Riverbend
Water Resources District

RIVERBEND RESOLUTION NO. 20230222-04

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLTUS, INC. TO ENROLL IN A DISTRIBUTED ENERGY RESOURCE AGREEMENT.

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and
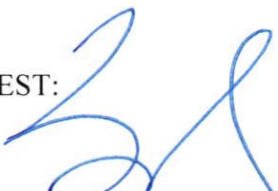
WHEREAS, Riverbend desires to engage in a distributed energy resources program with Voltus, Inc. Southwest Power Pool manages the electric grid and wholesale power market for the central US. Voltus works directly with the Southwest Power Pool to enroll customers in demand response. By enrolling in this program, Riverbend will be paid to temporarily conserve or shift electricity usage from the grid to generators when the grid does not have enough resources.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of Riverbend Water Resources District, hereby authorizes the Executive Director/CEO to enter into an interlocal agreement with Voltus, Inc. to enroll in a distributed energy resource agreement.

PASSED and APPROVED this 22nd day of February 2023

_____
Van Alexander, President

ATTEST:

_____
Sonja Hubbard, Secretary

Attached: Voltus Agreement

voltus
BETTER ENERGY • MORE CASH

Distributed Energy Resource Agreement

This Distributed Energy Resource Agreement ("Agreement"), effective as of the later signature date ("Effective Date"), is made between Voltus, Inc. ("Voltus" and "Party"), located at 2443 Fillmore St. #380-3427, San Francisco, CA 94115, and **Riverbend Water District** ("Customer" and "Party"), located at **228 Texas Avenue, Suite A New Boston, TX 75570**. Any Exhibit or Appendix attached hereto shall be incorporated herein by reference and be binding on the Parties.

1. **Term.** This Agreement will start on the Effective Date and automatically renew 72 months after the first day of participation in the distributed energy resource program(s) ("Program") for equal, subsequent terms unless either Party provides notice of its intent to terminate this Agreement within thirty (30) days of the end of the then current term.

2. **Voltus Managed Services**
   a. *Scope of Services*: Voltus will manage Customer's participation in the Program(s) listed on Exhibit 1, in accordance with rules set forth by Voltus, the grid operator, and/or utility ("Operator"). Voltus will (i) work with Customer to develop an appropriate curtailment plan; (ii) manage all aspects of Customer's participation in the Program(s) and (iii) process all Program financial settlements in accordance with the rules set forth by the Operator.
   b. *Voltlet and VoltApp:* Upon Customer's authorization, Voltus will equip Customer with a system that collects energy data ("Voltlet") and provides visibility of this data through the Voltus cloud ("VoltApp"). At the Customer's request, such system may enable remote distributed generation control and direct load management. Voltus will install the system at each Customer facility as identified on Exhibit 1, which may be amended with the Customer's written consent, including email, to reflect additional locations.

3. **Customer Requirements**
   a. *Utility Data:* Customer hereby authorizes utility data access for Voltus for facilities listed on Exhibit 1.
   b. *Voltlet Installation:* In the event a Voltlet needs to be installed, Customer will provide Voltus personnel, or their designee, with access to meters and/or equipment at facilities listed on Exhibit 1.
   c. *Acceptance Testing*: If the Program requires acceptance testing, Customer will work with Voltus to validate Customer capability at each facility in a timely manner.
   d. *Performance:* Customer will use best efforts to execute its curtailment plan when notified by Voltus in accordance with Program rules. The capacity listed on Exhibit 1 represents the Parties' best estimate of performance and actual enrollment may vary.

4. **Payments**
   a. *Payment Sharing:* Voltus will pay Customer 50.5% of all payments obtained by Voltus owing to Customer's performance in the Program(s), up to the total enrolled amount by facility, less $250 per Voltlet per month.
   b. *Underperformance:* By complying herewith, in no event shall Customer be penalized for underperformance.
   c. *Payment Timing:* Voltus will issue Customer payment within 45 days of Voltus's receipt of payment from the Operator for (i) each Program season if the Program has a fixed season, or (ii) the preceding quarter.

5. **General Terms**
   a. *Limitation on Liability:* Voltus is not liable for Customer participation in Program(s). All remedies or damages are expressly waived, including any indirect, punitive, special, consequential, or incidental damages, lost profit, or other business interruption damages.
   b. *Assignment*: Customer shall not assign or transfer this Agreement, including pursuant to a change of control, without Voltus's prior written consent.

Voltus, Inc.		Customer	
Name:	Todd W. Krause	Name:	KYLE DOOLEY
Title:	Chief Revenue Officer	Title:	EXECUTIVE DIRECTOR/CEO
Date:	3/1/2023	Date:	2-22-2023
Email:	tkrause@voltus.co	Email:	kyle.dooley@rwrd.org
Signature:	*DocuSigned by:* Todd W. Krause — 82244D59ABBF40C...	Signature:	*(signature)*

Exhibit 1

The descriptions for the Programs listed below are located at: https://www.voltus.co/contract/welcome

Program Operator and Name	Facility Address	Estimated Capacity (kW)
SPP Operating Reserves	228 Texas Avenue, Suite A New Boston, TX 75570	200