of this provision, and to the service of process in connection with any proceeding brought under this provision.

5.4 Persistent violations trigger suspension of permits or termination of tax incentives.

## ARTICLE VI – TERM & TERMINATION

Agreement remains binding for the life of the project, including decommissioning and site remediation.

## ARTICLE VII – MISCELLANEOUS

- Each provision of this Agreement is severable. If any provision of this Agreement is determined to be illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision shall not affect (a) the legality, validity or enforceability of the remaining provisions of this Agreement, or (b) the legality, validity or enforceability of that provision in any other jurisdiction; and provided further, the subject provision shall be applied to the fullest extent permitted by applicable law, and the Parties shall revise the provision so as to confirm their mutual intention upon entering this Agreement and yet be legal, valid and enforceable in the applicable jurisdiction. The provisions of this Agreement shall survive the termination of this Agreement.
- Amendments require majority approval from the Community Advisory Board.
- Agreement is governed by the laws of [state].
- Neither this Agreement nor any activities undertaken by the Parties pursuant to this Agreement, nor any communications had or to be had among the Parties or with any person or entity relating to the activities contemplated by this Agreement are intended to or will create or establish a partnership, relationship of trust or agency, joint venture or any other business association between or among the Parties. No Party may assert, and each Party expressly waives any rights to assert, under any applicable law or otherwise, that any such association exists based upon this Agreement or any actions taken hereunder by or on behalf of a Party.
- This Agreement may be executed in multiple original counterparts, each of which shall be deemed original, and together they shall constitute one and the same. Signature of this Agreement may be effected by facsimile (with confirmation by transmitting machine) and/or transmitted by portable document format (“pdf”) file which shall be treated as an original signature, and any such signature,



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facsimile, pdf file or copy of this signed Agreement shall be construed and treated as the original and shall be binding as if it were the original.

- This Agreement constitutes the entire Agreement between the Parties and supersedes any prior written or oral Agreements, or contemporaneous communications with respect to this subject matter. No subsequent amendment to this Agreement between the Parties shall be binding on any Party unless reduced to writing and signed by an authorized representative of each Party. Preparation of the Agreement has been a joint effort of the Parties, and the resulting documents shall not be construed more severely against one of the Parties than against the others.

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## APPENDIX A

**Table 1. Energy Affordability and Grid Mitigation Table (placeholders and examples)**

Impact Area	Identified Impact / Finding	Mitigation Measure	Annual Funding Amount	Performance Standard / Metric	Responsible Party	Deadline / Review Cycle
Ratepayer Impacts	[e.g., Project-related upgrades recovered through general rates]	[e.g., Bill credit program for LMI households]	\$[____]/yr	[e.g., # households served; \$/bill reduction]	CAB / Program Partner	Annual
Grid Capacity	[Finding]	[e.g., Peak load reduction program]	\$[____]/yr	[e.g., MW reduced at peak]	Developer / Partner	[Date]
Energy Burden	[Finding]	[e.g., Weatherization + electrification]	\$[____]/yr	[e.g., % energy burden reduction]	CAB	Annual
Resilience	[Finding]	[e.g., Community microgrid]	\$[____]	[e.g., Hours of backup power]	Developer	[Date]
Climate	Carbon	Ratchet for Renewables				
Other	[Finding]	[Mitigation]	\$[____]	[Metric]	[Party]	[Date]

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Table 2. Project-Specific Workforce and Just Transition Table

Impact Area	Identified Workforce Finding	Investment / Program	Annual Funding Amount	Target Population	Performance Metric	Deadline / Review Cycle
Job Displacement	[e.g., automation risk in local sector]	[e.g., retraining program]	\$[____]/yr	[Affected workers]	[# trained / placed]	Annual
Limited Onsite Jobs	[Finding]	[e.g., regional infrastructure training]	\$[____]/yr	Local residents	[Certifications earned]	Annual
Access Barriers	[Finding]	[e.g., stipends, childcare, transport]	\$[____]/yr	LMI participants	[% completion rate]	Annual
Education Pathways	[Finding]	[e.g., HBCU / CC partnership]	\$[____]/yr	Students	[Enrollments]	Annual
Economic Diversification	[Finding]	[e.g., small business incubation]	\$[____]/yr	Local entrepreneurs	[Businesses supported]	[Date]

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**Table 3. Project-Specific Water, Environment and Community**

Impact Area	Identified Impact / Finding	Mitigation Measure	Performance Standard / Metric	Funding Source	Responsible Party	Deadline / Milestone
Water Use	[e.g., High peak summer withdrawals from municipal system]	[e.g., Install water reuse system; fund watershed restoration]	[e.g., $\leq X$ gallons/MWh; reuse $\geq X\%$ ]	CBF – Water Line Item	Developer	[Date / Phase]
Water Quality	[Finding]	[Mitigation]	[Metric]	CBF	Developer	[Date]
Land Use / Habitat	[Finding]	[Mitigation]	[Metric]	CBF	Developer	[Date]
Noise / Lighting	[Finding]	[Mitigation]	[dBA / lumens / hours]	CBF	Developer	[Date]
Community Space	[Finding]	[Mitigation]	[Deliverable]	CBF	Developer	[Date]
Other	[Finding]	[Mitigation]	[Metric]	CBF	Developer	[Date]

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**Table 4. Project-Specific Water Use and Protection**

Water Impact Area	Identified Impact / Finding	Operational Limit or Mitigation Measure	Funding Amount	Performance Metric	Responsible Party	Deadline / Review Cycle
Total Water Use	[Finding]	[Annual cap / reuse requirement]	\$[____]	[Gallons/year]	Developer	Annual
Drought Risk	[Finding]	[Curtailment plan implementation]	\$[____]	[Compliance during drought]	Developer	As triggered
Water Quality	[Finding]	[Testing / remediation]	\$[____]	[Contaminants reduced]	CAB / Partner	Annual
Community Access	[Finding]	[Emergency water access]	\$[____]	[Households served]	CAB	As needed
Other	[Finding]	[Mitigation]	\$[____]	[Metric]	[Party]	[Date]