

TOWN OF HOMER, LA - RESOLUTION NO. 22-006

Sustainability as a Service®

Exhibit 2
Service Addendum

This Document. This document, Ref # 1243-001, (“**Service Addendum**”) is entered into as of the Effective Date set forth below by and between Town of Homer, LA (“**Customer**”) and SP Meters 2021, LLC (“**SP Entity**”).

General Terms. The “**General Terms**” referred to herein are those General Terms set forth in Exhibit 1 to that certain Cooperative Endeavor Agreement (the “**CEA**”), dated as of May 16, 2022, between Sustainability Partners, LLC (“**SP**”) and Customer, in the form attached thereto on the effective date of the CEA, without giving effect to any amendments, waivers, or any other modifications thereto. The “**Notice to Proceed**” and the “**Certificate of Acceptance**” referred to herein are those attached to the CEA as Exhibit 3 and Exhibit 4, without giving effect to any amendments, waivers, or any other modifications thereto.

This Agreement. Each unique combination of General Terms, Service Addendum, Notice to Proceed and Certificate of Acceptance constitutes a standalone binding agreement between Customer and SP Entity. Capitalized terms not defined in this Service Addendum have the meanings given in the General Terms.

Other than a Rights Fee or IaaS, this Addendum is limited to the design, engineering, permitting, repair, maintenance, remodeling, renovation, modernization, or construction of an existing facility at the Location and does not involve a change or increase in the size, type, or extent of the facility.

The “**LOCATION**”. State: LA

Various locations throughout the Town of Homer

| | | | | | |
|---------|-----|----------|-----|-------------------------------------|-----|
| Amount: | N/A | Trigger: | N/A | Type (Rights Fee/Connect Fee/IaaS): | N/A |
|---------|-----|----------|-----|-------------------------------------|-----|

The “**USA SERVICE**”

| Unit “Id #” | Quantity | Description of USA service components (the “Units”) | \$ Installation Limit / Each |
|-------------|----------|--|------------------------------|
| * A * | 1,600 | FlowIQ 2200 25 GPM 5/8” x 3/4” x 7 - 1/2” (3/4” thread) Composite | \$70 |
| * B * | 52 | FlowIQ 2200 55 GPM 1” x 10 3/4” | \$70 |
| * C * | 16 | FlowIQ 3200 120 GPM 1 1/2” (fl) x 13” | \$325 |
| * D * | 26 | FlowIQ 3200 160 GPM 2” x 17” SS | \$325 |
| * E * | 2 | FlowIQ 3200 700 GPM 4” x 14” SS | \$795 |
| * F * | 2 | Kamstrup AMI RF Collector | \$4,000 |
| * G * | 1 | AMI Equipment: (Qty. 100) Meter Boxes; (Qty. 1596) Meter Lids; (Qty. 1) READy Converter & USB Charger; (Qty.1) Bluetooth Optical Head with Charger; (Qty. 75) External Antenna 5” with Pit Mount 6.6 Cable | Included in Id #'s A-F |

The Term

| | | | | | | | |
|--|---|--------------------|---|-----------------------------|---|----------------|---|
| “ Initial Term ”: | 1 | Month/Years | M | “ Additional Term ”: | 1 | Mo/Yrs. | M |
| *(If Customer is the Initial Funding Entity, the Initial Term is determined based on Section 10.1) | | | | | | | |

USA PAYMENT CALCULATION and DEFINITIONS

| | | | |
|--|---|-----------------------|-----|
| “ USA Payment ” | is the total of Unit(s) * (Usage + Capacity + Availability) + MMC/MMR Reserves + Deferred Catchup | | |
| “ Capacity ” | is Capacity Base * Usage Rate | | |
| Utility charge or revenue share? (U/R) | U | If R, revenue source: | N/A |

| Unit Id # | SP Initial Funding Entity? | Rights Fee? | Full Capacity / Month | How Usage Unit will be measured | Usage Unit | Usage Rate | Availability | |
|-----------|----------------------------|-------------|-----------------------|---|---------------|------------|--------------|------|
| | | | | | | | Unit | Rate |
| * A * | Yes | No | 1,817 | number of meters in the Collective Metering Systems, reported monthly | Meters | \$6.017 | N/A | |
| * B * | Yes | No | same as Id #A | same as Id #A | same as Id #A | \$8.032 | N/A | |
| * C * | Yes | No | same as Id #A | same as Id #A | same as Id #A | \$17.885 | N/A | |
| * D * | Yes | No | same as Id #A | same as Id #A | same as Id #A | \$19.720 | N/A | |

| | | | | | | | |
|-------|-----|----|---------------|--|--------------------------------------|--------------------------------------|-----|
| * E * | Yes | No | same as Id #A | same as Id #A | same as Id #A | \$56.212 | N/A |
| * F * | Yes | No | same as Id #A | same as Id #A | same as Id #A | \$300.839 | N/A |
| * G * | Yes | No | same as Id #A | included in Usage Rates of Units A - F | included in Usage Rates of Units A-F | included in Usage Rates of Units A-F | N/A |

| | | | | | |
|---|---|--------------------|--|---|--------------------|
| “Expected Use” of Full Capacity (monthly): | = | 91% (1,652 Meters) | “Lowest Expected Use” of Full Capacity (monthly): | = | 85% (1,544 Meters) |
|---|---|--------------------|--|---|--------------------|

Customer’s signatory is authorized to approve up to the following for increases to the Usage Rate:

| | | | | | | | | |
|---------------------------|---|-----|----------------------------------|---|----|----------------------------------|---|-----|
| Scope Contingency: | = | 10% | Underwriting Contingency: | = | 5% | Supply Chain Contingency: | = | 10% |
|---------------------------|---|-----|----------------------------------|---|----|----------------------------------|---|-----|

“Price Index”

| | | | |
|--|---|-----|---|
| “Price Index” (select one) | = | PPI | U.S. CPI - All Urban Consumers, U.S. City Average (CUUR0000SA0) U.S. PPI - Commercial machinery repair & maintenance (PCU81138113) Other: 0.00% |
| USA Payment “ % Eligible for Index” | = | 20% | Credited to: MMC |

INSTALLATION MATTERS

| | | |
|--|--|---|
| “Installation Limit”: See “USA SERVICE” Table above | “Completion Target”: 3 - Months | Monthly “Carrying Charge”: 0.85% |
|--|--|---|

Approved Installation Contractors: Contracting Party shall be SP Entity or Customer (S/C) S

| | |
|----------------------------------|---|
| ETEC Services Inc. (ETEC) | Utility Metering Solutions LLC (UMS) |
|----------------------------------|---|

Approved MMC – MMR Providers: Contracting Party shall be SP Entity or Customer (S/C) S

| | |
|----------------------------------|---|
| ETEC Services Inc. (ETEC) | Utility Metering Solutions LLC (UMS) |
|----------------------------------|---|

OTHER APPLICABLE TERMS

| | Actual | Suggested | | | | |
|---|--------|---|------------------|--|-------------------------------------|---|
| MMC Reserve | \$323 | \$360 | Per (Month/Year) | M | Starting month # after Install Date | 1 |
| MMR Reserve | \$0 | \$0 | Per (Month/Year) | M | Starting month # after Install Date | 1 |
| Defer USA Payments by: | 0% | Defer monthly Usage over: | N/A | # of months being deferred: | N/A | |
| # of months to spread Deferred Catchup over: | N/A | Starting month # for Deferred Catchup: | N/A | plus the Unit’s annual monthly standard deviation to Unit Use | Yes | |

| | | |
|------------------------|---|--------|
| Disposition: | Upon termination perform Assignment of ownership or grant Sole Use License? (A/L) | L |
| Self-Install: | Has Customer opted to self-install the USA Service itself? Yes/No | No |
| MMC Agreement: | Will Customer source and contract for Unit maintenance and renewal services? Yes/No | No |
| Taxes and Fees | Taxes and Fees direct bill or add to applicable Usage Rates? Direct/Usage | Direct |
| Right of Return | Does Customer have a RoR (per Section 14.1 of the General Terms)? | No |
| Return Limit | 10% If RoR is Yes, then # of months after the USA Start Date the RoR applies to: | N/A |

Additional Terms: The following terms shall also control over any conflicting terms in the Contract:

1. The Louisiana Constitution of 1974, as amended, in Article VII, Section 14(C), provides that for a public purpose, the state and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual.
2. The Louisiana Constitution of 1974, as amended, in Article IX, Section 1 provides that the natural resources of the state, including air and water, and the healthful, scenic, historic, and esthetic quality of the environment shall be protected, conserved, and replenished insofar as possible and consistent with the health, safety, and welfare of the people.
3. The operating costs and deferred maintenance and replacement of assets at Customer owned and operated Locations places a substantial financial burden on the Customer and exposes the Customer and those Locations to risks that materially and adversely impact the Customer's ability to conduct its business and satisfy its commitments and obligations.
4. This project is for the public purpose of upgraded water meters that comports with the Customer's governmental purpose for which the Customer has the legal authority to pursue.
5. The USA Payments are not gratuitous because the Customer is using and operating the Units.
6. The Customer has a demonstrable objective, and reasonable expectation of receiving a benefit or value at least equivalent to the amount expended, as the USA Payments are for significant improvements to the Locations in the form of water meters that are utilized by the Customer's citizens and improve the natural resources of the State of Louisiana and the healthful, scenic, historic, and esthetic quality of the environment, consistent with the health, safety, and welfare of the people.
7. Expected Use at Full Capacity is defined as the maximum number of additional connections that the project, as configured, could accommodate before incremental equipment (i.e., collectors) would be needed. Based on the current project scope of 1,696 total Meters and 2 Collectors (925 meters per collector), the estimated total number of meters per collector will be approximately 848 given the layout and geographic footprint of the Town of Homer.
8. The cost of the property and liability insurance pursuant to Section 5.3 of the General Terms and Conditions shall be \$160 per month until such time as Customer obtains its own insurance policy and provides a Certificate of Insurance to the SP Entity pursuant to Section 5.3. This amount will be added to Customer's monthly invoice.
9. The USA Payment shall be made pursuant to the Authorization Agreement for direct ACH debits and credits.

Effective Date: June __, 2022

Customer:

Town of Homer, LA

By: _____

Name: Dr. Xanthe Y. Seals

Title: Mayor

SP Entity:

SP Meters 2021, LLC

By: Sustainability Partners Services LLC, its Manager

By: _____

Name: Adam T. Cain

Title: COO & General Counsel

TOWN OF HOMER - RESOLUTION NO. 22-006

Exhibit 3
Notice to Proceed (“NtP”)

June __, 2022

Notice to Proceed for Service Addendum #: **1024-001**

RE: **Notice to Proceed**

The “Customer” and the “SP Entity” identified at the end of this Notice to Proceed are parties to the above referenced Service Addendum. Capitalized terms not otherwise defined in this Notice to Proceed have the meanings provided in the Service Addendum.

Customer hereby formally notifies and confirms to the SP Entity that, upon the SP Entity’s delivery of countersigned copies of this Notice to Proceed:

(i) Confirmed Units for this Notice to Proceed to be installed at the Location:

| Unit “Id #” | Quantity | Description of USA service components (the “Units”) | Estimated Useful Life |
|-------------|----------|--|-----------------------|
| * A * | 1,600 | FlowIQ 2200 25 GPM 5/8” x 3/4” x 7 - 1/2” (3/4” thread) Composite | 25 |
| * B * | 52 | FlowIQ 2200 55 GPM 1” x 10 3/4” | 25 |
| * C * | 16 | FlowIQ 3200 120 GPM 1 1/2” (fl) x 13” | 25 |
| * D * | 26 | FlowIQ 3200 160 GPM 2” x 17” SS | 25 |
| * E * | 2 | FlowIQ 3200 700 GPM 4” x 14” SS | 25 |
| * F * | 2 | Kamstrup AMI RF Collector | 25 |
| * G * | 1 | AMI Equipment: (Qty. 100) Meter Boxes; (Qty. 1596) Meter Lids; (Qty. 1) READy Converter & USB Charger; (Qty.1) Bluetooth Optical Head with Charger; (Qty. 75) External Antenna 5” with Pit Mount 6.6 Cable | 25 |

(ii) the contractor(s) identified in the Service Addendum are approved contractor(s) for the Installation;

(iii) the following Vendor Contracts have been reviewed and approved:

1. ETEC
2. UMS

(iv) the Service Addendum identified above, restates and supersedes any prior Service Addendum for the project and is hereby reaffirmed and ratified by the parties hereto;

(v) the acquisition of the Unit(s) by the Initial Funding Entity may occur, and the Installation may begin, subject to the terms of the Service Addendum;

(vi) MMC will be: \$323; MMR will be: \$0; and

(vii) Taxes and Fees expressed as % of Unit(s) Actual Cost

| | | | | | |
|--------------------------|----------|-------------------------------|----------|--------------------|----------|
| taxes, fees and permits: | TBI) | post-installation owners rep: | included | project developer: | included |
| underwriting: | included | installation owners rep.: | included | origination: | included |

Effective Date: June __, 2022

This Notice to Proceed is hereby issued and accepted:

Customer:

Name: Town of Homer, LA

Signature: _____

Name: Dr. Xanthe Y. Seals

Title: Mayor

SP Entity:

Name: SP Meters 2021, LLC

By: Sustainability Partners Services LLC, its Manager

Signature: _____

Name: Adam Cain

Title: COO & General Counsel

Date: _____

Certificate Of Completion

Envelope Id: 0FD35D8B317B45D6929E7E7009CCA25D
Subject: Please DocuSign: Town of Homer_SP Cover Letter & Addendum and NIP_6.14.2022
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Status: Sent

Envelope Originator:
Tracye Boegner
98 E El Freda Circle
Tempe, AZ 85284
tboegner@s.partners
IP Address: 73.180.179.6

Record Tracking

Status: Original
6/14/2022 2:59:41 PM

Holder: Tracye Boegner
tboegner@s.partners

Location: DocuSign

Signer Events

Dr. Xanthe Y. Seals
mayorseals@townofhomer.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/17/2022 8:55:52 AM
ID: 35f80068-2623-40fe-8a3a-252c5be80937

Adam Cain
acain@s.partners
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Timestamp

Sent: 6/14/2022 3:09:09 PM
Resent: 6/16/2022 10:28:45 AM
Resent: 6/17/2022 7:47:51 AM
Viewed: 6/20/2022 1:29:41 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Bert Carson
bcarson@s.partners
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 8/1/2021 4:42:25 PM
ID: b164e458-47a4-4a99-971e-31a9874a4132

Jason Hewitt
jhewitt@s.partners
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 1:52:48 PM
ID: a415e187-3618-474c-88e3-bc8d11b17375

Carbon Copy Events**Status****Timestamp**

Jake Beebe

jbeebe@s.partners

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/21/2022 12:58:39 PM

ID: 1c296fed-e7a7-410b-924b-cc330d8e3eb4

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/14/2022 3:09:09 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, Sustainability Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Sustainability Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tcain1217@s.partners

To advise Sustainability Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tcain1217@s.partners and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Sustainability Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tcain1217@s.partners and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Sustainability Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to tcain1217@s.partners and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies |

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Sustainability Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Sustainability Partners during the course of my relationship with you.



SUSTAINABILITY
PARTNERS

Sustainability as a Service®

June 3, 2022

Via Email (mayorseals@townofhomer.com)

Dr. Xanthe Y. Seals
Mayor
Town of Homer

RE: Post-CEA Service Addendum for Town of Homer's Smart Meter Water Project

After fully executing the Cooperative Endeavor Agreement ("CEA") with the Town of Homer, we are excited to move forward with the next step in the process. Enclosed herein for your review and approval is the Service Addendum, Notice to Proceed, and SP's standard form for direct ACH payments. There is no financial obligation to the Town of Homer until the Notice to Proceed is signed and returned to us. To summarize the initial Service Addendum attached, it provides the following:

| Agreement Term | Monthly |
|---|---|
| Equipment/Product Description | (Qty. 1,600) FlowIQ 2200 25 GPM 5/8" x 3/4" x 7 1/2" (Qty. 52) FlowIQ 2200 55 GPM 1" x 10 3/4" (Qty. 16) FlowIQ 3200 120 GPM 1 1/2" (fl) x 13" (Qty. 26) FlowIQ 3200 160 GPM 2" x 17" SS (Qty. 2) FlowIQ 3200 700 GPM 4" x 14" SS (Qty. 2) Kamstrup AMI RF Collectors AMI Equipment: (Qty. 100) Meter Boxes; (Qty. 1,596) Meter Lids; (Qty. 1) READy Converter & USB Charger; (Qty. 1) Bluetooth Optical Head with Charger; (Qty. 75) External Antenna 5" with Pit Mount 6.6 Cable |
| Usage Measure | Number of Meters in the Collective Metering Systems, as reported monthly |
| Usage Rates | \$6.017 - 1,600 FlowIQ 2200 25 GPM 5/8" x 3/4" x 7 1/2" \$8.032 - 52 FlowIQ 2200 55 GPM 1" x 10 3/4" \$17.885 - 16 FlowIQ 3200 120 GPM 1 1/2" (fl) x 13" \$19.720 - 26 FlowIQ 3200 160 GPM 2" x 17" SS \$56.212 - 2 FlowIQ 3200 700 GPM 4" x 14" SS \$300.839 - 2 Kamstrup AMI RF Collectors Rate included in all of the above for the AMI Equipment: (Qty. 100) Meter Boxes; (Qty. 1,596) Meter Lids; (Qty. 1) READy Converter & USB Charger; (Qty. 1) Bluetooth Optical Head with Charger; (Qty. 75) External Antenna 5" with Pit Mount 6.6 Cable |
| Estimated Total Monthly Usage Payment (excluding MMC) | \$11,558 |

After you have had a chance to review the Service Addendum and Notice to Proceed, please sign both and return to us for full execution. We will then proceed with finalizing equipment contracts and installer contracts (without any markups). Our mission is to ensure a faster procurement process, expedited installation, higher quality equipment, and the lowest cost of use for the Town of Homer. If you have any questions, please feel free to contact us. Your trust in us is our highest priority.

Thank you.