

COMMUNITY BENEFITS AGREEMENT

between

CONTRA COSTA COUNTY

and

AMERESCO KELLER CANYON RNG LLC

County File CDLP#18-02022

This Community Benefits Agreement (“Agreement”) is entered into as of August 10, 2021, (“Effective Date”) by and between Contra Costa County, a political subdivision of the State of California, (“County”) and Ameresco Keller Canyon RNG LLC, a Delaware limited liability company (“Ameresco”).

Recitals

A. On July 13, 2021, the County issued Ameresco a land use permit (the “LUP”) for the Ameresco’s Renewable Natural Gas Processing Facility and Pipeline (the “RNGPFP”), located at Keller Canyon Landfill, 901 Bailey Road, in the Pittsburg area in unincorporated Contra Costa County (County File No. CDLP#18-02022).

B. In addition to obtaining the LUP and other discretionary state and local approvals to operate the RNGPFP, Ameresco intends to obtain a County building permit to construct the RNGPFP. Following construction of the RNGPFP and after the construction has passed all required inspections by the County, Ameresco will receive a certificate of occupancy from the County (“Occupancy Certificate”).

C. Processing landfill gas to renewable natural gas to sufficient quality to allow it to be placed into the regional natural gas network is a unique land use with unique impacts on the community. Prior to approval of the LUP by the Board of Supervisors, Ameresco agreed to enter into this Agreement with the County within 60 days of approval of the LUP. This Agreement includes voluntary commitments made by Ameresco to pay \$50,000 per year to the County while the RNGPFP is operational, with the first payment to be made one year from the date Ameresco receives its Occupancy Certificate.

Agreement

NOW THEREFORE, the County and Ameresco agree as follows:

1. **Purpose.** The purpose of this Agreement is to memorialize Ameresco’s commitment to paying the County \$50,000 per year to the County while the RNGPFP is operational with funds to be deposited in the Keller Canyon Mitigation Fund and disbursed by the County to fund projects benefitting the community according to the protocols in place for that Fund.

2. **Term.** The term (“Term”) of this Agreement begins on the Effective Date, and it expires upon the earliest of any of the following to occur: (a) the expiration of the LUP and any extensions and renewals thereof; (b) the revocation of the LUP; and (c) the effective date of any court decision ruling that the LUP is invalid.

3. **Community Benefits Payment.** Ameresco shall make an annual community benefits payment to the County (each a “Payment”) for each year, or portion thereof, during the Term that the RNGPFP operates (each an “Operating Year”). The first Operating Year begins on the date the Occupancy Permit is issued, and it ends one year thereafter. Each subsequent Operating Year begins on the anniversary of the issuance of the Occupancy Certificate, and it ends one year thereafter. Each Payment shall be calculated in accordance with Section 4.

4. **Calculation of Payments.**

a. **Annual Payment.** Ameresco’s Payment to the County for the first Operating Year shall be \$50,000. Beginning with the second Operating Year, and for each Operating Year thereafter, the Payment for the Operating Year shall increase based on any increase in the Consumer Price Index for the San Francisco-Oakland-Hayward Combined Statistical Area (U.S. Bureau of Labor Statistics) for the 12-month period ending on the last day of the prior Operating Year. For example, the Payment for the second Operating Year is calculated as follows: $[\$50,000] \times [\text{CPI increase, if any, for the 12-month period ending on the last day of the first Operating Year}] = \text{Payment for second Operating Year}$.

b. **Pro-Rated Payment for Last Year of LUP.** Notwithstanding anything to the contrary in this Section 4, Ameresco shall pay the County a pro-rated final Payment for the last Operating Year during the Term (“Final Payment”), which shall be:

(i)
$$\frac{[(\text{Then-current Payment})] \times [(\text{number of days from and including the first day of the then-current Operating Year, through and including the expiration date})]}{(365)}$$

If Ameresco has not already paid its Payment for the preceding Operating Year, Ameresco shall include that Payment with the Payment it makes under this Section 4(b). Ameresco’s obligations under this Section 4(b) shall survive the expiration of this Agreement.

5. **Timing of Payments.** Ameresco shall make each Payment to the County within 60 days after the end of the Operating Year for which the Payment is being made. Ameresco shall pay the Final Payment to the County within 60 days after the expiration of this Agreement.

6. **Deposit and Use of Payments.** The Director will ensure that all Payments are deposited in the Keller Canyon Mitigation Fund. The use and allocation of all Payment revenues will be determined according to the policies and procedures for administration of the

[Signatures on next page.]

Contra Costa County and Ameresco have executed this Agreement as of the Effective Date.

CONTRA COSTA COUNTY

AMERESCO KELLER CANYON RNG LLC

By: _____

By:  _____

Name: John Kopchik

Name: Michael Bakas

Title: Director, Department of Conservation and Development

Title: Executive Vice President