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| **Docket Number:** | 24-OPT-03 |
| **Project Title:** | Soda Mountain Solar |
| **TN #:** | 269623 |
| **Document Title:** | CBA with Baker Valley Unified School District |
| **Description:** | This document is a fully executed Community Benefits Agreement with the Baker Valley Unified School District to transform an underutilized campus facility into a Sustainability Learning Center that will serve as a hands-on environmental education hub for all district students. This project addresses educational equity by ensuring rural students have access to the same innovative, hands-on sustainability education found in larger districts. The center will serve approximately 100 students annually and will also provide opportunities for community workshops and partnerships with local industries. |
| **Filer:** | Hannah Arkin |
| **Organization:** | Resolution Environmental |
| **Submitter Role:** | Applicant Representative |
| **Submission Date:** | 4/24/2026 10:47:42 AM |
| **Docketed Date:** | 4/24/2026 |

Baker Valley Unified School District proposes the transformation of an underutilized campus facility into a Sustainability Learning Center that will serve as a hands-on environmental education hub for all district students. Located in a rural desert community, our district serves a small but resilient student population with limited access to experiential STEM and environmental learning opportunities.

This project will convert an existing vacant building and courtyard that was formerly used as a community center into an indoor instructional space paired with a dynamic outdoor classroom designed for place-based learning. Aside from an outdoor classroom where teachers can give lessons, we want give it an amphitheater feel so that if we have a speaker come talk about conservation or any topic at all they can use that area.

We have already had talks with MP Materials and they agreed to send us some geology samples of the rocks they find in their mine, but in addition to that we want to create a student garden space to explore agriculture, as well as a museum quality space showcasing the numerous plant and animal life here in Baker and the surrounding areas including the Amargosa Vole which is on the endangered species list and can only be found in the neighboring wetlands of Tecopa and Shoshone.

In a community shaped by hospitality, mining, and the unique challenges of desert living, this center will prepare students to become informed stewards of their environment while introducing them to emerging careers in sustainability, natural resource management, and to some extent green technologies.

The outdoor space is proposed to include an outdoor classroom, plant beds, a hydroponic system and other aspects of horticulture/agriculture. Allowing students to engage directly in applied science. The indoor space will support more of the “things to see” display cases with geological samples, animals, plants and other items as we flesh it out even further.

This project addresses educational equity by ensuring rural students have access to the same innovative, hands-on sustainability education found in larger districts. The center will serve approximately 100 students annually and will also provide opportunities for community workshops and partnerships with local industries.

By transforming an unused facility into a vibrant learning environment, the district is investing in long-term student engagement, career readiness, and environmental responsibility. We appreciate the opportunity and would love if you would partner with us on this.

Thank you,

Milan Stijepovic

Superintendent Baker Valley Unified School District.

# Community Benefits Agreement Between Soda Mountain Solar, LLC and Baker Valley Unified School District

This Community Benefits Agreement, dated as of April 23, 2026 (this "**Agreement**"), is entered between Soda Mountain Solar, LLC, a Delaware limited liability company ("**Developer**"), and Baker Valley Unified School District, a California unified school district ("**Recipient**," and together with Developer, the "**Parties**," and each, a "**Party**").

## RECITALS

A. Developer is developing the Soda Mountain Solar Project, a utility-scale solar photovoltaic electrical generating and storage facility ("**Project**") located in San Bernardino County, California, pursuant to the California Energy Commission's ("**Commission**") opt-in program (Public Resources Code § 25545 et seq.);

B. Under the Commission's opt-in program, Public Resources Code § 25545.10 requires Developer to enter into one or more legally binding and enforceable agreements with, or that benefit, a coalition of one or more community-based organizations where there is mutual benefit to the parties to the agreement;

C. Recipient is a governmental entity formed under the California Education Code and California state law, and located in San Bernadino County. The Recipient is a public unified school district that provides public education for students in pre-school, kindergarten through grade 12, and adult school in the Baker Valley Unified School District ("**BVUSD**") in San Bernardino County, and addresses the needs and interests of the local and San Bernardino communities;

D. Recipient has requested funding from Developer to remodel Recipient's underutilized campus facility and adjacent exterior area located at 72100 Schoolhouse In, Baker, CA 92309, to create a Sustainability Learning Center that will serve as a hands-on environmental education hub for students in the BVUSD ("**Remodeling Project**", as further described herein). The center will serve approximately 100 BVUSD students annually, including providing opportunities for community workshops and partnerships with local industries. The Remodeling Project will include: (1) new landscaping and outdoor improvements: design, planting, and construction of newly-landscaped areas, plant beds, student gardens, and associated irrigation/hydroponic systems; (2) building modifications: roof repairs, exterior painting; (3) interior renovations: minor interior demolition, removal of walls, creation of art display areas, restroom renovation and repairs, and interior painting; (4) outdoor renovations: design and planning for minor demolition, construction, and materials for an outdoor classroom, including outdoor furniture; (5) acquisition of art and construction supplies: museum-quality display booths, wall art; (6) design and engineering services: indirect costs and other consulting services for the aforementioned project elements;

E. The goal of the Remodeling Project is to provide an outdoor classroom for place-based learning focused on experiential Science, Technology, Engineering, and Mathematics ("**STEM**") curriculum, which will prepare students to become informed stewards of their environment while introducing them to emerging careers in sustainability, natural resource management, and certain green technologies. The Remodeling Project will therefore allow the Recipient to strengthen its long-term student engagement and STEM curriculum, and enhance career readiness curriculum for BVUSD students (“**Recipient Program**”);

F. There is mutual benefit to the Parties in entering into this Agreement, as the Recipient will receive significant funding to further the Recipient Program, and Developer will satisfy the requirements of Public Resources Code § 25545.10 in furtherance of developing the Project in accordance with the State of California's renewable energy goals; and

G. The Parties intend for this Agreement to satisfy the Developer's obligation under Public Resources Code § 25545.10(a).

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and other consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree to the following terms and conditions:

1. Recitals. The recitals contained above are hereby incorporated by this reference and are binding upon the Parties.

2. Community Benefit Payment. It is the intent of the Parties that the payment made under this Agreement (“**Payment**”) be received and used by Recipient to implement the Recipient Program in compliance with all applicable federal, state, and local laws, regulations, and codes. Recipient represents and warrants to Developer that it is a tax-exempt entity pursuant to all applicable sections of the Internal Revenue Code. The Parties acknowledge that they may be required by law to report information about the Payment and each Party agrees to report such information as legally required.

3. Payment. Developer agrees to make the Payment to Recipient in the total amount of Five Hundred Thousand Dollars ($500,000.00).

Developer shall deliver the Payment to Recipient within ninety (90) days after all of the Conditions Precedent (defined in Section 3.2, below) have occurred. As of the delivery of the Payment, Developer grants Recipient irrevocable ownership, rights, title, and interest in the Payment upon the terms and conditions set forth in this Agreement and without monetary payment to the Developer. Payment will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient will determine the disposition of the Payment subject to Section 3.1, below.

3.1. Conditions of Use.

(a) Recipient shall use the Payment toward implementation of the Recipient Program, and for no other purpose.

(b) Recipient shall not use the Payment for the benefit of any officer, director, board member, volunteer, or employee of the Recipient.

(c) Upon request by Developer, Recipient agrees to provide an accounting that evidences the use of the Payment in accordance with this Agreement.

(d) Recipient will not challenge, oppose, contest, take adverse action, or bring suit, administratively or judicially, regarding the Project or Project Approvals (defined below).

3.2. Payment Conditioned on Project Approval

Developer's obligation to make the Payment under this Agreement is conditioned on the occurrence of all of the following conditions precedent (the "**Conditions Precedent**"):

(a) Developer's receipt of the Final and Unappealable (defined below) Commission certification to construct and operate the Project ("**CEC Certification**");

(b) Issuance to Developer of a Notice to Proceed ("**NTP**") for the Project from the Commission's Compliance Division ("**CEC NTP**");

(c) Developer's Receipt of Final and Unappealable approvals from the U.S. Bureau of Reclamation for the Project consistent with the CEC Certification ("**BLM Approvals**");

(d) Developer's receipt of all other Final and Unappealable permits and approvals necessary for Project construction, including but not limited to applicable permits from the California Department of Transportation, the California Department of Toxic Substances Control, the California Environmental Protection Agency, the Mojave Desert Air Quality Management District, and the County of San Bernardino (together with the CEC Certification, the CEC NTP, and the BLM Approvals, collectively, the "**Project Approvals**");

(e) Developer's receipt of acceptable assurances related to financing for the Project; and

(f) Issuance by the Developer of a NTP to the primary engineering, procurement, construction contractor under the relevant engineering, procurement, and construction agreement for the Project.

"**Final and Unappealable**" means final for all purposes and not subject to further legal or administrative challenge or appeal or, if a legal or administrative challenge is filed, a final judgment or resolution upholding the Project Approvals, decisions, and/or authorizations, as applicable.

4. Confidentiality. Each Party agrees to keep in confidence, to the extent permitted by applicable law, including, the California Public Records Act (Cal. Govt. Code, § 7920.000 *et seq.*), the execution, terms and conditions as well as performance of this Agreement, and any confidential data and information of the other Party that such Party may know or gain access to in relation to a Party's performance under this Agreement (hereinafter referred to as "**Confidential Information**"), and shall not disclose such Confidential Information to any third party without the prior written consent of the disclosing Party; provided, however, that Developer may disclose any

Confidential Information: (a) to its Affiliates (defined below) and its and their respective officers, employees, agents, advisors, actual or potential investors or lenders; and (b) to the Commission in support of Developer's application for approval of the Project through the opt-in program; and provided, further, that Developer understands that Recipient is subject to the California Public Records Act and that, as a result, it may be required, subject to such exemptions under such Act as may be applicable, to disclose this Agreement and other Confidential Information upon a request under such Act. The provisions of this Section 4 shall survive the termination of this Agreement for a period of five (5) years.

5. Public Announcements. Developer reserves the right to make public announcements and communicate with any news or other media organizations regarding this Agreement without prior consent of, or notice to, Recipient. Recipient shall not make any public announcements concerning this Agreement, or the transactions contemplated hereby, or otherwise communicate with any news or other media organizations concerning this Agreement, without the prior written consent of Developer.

6. Waiver and Release. Recipient for itself and on behalf of its respective present and former officers, directors, board members, and employees hereby expressly releases, waives, and forever discharges Developer, and its respective present and former, direct and indirect, Affiliates, employees, officers, directors, shareholders, members, managers, agents, representatives, permitted successors, and permitted assigns, from any and all claims, actions, causes of action, suits, losses, expenses, liabilities, obligations, damages, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, or equity arising out of or in connection with this Agreement whether arising out of the negligence of Developer or Recipient or otherwise, except for any claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Agreement and any liabilities that cannot be released or waived under applicable law. "**Affiliate**" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with a Party. In this definition "controls" and "control" mean the power by contract to direct the management and policies of an entity through the beneficial ownership of 50% or more of voting equity securities or other equivalent voting interests of the entity. The provisions of this Section 6 shall survive the termination of this Agreement for a period of five (5) years.

7. Indemnification. Recipient shall indemnify and defend Developer and its Affiliates and its and their respective officers, directors, managers, members, employees, agents, successors, and permitted assigns (each, an "**Indemnified Party**") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by an Indemnified Party arising out of or related to any third-party claim alleging:

(a) breach or non-fulfillment of any provision of this Agreement by Recipient or another Indemnified Party;

(b) any negligent or more culpable act or omission of Recipient (including any reckless or willful misconduct) in connection with the Payment;

(c) any alleged bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or culpable acts or omissions of Recipient (including any reckless or willful misconduct); or

(d) any failure by Recipient to comply with any applicable federal, state, and local laws, regulations, and codes in connection with the Payment.

The provisions of this Section 7 shall survive the termination of this Agreement for a period of five (5) years.

8. Limitation of Liability. **IN NO EVENT SHALL DEVELOPER OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE PAYMENT, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DEVELOPER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR A PERIOD OF FIVE (5) YEARS.**

9. Term and Termination. This Agreement shall be effective as of the date first written above ("**Effective Date**") and shall remain in effect until the earliest of the following: (i) termination by mutual consent of the Parties in writing, or (ii) Developer's delivery to Recipient of the Payment following the satisfaction of the Conditions Precedent, as set forth in Section 3.2. Except for any provision of this Agreement that expressly survives the termination of this Agreement, upon the occurrence of (i) or (ii) in this Section 9, the Agreement shall terminate without further action by either Party and be null and void and of no further force or effect, and Developer shall have no further obligations under this Agreement, including without limitation making the Payment to the Recipient, if applicable.

10. Notices. Any notice, demand or request (each, a "**Notice**") required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when (a) delivered personally or by a nationally recognized overnight courier service (cost prepaid), (b) sent by e-mail with confirmation of transmission by the transmitting equipment or (c) received or rejected by the addressee, if deposited in the U.S. Mail as certified or registered mail with postage prepaid, in each case addressed to the Party to be notified at such Party's address as set forth below, as may be subsequently modified by written notice:

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| If to Developer: | Soda Mountain Solar, LLC<br>c/o Vitol Inc.<br>2925 Richmond Ave., Suite 1100<br>Houston, Texas 77098<br>Attn: General Counsel<br>Email: legalhouston@vitol.com |

If to Recipient:

Milan Stijepovic
Superintendent
Baker Valley Unified School District
72100 Schoolhouse Lane
PO Box 460
Baker, California 92309
Email: milan_stijepovic@baker.k12.ca.us

11. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12. Assignment. Developer is permitted, in its sole discretion, to assign any or all of its rights, benefits, and obligations under this Agreement to any successor(s) in interest to all or any part(s) of the Project. Any such assignment shall be by a written instrument. In the event of any such assignment(s), Developer must ensure that the assignee(s) become contractually obligated to comply with all of Developer's obligations under this Agreement pertaining to the assignment(s) in question unless Developer expressly retains one or more of such obligations itself. Recipient may not assign any or all of its rights, benefits, and obligations under this Agreement. A direct or indirect change of control of Developer is not and shall not be deemed and to be an assignment.

13. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. This Agreement may be executed by electronically delivered signatures. If so executed, any copy of this Agreement bearing original or electronically delivered signatures may be used to establish the contents and valid execution of this Agreement. Each person signing this Agreement represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the Party for which he or she is signing, and by so executing to bind such Party to the terms herein.

16. Force Majeure. Neither Party shall be responsible or liable for any failure or delay in the performance of its obligations pursuant to this Agreement arising out of or caused by, directly or indirectly, forces beyond the reasonable control of such Party, including, without

limitation, fire, explosion, flood, acts of war or terrorism, non-Union strikes, and riots, provided that such Party shall use commercially reasonable efforts to avoid or remove such causes of non-performance and promptly continue performance under this Agreement whenever such causes are removed.

17. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

18. No Third-Party Beneficiaries. The rights contained in this Agreement belong solely to the Parties and to any permitted assignee pursuant to Section 12, above. No other person or entity shall have any rights under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**BAKER VALLEY UNIFIED SCHOOL DISTRICT**

By: ______________________________
Name: Milan Stijepovic
Title: Superintendent

**SODA MOUNTAIN SOLAR, LLC**

By: ______________________________
Name: Michael Cocchimiglio Jr.
Title: CEO and Head of Development