

Exhibit No. 403

The Raytown Water Company – Exhibit 403
USG Contract
File No. WR-2023-0344

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of a Rate)
Increase of Raytown Water Company.) File No. WR-2023-0344

EXHIBIT 403

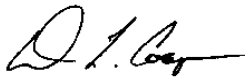
The Raytown Water Company provides the following as the Commission's requested

Exhibit 403:

DOCUMENT	DESCRIPTION
403 – A	Master Service Agreement
403 - B	Scope of Work (SOW) 1 and Amendments
403 – C	SOW 2 and Invoicing Terms

Respectfully submitted,

BRYDON, SWEARENGEN & ENGLAND P.C.

By: 

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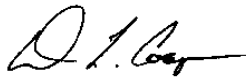
ATTORNEYS FOR
THE RAYTOWN WATER COMPANY

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing document has been sent by electronic mail this 30th day of November, 2023, to:

General Counsel's Office
staffcounsel@psc.mo.gov
casi.aslin@psc.mo.gov

Office of the Public Counsel
opcservice@opc.mo.gov
Anna.Martin@psc.mo.gov



MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between RAYTOWN WATER COMPANY with a principal business address of 10017 E. 63rd Street Raytown, MO 64133 ("Owner"), and UTILITY SERVICE CO., INC., a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, P O Box 1350, Perry, GA 31069 ("Company").

WHEREAS, the Owner and Company (collectively, "the Parties") desire for Company to provide goods and services to Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain goods and services ("Services") set forth on each properly executed SOW to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor and materials to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 2021 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of an SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. Company is, and shall at all times remain, an independent contractor. Company and each of Company's employees and principals shall not be deemed for any purpose to be Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of Owner or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. Owner is not responsible to any governing body or to Company for paying or withholding payroll taxes and other employee expenses related to payments made to Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and

neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind another Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than \$2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform under this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification. Company shall indemnify Owner and its officers and officials from and against any claims, actions, and suits resulting from and to the extent of the Company's negligence while performing the Services hereunder. Company's indemnification obligations hereunder shall be subject to Owner's prompt written notification to Company adequately describing any third-party claim(s) resulting from the Company's performance of Services hereunder. However, the Owner hereby agrees that disturbing pipes and operating valves to install the Equipment can result in leaking pipes or connections, pressure variances, toilet overflows, water heater operability issues, and other system effects (collectively, "System Effects") which can be expected when performing Equipment installations, and such System Effects would not necessarily be caused by a negligent installation or any negligence on the part of the Company or its installation subcontractor. Some System Effects can be expected; therefore, the Owner hereby agrees that the Company and its installation subcontractor shall not be liable for or responsible for indemnifying, defending, or resolving such claims, actions, and/or suits allegedly resulting from or arising out of any of the System Effects. The Owner shall be responsible to resolve all such claims, actions, and/or suits directly with any of its customers or end users.

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination. This Contract or any individual SOW is subject to termination by the either party upon delivery to the other party a written notice of termination. Such notice of termination shall be given to the other party at least ten (10) days prior to the effective date of such termination. Such notice of termination may only be given for any one of the following reasons:

- 1) If the other Party becomes insolvent, commits any act of bankruptcy, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or

2) if a receiver or trustee of any property or income of the other Party is appointed;
or

3) if the other Party:

- a. defaults in any material manner in its performance under this Agreement and
- b. fails within forty-five (45) days (or within such longer period as may be otherwise reasonable due to the circumstances) to take reasonable steps to remedy such default after written notice of default is received by the other Party.

However, in the event of termination by the Owner, the Company shall be entitled to immediate payment for all Services actually and properly performed up to and including the date of termination. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For illustrative purposes, if a contract is signed by an Owner on June 15, 2020, Contract Year 1 for that contract would be June 1, 2020 to May 31, 2021, and Contract Year 2 for that contract would be June 1, 2021 to May 31, 2022 and so on.

10. Intellectual Property. The Owner acknowledges that all intellectual property rights in the Services, their method of delivery, and all related know-how are owned by the Company or its licensors. The Owner hereby agrees and acknowledges that this Agreement and its SOWs shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in delivering the Services. To the extent that any new intellectual property or know-how is developed as a result of carrying out the Services, the new intellectual property rights will all be owned by the Company or its licensors, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability. IN NO EVENT WILL THE COMPANY OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, OFFICIALS, AND EMPLOYEES OR ITS SUPPLIERS (INCLUDING, BUT NOT LIMITED TO, ACLARA TECHNOLOGIES LLC) BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF THE COMPANY'S OR ITS SUPPLIERS' PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF THE COMPANY, ITS AFFILIATES, SUBCONTRACTORS, AND EMPLOYEES ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER ANY SOW, INCLUDING BUT NOT LIMITED TO, THE SALE, DELIVERY, STORAGE, INSTALLATION, REPAIR, MODIFICATION OR USE OF THE EQUIPMENT OR THE RENDITION OF OTHER SERVICES IN CONNECTION THEREWITH SHALL NOT EXCEED, IN THE AGGREGATE, A SUM EQUAL TO FIFTEEN PERCENT (15%) OF THE TOTAL OF INVESTMENT FEES SET FORTH IN THE APPLICABLE SOW.

12. Rules of Construction. In construing this Agreement and the SOWs, the following principles shall be followed: (a) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (b) examples do not limit, expressly or by implication, the matter they illustrate; (c) the plural shall be deemed to include the singular and vice versa, as applicable; and (d) the headings are for convenience only and do not affect the meaning or construction of any such provision. The Parties specifically acknowledge

and agree: (a) that they have a duty to read all of the documents constituting this Agreement, including its SOWs, and that they are charged with notice and knowledge of the terms in this Agreement, including its SOWs; and (b) that it has in fact read this Agreement, including its SOWs, and is fully informed and has full notice and knowledge of the terms, conditions and effects of this Agreement, including its SOWs. Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.

13. Responsibilities for Goods. Except as otherwise provided in this Agreement: (1) the Company shall be responsible for the Equipment covered by this Agreement until they are delivered at the designated delivery point of Owner; and (2) after delivery to Owner at the designated delivery point of shipment, Owner shall be responsible for the loss, destruction and/or damages to the Equipment.

14. Third Party Liability Cap. Notwithstanding any contrary provisions contained in this Agreement, the Company's indemnification obligations for third-party claims pursuant to Section 9 shall be capped at and shall not exceed the applicable insurance policy limit(s) set forth in Section 7.

15. Miscellaneous.

a. Notices. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement and each properly executed SOW supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. In the event of a conflict between the terms of any given SOW and this Agreement, the terms of the SOW shall prevail. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A change in control of a Party shall not be deemed an assignment of this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist.

e. Survival of Certain Provisions. Notwithstanding the termination or expiration of this Agreement, the provisions of Sections 6, 10, and 11 shall survive and continue and bind the parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

h. Dispute Resolution. In the event a dispute arises among the Parties, the disputing Party shall provide the other Party with written notice of the dispute, and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Each Party shall designate a high level manager to work together in good faith to resolve the dispute; the name and title of said employee shall also be included in the notice and response. The managers shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as they deem reasonably necessary to resolve the dispute. If the managers, having acted in good faith, have not resolved the dispute within ninety (90) days of receipt of the initial written notice, then the Parties shall try in good faith to resolve the dispute by non-binding mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. If either Party is unsatisfied with the results of mediation and cannot resolve the dispute and/or claim at mediation, it shall be submitted to binding arbitration. Any such dispute and/or claim will be resolved by binding arbitration in accordance with the Rules for Commercial Arbitration of the American Arbitration Association before a panel of three (3) arbitrators, one appointed by each Party, and the third appointed by the agreement of the first two arbitrators. The decision or award of a majority of the arbitrators shall be final and binding upon the Parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Each Party's costs and expenses attributed to the negotiation, mediation, and/or arbitration shall be borne by such Party.

i. Jurisdiction. Any claims or disputes under this Agreement are subject to the laws and jurisdiction of the state of Georgia, except for the Host Software License, which shall be subject to the laws of the state of Delaware.

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER

RAYTOWN WATER COMPANY

By: Neal Clevenger

Name: NEAL CLEVENGER

Title: PRESIDENT

Date: 9-2-2021

COMPANY

UTILITY SERVICE CO., INC.

By: [Signature]

Name: Jonathan Cato

Title: Senior VP, Advanced Solutions LOB

Date: June 22, 2021

Notice Address for Each Party:

Raytown Water Company

Attn: NEAL CLEVENGER

10017 E 63 RD ST.

RAYTOWN, MD 64133

Utility Service Co., Inc.

Attn: Customer Service Department

535 General Courtney Hodges Boulevard

Post Office Box 1350

Perry, Georgia 31069

SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

1. **Effective Date.** The parties agree that this SOW1 is contingent upon approval from the Missouri Public Service Commission. This SOW1 shall become effective upon approval from the Missouri Public Service Commission, or 90 days from the date of execution, whichever occurs first ("Effective Date"). The Effective Date for this Scope of Work No. 1 shall be defined in a written amendment to be signed by both parties. Should approval by the Missouri Public Service Commission take longer than 90 days, the fees in this SOW1 are subject to change and Company shall have the unilateral right to terminate this SOW1 upon written notice to Owner.
2. **Term.** This SOW1 shall commence on the Effective Date and shall continue in full force and effect for a period of fifteen (15) years ("Term"), unless terminated as set forth in Section 9 of the Master Services Agreement.
3. **Description of Meter Maintenance Program and Company's Obligations.** The Meter Maintenance Program shall consist of two phases: an initial deployment phase and a maintenance phase. This SOW1 outlines the Company's responsibility for deployment, commissioning and maintenance of a Meter Maintenance Program. The Company shall provide all labor, equipment, and materials and use proprietary technology and know-how to complete installation for the Meter Maintenance Program.
 - a. The Company shall supply and install water meters ("meters") at locations throughout the Raytown Water Company. The meters supplied will be in the following quantities by size:

Meter Size	Quantity
5/8" x 3/4"	6527
1"	157
1-1/2"	46
2"	68
3" Turbine	11
4" Turbine	1
6" Turbine	1

The residential and light commercial meters will comply with the following specifications:

- All meters shall meet or exceed the latest version of the American Water Works Association Standard C700 or C710 for displacement type cold-water meters.

- All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees Fahrenheit.
- The meter serial number shall be stamped on the main case of the meter.
- Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C700 or C710.
- The measuring chamber shall employ a stainless-steel shaft for the drive magnet.
- The measuring chamber drive magnet shall be encapsulated in plastic.
- The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- The measuring chamber shall be locked into place with a chamber retainer.
- All meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.

The commercial meters will comply with the following specifications:

- Shall meet or exceed all requirements of ANSI/AWWA Standard C701, C702, or C715 for Class II turbine, compound, electromagnetic, or ultrasonic meters. Each meter assembly shall be performance tested to ensure compliance.
 - The meter main case shall be stainless steel, bronze or epoxy coated ductile iron composition.
 - The meter package shall meet or exceed all requirements of NSF/ANSI Standard 61 or NSF/ANSI Standard 372.
 - All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees Fahrenheit.
 - The meter serial number shall be stamped on the main case of the meter.
 - All meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
 - Meters shall be pressure tested to ensure against leakage.
- b. The company will supply and install 6811 Advance Metering Infrastructure (AMI) water modules ("AMI Modules") which meet the following specifications:
- The AMI Module shall be capable of receiving meter data from the meters described above.
 - AMI Module meters/service and other related endpoint devices shall be capable of being configured to communicate with the installed Data Collector Units ("DCUs").
 - The AMI Module shall communicate using licensed 450 MHz band, certified to comply with FCC Part 90 rules.
 - The AMI Module shall be designed and built for installation in outdoor water meter boxes
 - Water endpoint devices shall be housed in a single package design designed for rugged, harsh environments and capable of complete submersion in water without damage.

- The AMI Module must function accurately and not be damaged over an operating temperature range of -40 deg. C to +70 deg. C.
 - The AMI Modules shall be designed to operate in the above conditions and have an estimated battery life of 15 years.
 - Battery life data shall be transmitted alerting of low battery levels for preemptive maintenance.
 - The AMI module shall have the capability to receive and process commands from the host system for all firmware updates to eliminate the need to manually perform the update function at each locale.
 - The AMI Module shall employ actionable reports/alerts, to include:
 - Tamper Alert or Meter disconnected
 - Bad Read - ? or – marks
 - Small Leak Detected
 - Large Leak Detected
 - No Flow detected – Specific period of time set in the host software
 - Reverse Flow / Backflow
 - High Flow Rate Detected – Specifics set in host software
 - Battery Health
 - Each AMI module's clock date & time settings shall be updated to match reference date & time that shall be regularly provided to the meter via the Host Software, defined below.
- c. During the initial deployment phase, if the number of installed meters found exceed the meter quantities as detailed above in Section 3a., the Company will notify the Owner of this change in writing. The Company will supply and install water meters and AMI Modules at these additional locations, unless the Owner declines the additional meter quantities in writing to Company's Project Manager, prior to start of work. The Owner will have the choice to pay for the additional work separately as a one-time charge, or have the Investment Fee and the Maintenance Fee updated to reflect the new cost of service. If the number of installed meters and AMI modules found are less than the meters and AMI modules quantities as detailed above, the Company will notify the Owner of this change in writing. The Company will reimburse the Owner the cost of the meters and AMI modules less a restocking fee. If the Owner elects to keep a portion or all of said meters and AMI modules, the Owner shall notify the Company in writing. No reimbursement to the Owner shall be made on any meters and AMI modules the Owner elects to keep. The kept meters and AMI modules shall be delivered to the Owner.
- d. The company will supply and install twelve (12) Data Collector Units (DCU), based on the Propagation Study attached hereto as Exhibit 1 and incorporated herein by reference. The DCUs will comply with the following specifications:
- The DCUs shall be battery powered with either AC or solar powered battery charger, which communicates in the licensed 450 MHz range with all the AMI modules in its assigned area.
 - The DCUs shall communicate to the Network Control Center (NCC) via a universal wide area network (WAN) connection, such as GSM/GPRS cellular, Ethernet or fiber to allow communication with the Host Software.
 - The DCUs shall collect and aggregate the stored meter data from all the AMI Modules in its zone a minimum of once per day and upload the

- information to the Host Software a minimum of once per day providing interval reads from each AMI module as programmed.
- The Host Software shall allow self-diagnosis of any problems associated with the back haul of the communication system and the ability to automatically seek an alternate communication path if initial daily or real-time upload is unsuccessful.
 - The DCU shall have the ability to time synchronize all devices to within 5 seconds once per day and allow daily upload of meter data and system health checks is required.
 - The DCU shall allow remote firmware and software upgrades.
- e. The Company will assist the Owner with the preparation of a license application for submittal to the Federal Communications Commission for the issuance of a license which would allow the Owner to operate the AMI system within the utility service territory of the Owner. The Company cannot guarantee the issuance of a license by the Federal Communications Commission, and the Company shall not be liable to the Owner for any damages in the event that the license is not issued; however, if the license is not issued, the Owner shall pay the Company for all Services performed/completed prior to the Federal Communications Commission's decision not to issue the license.
- f. The Company shall provide the Owner with accessibility to a managed hosting service, which will include monitoring services and backup services, installation of security patches and various levels of technical support. The hosted solution shall utilize a secure web-based application.
- g. The Company will provide a hosted software system ("Host Software") with the following capabilities:
- The Host Software shall act as the central collection point for the data within the system. The server collects data from all of the DCUs and stores the gathered data in a secure database. Once data is stored and analyzed on the server, the data shall be available for display via an easy to use web based graphical interface. Access to the data shall be provided to the Owner by means of a user name and password.
 - The data will be available via a user interface that will allow for analysis, as well as bill generation.
 - The Host Software shall manage and archive data for five years such that it can be accessed by any Owner computers, handheld devices remotely via the web.
 - Using information from alerts uploaded in the data, the Host Software shall have the ability to generate user specific reports for each status code, configured by the User Interface.
- h. The Company will establish and maintain communications service between the DCUs and the Host Software.
- i. The Company will provide the Aclara Adaptive Consumer Engagement (Aclara ACE®) platform.

- j. The Company shall supply and deliver the AMI System components identified herein, including training and ensuring the proposed AMI system is operational prior to full deployment. This includes the development of an exporting interface to the utility billing system and functional testing of the system.
- k. The Company's project manager shall oversee the execution of all aspects of the project and provide regular progress reports to the Owner.
- l. The Company will provide installation of water meters and AMI modules per the following process:
 - Safely remove meter box cover and verify meter number.
 - Attempt to notify resident if they are home. If there is no answer, check to see if meter is turning. If turning, come back later or wait a few moments to see if meter stops turning.
 - Turn curb stop off.
 - Record final reading from old meter.
 - Remove old meter.
 - Install new meter and washers.
 - Open resident's spigot(s) to flush air and debris from house line.
 - Turn curb stop on.
 - Verify the new meter is turning.
 - Install new radio transmitter by connecting wires.
 - Program AMI module per manufacturer's procedures
 - Remove all trash and debris and leave job site in the same condition in which it was found.
 - Record GPS location of water meter.
 - Replace meter box cover.
 - Reinstall meter box cover. If the meter box cover does not allow for the transmission of the RF signal, the cover shall be replaced with an RF friendly cover.
 - When a meter exchange is completed, all components within the meter box shall be in working order with no leaking components and the meter turning as designed. Meter box shall be free of debris or trash.
- m. The Company will:
 - Schedule warranty service work two weeks in advance with Owner verification of sufficient replacement hardware.
 - Provide 98.5% read rate over a three-day period.
 - Schedule field service to maintain 98.5% read rate over a three-day period.
 - Provide replacement hardware of any component, detailed above, which fails, except as detailed in Section 8 of this SOW1

4. Owner's Obligations.

- a. Owner shall verify all water meter pit boxes are clean and in good condition including but not limited to exposing the circumference of both couplings and dirt removal to the bottom of the water meter.

- b. Owner is responsible for any plumbing changes required for the installation of the water meters including but not limited to repairing or replacing galvanized, polybutylene, and/or lead pipes and misaligned meter boxes.
- c. Owner shall verify that all meter isolation/pit valves are in good working order, providing a complete shutoff.
- d. Owner shall provide access to Owner's public buildings and water tanks as necessary in order to install DCUs. If the DCU's cannot be located in public buildings or on public water tanks, the Owner shall be responsible for: (i) managing the site acquisition process and securing location(s) for the installation of DCUs and (ii) any related site acquisition expenses (if applicable). For the avoidance of doubt, the "site acquisition process" shall include, but not be limited to, negotiating and executing agreements for the purchase or rental of real property, including poles, and electrical power, for the installation of DCUs on the site, and "site acquisition expenses" shall include the purchase price and/or rental payments made to acquire or lease the installation site(s) including poles and electrical power over the Term of the Agreement. The Owner will be responsible for working with the Company and its installation subcontractor to provide access to DCU installation locations, including any locked or secured areas, or the roofs of any buildings where a DCU is installed. The Owner will supply an escort to these locations should it be required.
- e. The Owner shall cooperate and ensure that we have access to the water meter boxes for installation and/or maintenance of meters. Owner must provide any necessary written notice(s) to the Owner. The Owner will cooperate with Company to use any of their facilities (in a nonintrusive manner) to effectively install any equipment necessary for the metering service.
- f. The Owner will have to provide all of the information and support needed so that the Company can efficiently and effectively implement the AMI system export interface to the Owners billing system.
- g. During the initial deployment phase, if the Company finds that the Owner was not able to fulfill above obligations 4a, 4b and/or 4c, the Company will continue to supply and install water meters and AMI Modules at these locations, unless the Owner declines this service in writing to the Project Manager, prior to start of work. The Owner will have the choice to pay for this additional work separately as a one-time charge, or have the Investment Fee and the Maintenance Fee updated to reflect the new cost of service.
- h. Owner agrees to keep one percent of the total number of installed AMI Modules in stock (minimum ten modules) for exclusive use by the Company for performing warranty replacement work.
- i. Owner agrees to maintain sufficient replacement hardware including spare water meters and water meter registers.
- j. Owner is aware that insufficient replacement hardware for warranty service could lead to delays in service.

5. **Software License.** This Section sets forth the terms and conditions of the license for the Host Software ("Software") provided to Owner. Company and its suppliers grant to Owner a limited, nontransferable, non-exclusive and perpetual license to use the Software in object code form on a single central processing unit or computer network owned or leased by Owner or otherwise embedded in equipment provided by Company's supplier, solely in connection with the Owner's business operations. Owner may not modify or change the Software.

No right, title, or license in the Software shall transfer to the Owner, including any of Company supplier's trademarks, copyrights, patents, trade secrets, trademarks or other intellectual property rights embodied therein or used in connection therewith. The Owner is expressly prohibited from sublicensing, selling or otherwise transferring any of the Software. The Owner is required, as soon as practically possible, to notify Company and Company's supplier of any actual or suspected infringement of all or any part of the Software. The Software may be used only for the Owner's own business and the Owner shall not permit any parent, subsidiary, affiliated entity or third party to use the Software. The Owner may make one archival copy of the object code for the Software, provided that the copy shall include the copyright and other proprietary notices found herein.

Company's supplier owns all proprietary rights, including patent, copyright, trade secret, trade name, trademark, service mark, logo, and other proprietary rights, in and to the Software, the training and instructive materials, and any corrections, bug fixes, enhancements, derivative works, updates or other modifications, including custom modifications, of or to the Software and the training and instructive materials related thereto, whether made or created by Company's supplier, Company, the Owner or any third party. Except as expressly agreed by Company's supplier and Company in a signed writing, all rights in and to Company's supplier's intellectual property are expressly retained by Company's supplier. Except as expressly set forth herein, no license or right related to Company's supplier's intellectual property shall be deemed to be granted to Company, the Owner or any third party.

Only Company's supplier or its authorized agents shall have the right to alter, maintain, enhance, customize, or otherwise modify the Software. Company's supplier shall not be responsible for any malfunction, error, or failure of the Software resulting from any alteration, maintenance, enhancement, customization or modification performed by the Owner or any unauthorized third party. The Owner shall not disassemble, decompile, reverse engineer, reverse assemble, reverse compile or make extracts from the Software or create any derivative works or similar methods therefrom or permit others to do so.

Restrictions on Use.

Licensing parameters. The Owner's use of the Software is restricted to these Licensing Parameters. Use of the Software outside the Licensing Parameters is subject to the express written consent of Company and Company's supplier and the payment of all required additional fees.

1. Technology System

- a. The Owner may not rent the Software or use the Software on a time share basis. This restriction is specifically applicable to any service or service bureau arrangement to which the Owner is, or may be, a party. The Owner shall not directly or indirectly, make the Software available to others.

- b. If the Owner has a Multi-Utility license, the Owner's use of the Software and training and instruction materials is restricted to (i) the Owner's internal use solely in connection with the Owner's use of Company's Technology System and to (ii) the Owner's use in providing meter reading services to its customer/utilities utilizing Company's Technology System.
 - c. The customer/utilities to which the Owner may provide such services are limited to those that shall be identified as the Attachment A of this SOW1. It is the obligation of the Owner to update such list no less frequently than annually.
- 2. Alteration. The Owner's use of the Software is limited in that the Owner is prohibited from altering, attempting to reverse engineer, attempting to decompile, or creating or attempting to create a derivative work from the Software.
- 3. Copies
 - a. The Owner's use of the Software is limited in that it may not copy the Software except for:
 - i. Use in the computer equipment of Company or Owner in which the Software is loaded and such additional equipment as Company and Owner may from time to time designate in writing;
 - ii. Back up purposes; and
 - iii. Archival purposes.
 - b. All such copies shall include any copyright notices appearing in the Software.
 - c. The Owner shall have the right to copy and modify the Software training and instruction materials to coordinate these materials with the Owner's own internal training and working procedures. Company and Company's suppliers shall have no liability or obligation to the Owner with respect to any modified training and instruction materials, and any additional costs incurred by Company or Company's supplier in the integration of maintenance changes caused by such modifications shall be reimbursed to Company by the Owner.
- 4. Compliance with Laws. The Owner's use of the Software is limited in that it must use the Software and the training and instruction materials in accordance with all applicable laws and regulations of the United States and the Federative Republic of Brazil.
- 5. Used on Designated Equipment. The Owner's use of the Software is restricted to use on the Designated Equipment, defined as the computer equipment of Company or Owner in which the Software is loaded and such additional equipment as Company and Owner may from time to time designate in writing. Should the Owner desire to transfer the operation of the Software to a computer other than the Designated Equipment, the Owner shall notify Company and Company's supplier upon such transfer. Such computer must meet the required specifications of the Designated Equipment. Under no circumstance may the Software be used for production purposes on other than the Designated Equipment.
- 6. Temporary Use. Without notice to Company or Company's supplier, the Owner may temporarily transfer the operation of the Software to a backup computer if the Designated Equipment is inoperative due to malfunction, or during the performance of preventative maintenance, engineering changes or changes in features or model until the Designated Equipment is restored to operative

status and processing of the data already entered into the back up computer is completed.

IN NO EVENT WILL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Company's or its suppliers' liability to Owner, whether in contract, tort (including negligence), or otherwise, exceed the price Owner paid.

This License is effective until this SOW1 is terminated as set forth in Section 9 of the Master Service Agreement. Additionally, Company may terminate this License immediately upon notice to Owner. This License will terminate immediately without notice from Company if Owner fails to comply with any provision of this SOW1, to include nonpayment or violation of the terms of use in effect from time-to-time during the term of this SOW1. Upon termination of this License, Owner must return or destroy all copies of Software.

This License shall be governed by and construed in accordance with the laws of the State of Georgia. If any portion hereof is found to be void or unenforceable, the remaining provisions of this License shall remain in full force and effect. This License constitutes the entire License between the parties with respect to the use of the Software.

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6. **Fees and Payment Terms.** For the performance of the Services, Owner shall pay Company in accordance with the terms of this Section 6. The fees paid shall constitute the full and complete compensation to Company for the Services performed pursuant to this Agreement. The Meter Maintenance Program is estimated to be deployed within twelve months of execution of this Agreement. The five (5) investment fees ("Investment Fees") shall be payable based on the achievement of the applicable milestone ("Milestone") in the Project Milestone Table below:

Project Milestone		Investment Fees		
Month	Milestone	%	Amount	Total
1	30 days after Effective Date	30%	\$1,161,015.00	\$1,161,015.00
4	Collectors installation	30%	\$1,161,015.00	\$2,322,030.00
7	Meter/transmitter Procurement	15%	\$580,507.50	\$2,902,537.00
10	Meter/Transmitter installation 50% completed	10%	\$387,005.00	\$3,289,542.50
15	Final Completion	15%	\$580,507.50	\$3,870,050.00
	Total		\$3,870,050.00	

Project Milestone	Description	Deliverable
30 days after Effective Date	30 days after amendment defining Effective Date has been signed by both parties.	Amendment defining Effective Date signed
Collectors installation	All collectors have been installed and commissioned for communication to the headend. DCU records sent via the backhaul to the headend for confirmation.	Collectors Test Report
Meter/transmitter procurement	All installation equipment and material has been procured and Meter/Transmitter installation is ready to begin	Project Report with Installation Plan
Meter/transmitter installation 50% completed	50% of meter / transmitter installations have been completed	Reception report from Headend Software
Final completion	Installation has been completed with billing using first month of AMI data	First AMI Status report including check list

- a. Each of the five (5) Investment Fees, plus all taxes if applicable, shall be properly due and payable immediately by the Owner following the Company's satisfaction of each applicable Milestone set forth above. Owner agrees to pay the applicable Investment Fee to the Company immediately following the receipt of a properly due and payable invoice, which shall follow the Company's completion of the applicable Milestone. In the event that Owner disputes an invoice amount, both Parties shall work together in good faith to

resolve the dispute under the terms of the Master Services Agreement. If there is a good faith dispute with regard to a portion of an invoice, Owner will provide notice and detail of the dispute within ten (10) days of Owner's receipt of such invoice, and Owner will pay the undisputed portion as provided in this Agreement. Upon resolution of the dispute under the terms of the Master Services Agreement, any amount owed by Owner shall be immediately paid to the Company

Owner has chosen to finance the Investment Fees through Government Capital, and Owner hereby guarantees to use the full amount financed through Government Capital for the Investment Fees under this SOW1. Owner shall not divert funds from the Government Capital-financed funds into any other project or fund.

7. a. The annual maintenance fees ("Maintenance Fees") shall be in addition to the Investment Fees and shall be payable each Contract Year during the Term of this SOW1. The Maintenance Fee for Contract **Year 1** shall be **\$98,975.00**; however, at each anniversary date, the annual Maintenance Fee shall be adjusted to reflect the current cost of service. The adjustment of the annual Maintenance Fee shall be limited to a maximum of 5% per annum. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

b. **Adjustment to Investment and Maintenance Fee:** The Investment fee and Maintenance Fee shall be adjusted to reflect any additional cost of services incurred under 3.c. and 4.g. above. This fee adjustment shall be in the form of an amendment to this SOW1.

c. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Section 6. Furthermore, if the Owner elects to terminate this Agreement prior to remitting all five (5) Investment Fees for any reason, then the contract price for the work completed in the initial deployment phase plus any outstanding Maintenance Fee(s) through the termination date shall be due and payable within thirty (30) days of the issuance of the termination notice.

8. **Limited Warranty.** NEW EQUIPMENT (EXCLUDING PIT LIDS, REMOTE DISCONNECT VALVES AND LEAK DETECTION SENSORS) SUPPLIED BY THE COMPANY IS WARRANTED TO BE FREE FROM MATERIAL DEFECTS AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. THE COMPANY'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT THE COMPANY'S OPTION, ANY PART FOUND TO THE COMPANY'S SATISFACTION TO BE SO DEFECTIVE.

THIS WARRANTY DOES NOT COVER DAMAGE RESULTING FROM MISUSE, ACCIDENT, NEGLIGENCE, ABUSE, ALTERATION, VANDALISM, OR WILDLIFE (INCLUDING, BUT NOT LIMITED TO, INSECTS, BIRDS, RODENTS, SNAKES, VERMIN, OR OTHER ANIMALS), OR FROM IMPROPER OPERATION, MAINTENANCE, ALIGNMENT, MODIFICATION, OR ADJUSTMENT. IF OWNER OR OTHERS REPAIR, REPLACE, OR ADJUST EQUIPMENT OR PARTS WITHOUT THE COMPANY'S PRIOR WRITTEN APPROVAL, THE COMPANY IS RELIEVED OF ANY FURTHER OBLIGATION TO THE OWNER UNDER THIS SECTION WITH RESPECT TO SUCH EQUIPMENT OR PARTS.

THIS WARRANTY DOES NOT COVER LABOR FOR ON-SITE REPAIR, REMOVAL, INSTALLATION, RE-INSTALLATION, OR REPLACEMENT OF EQUIPMENT, WHICH

INCLUDES, BUT IS NOT LIMITED TO: WATER METERS, AMI MODULES, AND/OR REMOTE SHUTOFF VALVES. IF OWNER OR A THIRD PARTY REPAIRS, REPLACES, OR ADJUSTS ANY EQUIPMENT WITHOUT THE COMPANY'S PRIOR WRITTEN APPROVAL, THE COMPANY IS RELIEVED OF ANY FURTHER OBLIGATION TO THE OWNER UNDER THIS SECTION WITH RESPECT TO SUCH EQUIPMENT.

THE COMPANY'S LIABILITY FOR BREACH OF THESE WARRANTIES (OR FOR BREACH OF ANY OTHER WARRANTIES FOUND BY A COURT OF COMPETENT JURISDICTION TO HAVE BEEN GIVEN BY THE COMPANY) SHALL BE LIMITED TO: (A) ACCEPTING RETURN OF SUCH EQUIPMENT AND (B) REFUNDING ANY AMOUNT PAID THEREON BY THE OWNER (LESS DEPRECIATION AT THE RATE OF 15% PER YEAR IF THE OWNER HAS USED EQUIPMENT FOR MORE THAN THIRTY [30] DAYS), AND CANCELING ANY BALANCE STILL OWING ON THE EQUIPMENT AND (C) IN THE CASE OF SERVICE, AT THE COMPANY'S OPTION, REDOING THE SERVICE, OR REFUNDING THE PURCHASE ORDER AMOUNT OF THE SERVICE OR PORTION THEREOF UPON WHICH SUCH LIABILITY IS BASED. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF THE COMPANY WHETHER A CLAIM IS BASED UPON NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND. FOR PURPOSES OF THIS SECTION, THE EQUIPMENT WARRANTED SHALL NOT INCLUDE EQUIPMENT, PARTS, AND WORK NOT MANUFACTURED OR PERFORMED BY THE COMPANY. WITH RESPECT TO SUCH EQUIPMENT, PARTS, OR WORK, THE COMPANY'S ONLY OBLIGATION SHALL BE TO ASSIGN TO THE OWNER THE WARRANTIES PROVIDED TO THE COMPANY BY THE MANUFACTURER OR SUPPLIER, IF ANY, PROVIDING SUCH EQUIPMENT, PARTS OR WORK. NO EQUIPMENT FURNISHED BY THE COMPANY SHALL BE DEEMED TO BE DEFECTIVE BY REASON OF NORMAL WEAR AND TEAR, OWNER'S FAILURE TO PROPERLY STORE, INSTALL, OPERATE, OR MAINTAIN THE EQUIPMENT IN ACCORDANCE WITH GOOD INDUSTRY PRACTICES OR SPECIFIC RECOMMENDATIONS OF THE COMPANY, OR OWNER'S FAILURE TO PROVIDE COMPLETE AND ACCURATE INFORMATION TO THE COMPANY CONCERNING THE OPERATIONAL APPLICATION OF THE EQUIPMENT.

9. **Liability Limit.** Notwithstanding any contrary provision(s) contained in the MSA and this SOW1, the liability limit of the Company, its affiliates, agents, and employees under the MSA and this SOW1, whether based in contract, warranty, tort (including negligence), strict liability or otherwise shall not exceed in the aggregate a sum equal to one hundred percent (100%) of the total of all Maintenance Fees paid by the Owner to the Company over the 15-year term of this SOW1.

SIGNATURE PAGE TO FOLLOW

The Parties hereby execute this SOW1 by their duly authorized representatives as of the date(s) set forth herein below.

OWNER

Raytown Water Company

By: Neal Cleworn

Name: NEAL CLEWORN

Title: PRESIDENT

Date: 9-2-2021

COMPANY

Utility Service Co., Inc.

By: [Signature]

Name: Jonathan Cato

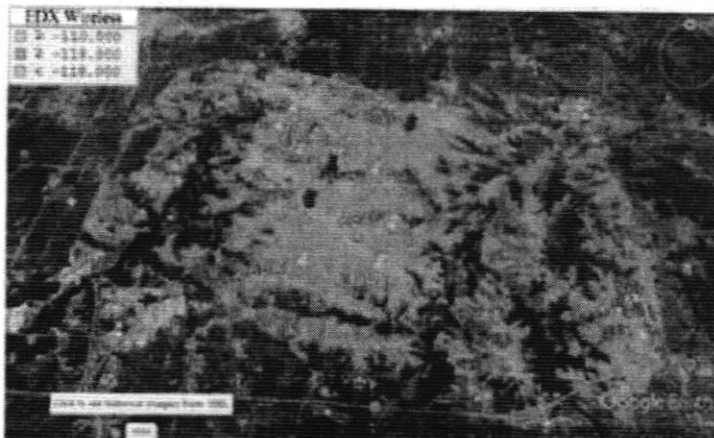
Title: Senior VP, Advanced Solutions LOB

Date: June 22, 2021

EXHIBIT 1

PROPAGATION STUDY

Exhibit 1 to SOW1



Raytown, MO Water Fall Deployment Propagation Study
 Extended Fit Endpoints

Predicted Coverage		
Predicted Serviceability	MTU Coverage %	Overall Coverage %
Single	1.3%	99.9%
Double	17.2%	98.6%
Triple	81.4%	81.4%

DCU Count	
DCU Site Type	DCU Count
Customer Sites	3
Antennas Proposed	9
Total DCUs	12

DCU Quantity and Install Type		
DCU Site Type	DCU Count	Antenna Height (ft)
Electric Pole	N/A	N/A
Non-Transmission Pole	N/A	N/A
Roof Mount	N/A	N/A
Tank / Tower	3	varied
Lattice Tower	N/A	N/A
Antennas Proposed Pole	9	30
Total DCUs	12	

Customer Data		
Type	Provided Count	Modeled Count*
Meters	5,157	5,157
Customer Assets (Non-Poles)	5	3
Customer Poles	N/A	N/A

Environmental Factors	
Solar Panels Required	1
Solar Panel Tilt	45
Area Wind Rating > 120 MPH	No
Antenna Type	TM Wave

Coverage Metrics	
Metric	Value
Total Area (SqM)	20
Avg. MTU per SqM	256
Avg. MTU per DCU	430
Highest DCU Elevation	1,055
Lowest DCU Elevation	880

AMENDMENT NO. 1 TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.
AND
RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

- 1. **Effective Date.** The Effective Date for this Amendment No. 1 to Scope of Work No. 1 ("Amendment No. 1 to SOW1") shall be _____, 2021.
- 2. **Modification of Section 1. Effective Date.** Section 1 is hereby amended as follows: **This SOW1 shall become effective on the date of approval from the Missouri Public Service Commission ("Effective Date").**
- 3. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW1 and acknowledge its binding effect upon the parties.
- 4. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 1 to SOW1 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to SOW1 effective the day and year first above written.

OWNER

COMPANY

Raytown Water Company

Utility Service Co., Inc.

By: Neal Clevenger
 Name: NEAL CLEVENGER
 Title: PRESIDENT
 Date: DEC 21, 2021

By: [Signature]
 Name: Jonathan Cato
 Title: Senior VP, Advanced Solutions LOB
 Date: December 13, 2021

AMENDMENT NO. 2 TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC.

AND

RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

1. **Effective Date.** The Effective Date for this Amendment No. 2 to Scope of Work No. 1 ("Amendment No. 2 to SOW1") shall be 6/9/23, 2023.
2. **Modification of Section 7.a.** Section 7.a. is hereby amended as follows:
Future annual Maintenance Fees shall be invoiced on a monthly basis. Monthly invoicing for the Contract Year 2 fee shall begin on September 1, 2023.
3. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW1 and acknowledge its binding effect upon the parties.
4. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 2 to SOW1 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to SOW1 effective the day and year first above written.

OWNER

COMPANY

Raytown Water Company, MO

Utility Service Co., Inc.

By: Neal Clewenger

By: [Signature]

Name: Neal Clewenger

Name: Jonathan Cato

Title: President

Title: Chief Operating Officer

Date: 6/9/23

Date: 6/9/2023

AMENDMENT NO. 3 TO SCOPE OF WORK NO. 1
TO THE MASTER SERVICES AGREEMENT BETWEEN
UTILITY SERVICE CO., INC. AND
RAYTOWN WATER COMPANY, MO

METER MAINTENANCE PROGRAM

- 1. **Effective Date.** The Effective Date for this Amendment No. 3 to Scope of Work No. 1 ("Amendment No. 3 to SOW1") shall be _____, 2023.
- 2. **Modification of Section 7.1. Maintenance Fees.** The parties agree that upon execution of this Amendment No. 3, Invoice No. 566416 dated September 1, 2022, in the amount of \$98,975.00, shall be reversed. The annual fees for Contract Years 2 through 15 shall be revised as follows:
 Contract Year 2 - \$103,924.00
 Contract Year 3 - \$116,733.00
 Contract Year 4 - \$122,189.00
 Contract Year 5 - \$127,918.00
 Contract Year 6 - \$133,933.00
 Contract Year 7 - \$140,249.00
 Contract Year 8 - \$146,881.00
 Contract Year 9 - \$153,845.00
 Contract Year 10 - \$161,156.00
 Contract Year 11 - \$168,833.00
 Contract Year 12 - \$176,894.00
 Contract Year 13 - \$185,358.00
 Contract Year 14 - \$194,246.00
 Contract Year 15 - \$203,577.00
- 3. **Ratification of Original Contract.** Except as expressly amended and modified herein, the parties do hereby ratify and affirm SOW1 and acknowledge its binding effect upon the parties.
- 4. **Authorization to Execute.** The signatories below certify that they are duly authorized to execute this Amendment No. 3 to SOW1 on behalf of the entities represented.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to SOW1 effective the day and year first above written.

OWNER

Raytown Water Company, MO
 By: Neal Clevenger
 Name: Neal Clevenger
 Title: President
 Date: 9/5/2023

COMPANY

Utility Service Co., Inc.
 By: [Signature]
 Name: Jonathan Cato
 Title: Chief Operating Officer
 Date: 8/30/2023



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
veolianorthamerica.com

Date: 08/26/22

Submitted by: **Tom Stechmann**

Local Phone: (314) 420-4912

SFID:

MP / CS Asset:

Entity Proposal Submitted To ("Customer"): Raytown Water Company			Phone Number: 816-356-0333	Fax Number:
Street Address: 10017 E. 63rd Street			Description of Work to be Performed: SOW2	
City: Raytown	State: MO	Zip Code: 64133	Asset Name: AMI Project & Meter Maintenance Program	
Accounts Payable Contact Name: Chiki Thompson	Email: cthompson@raytownwater.net		Job Site Address: Raytown, MO	
Job Contact (Inspection Reports): Leslie Smart	Email: lsmart@raytownwater.net		County / Parish: Jackson	Asset Size:
			Asset Style:	

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

One hundred ninety -----00 /100 Dollars \$ 190,000.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month

JAN

Customer Signature

Date of Acceptance

9-28-22

Printed Name

CHIKI THOMPSON

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from

UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

veolianoorthamerica.com

Exhibit A – Scope of Work

Miscellaneous Repairs

- 1. See Attached "Raytown, MO - Exhibit A - SOW2".**





Proposal from

UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

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Exhibit A – Scope of Work Continued

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Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 veolianorthamerica.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach, Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
 535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 veolianorthamerica.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment was installed, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.


O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

Raytown, MO

Scope Finalization Discussion





Raytown, MO

Current Timeline

Raytown, MO

November 2022

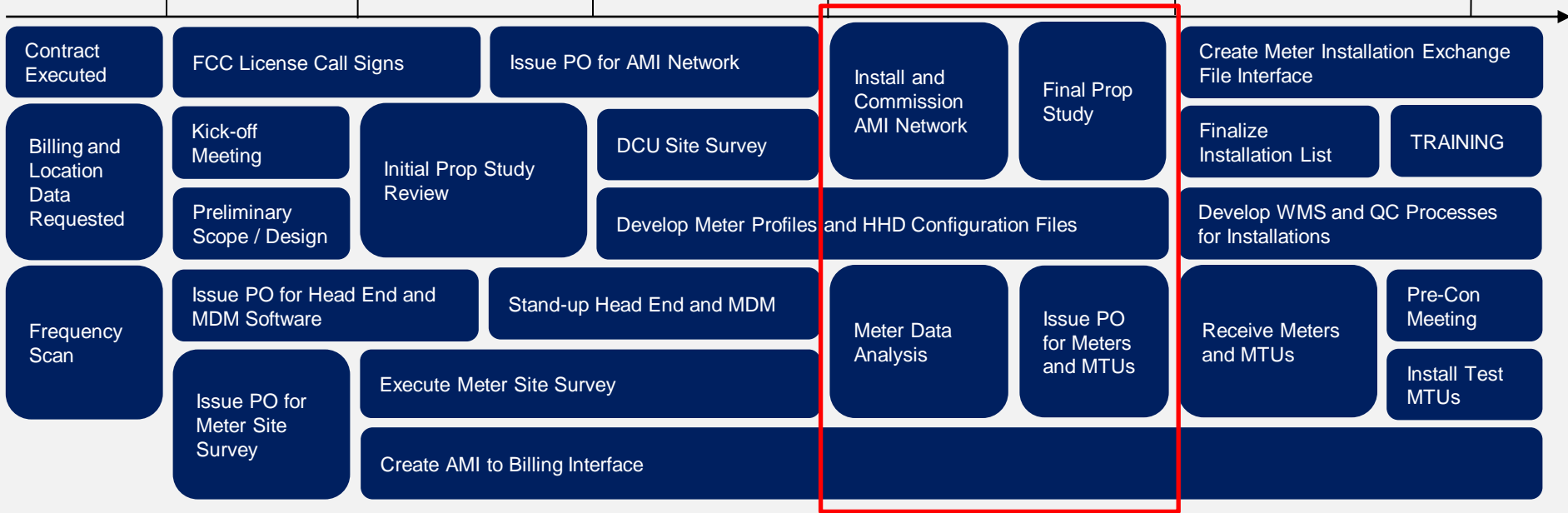
Project Start

Month 2

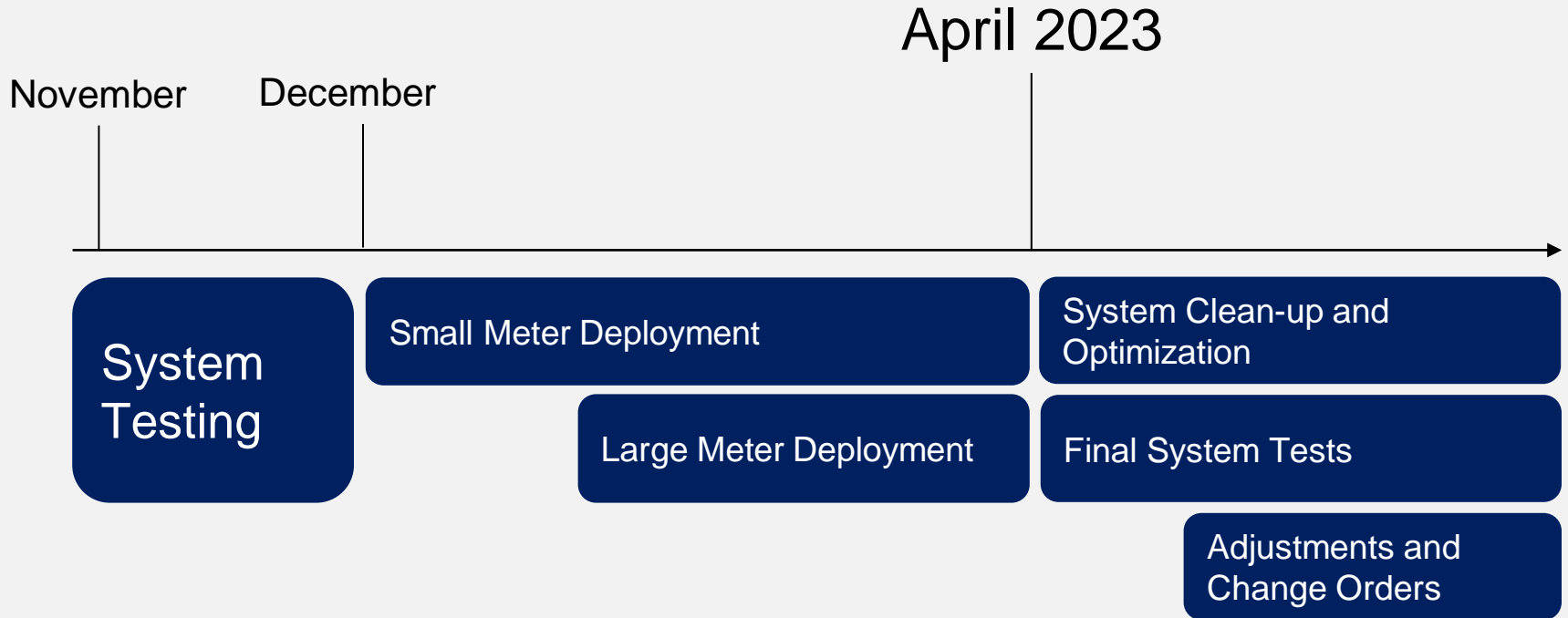
Month 3


Month 4

Month 5



Raytown, MO





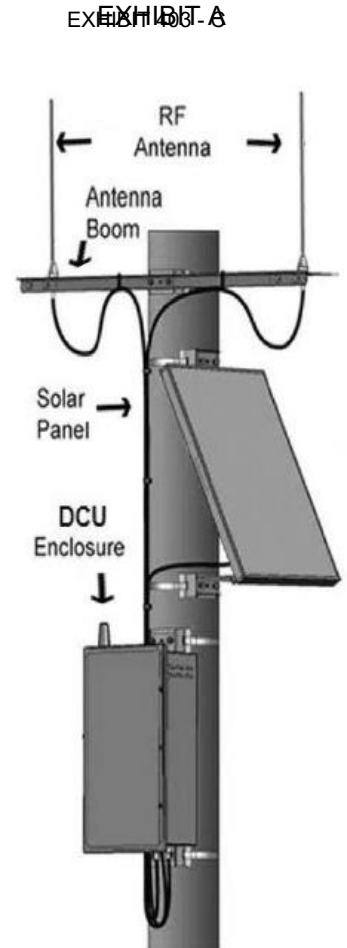
Raytown, MO

Final Scope of Work

AMI NETWORK

DCU COUNT

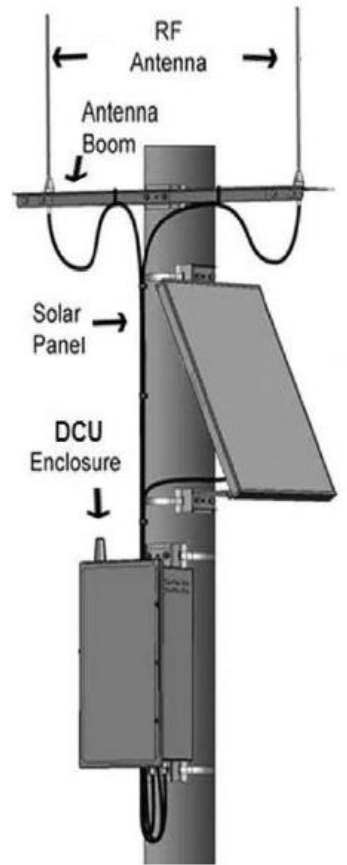
- Reduced from 12 > 8



AMI NETWORK Cost Impact

Net Decrease due to:

- Reduction in 4 DCUs
- Reduction of 4 DCU installations



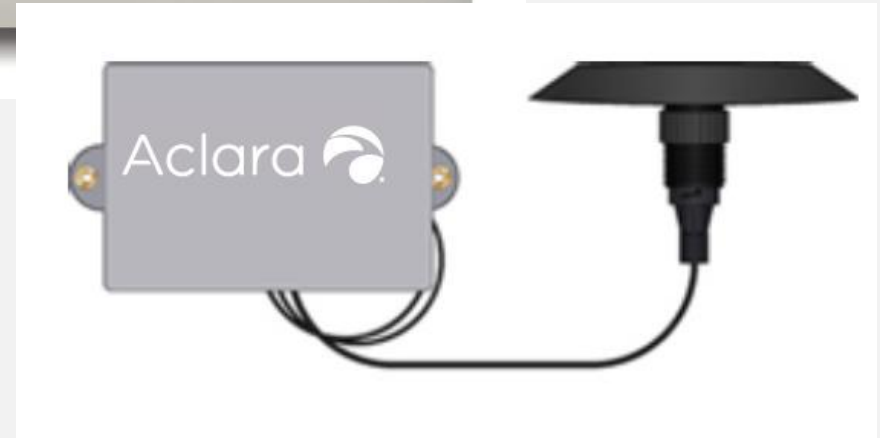
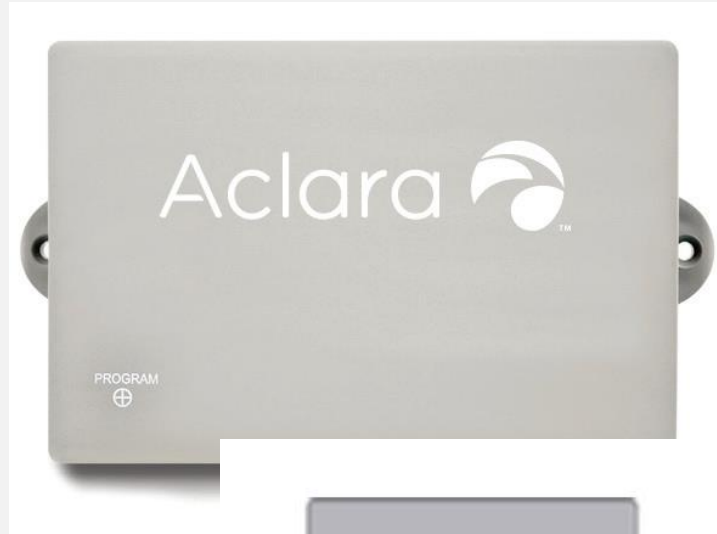
MTU Count / Type

MTU (Original)

- Std Single Port: 6,511
- Single Port TTL: 150

MTU (Final)

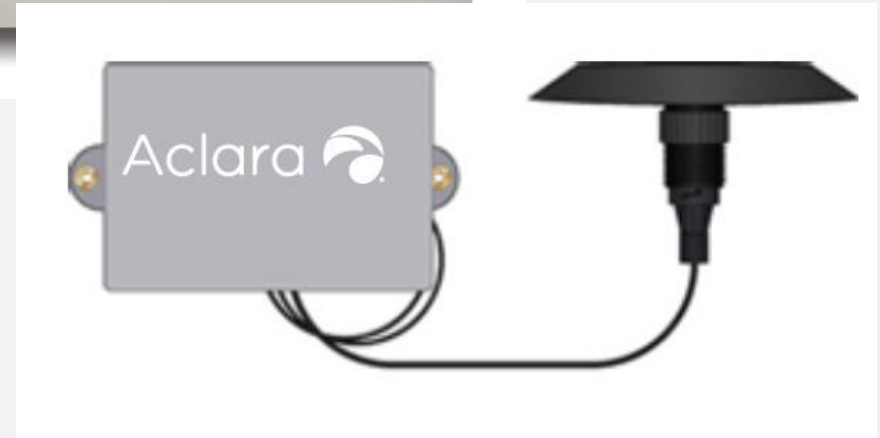
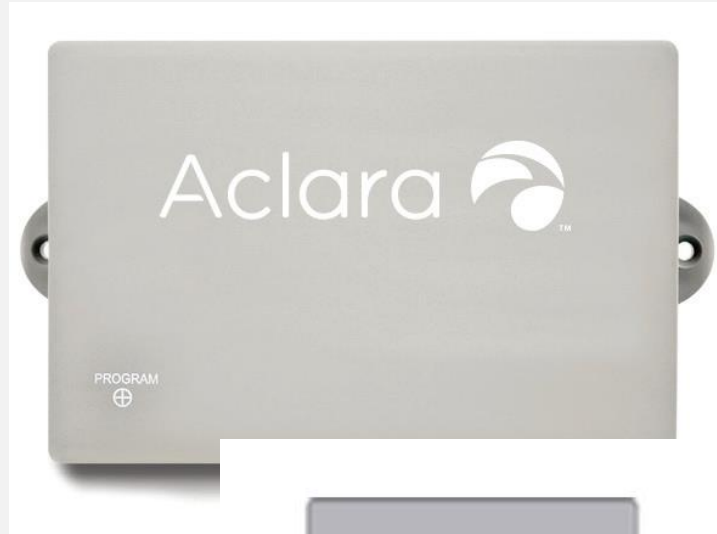
- Std Single Port: 6,335
- Single Port TTL: 350
- Dual Port TTL: 75



MTU Count / Type Cost Impact

Net Increase due to:

- Addition of 275 more Single/Dual Port Through-the-Lid MTUs
- Addition of 325 more Antennas
- Addition of Lid drill charge for 325 more locations



Meter Count / Type

Meters (Original)

- Residential (T-10): 6,684
- C&I (T10 / HPT): 127

Meters (Final)

- Residential (T-10): 6,684
- C&I (T10 / HPT): 117
- C&I (Comp): 6



High Performance Turbine
(3-8)



C&I Mach 10
(3-8)



T-10 PD (1.5 - 2)



T-10 PD (5/8 - 1)

Meter Count / Type Commercial Metering

ORIGINAL SCOPE

Original Meters	Count
Neptune - PD 1 1/2"	46
Neptune - PD 2"	68
Neptune - HPT 3"	11
Neptune - HPT 4"	1
Neptune - HPT 6"	1

CURRENT SCOPE

Replacement Meter	Count
1.5" x 13" Neptune T-10 Flanged	48
1.5" x 10" Neptune HPT Flanged	2
2" x 17" Neptune T-10 Flanged	58
2" x 10" Neptune HPT	1
3" x 12" Neptune HPT Flanged	9
3" x 17" Neptune Mach10 Flanged	3
4" x 14" Neptune HPT Flanged	1



Meter Count / Type Cost Impact

Net Increase due to:

- Inflationary price adjustments
- Addition of Compound / Mag Meters to the Procurement Plan



High Performance Turbine
(3-8)



C&I Mach 10
(3-8)



T-10 PD (1.5 - 2)



T-10 PD (5/8 - 1)

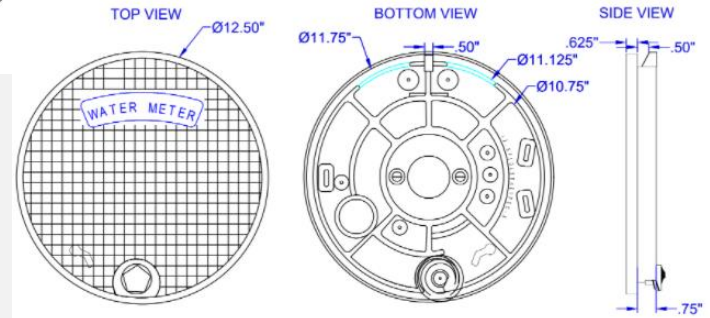
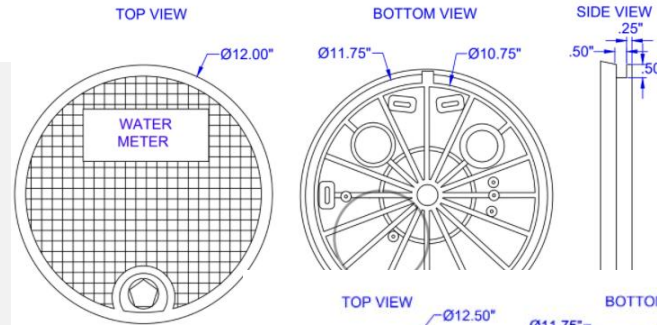
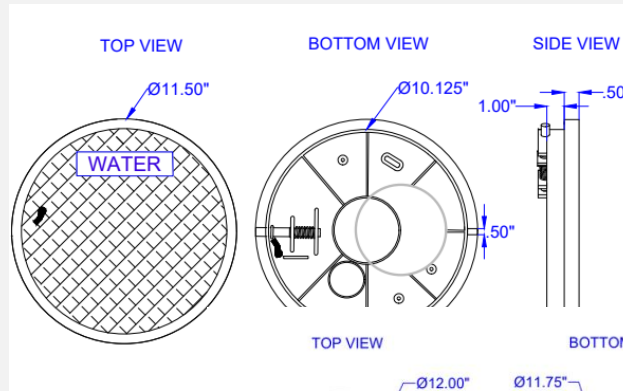
Meter Pit Lids

Lids (Original)

- Single style of industry standard polymer lid: 6,684

Lids (Final)

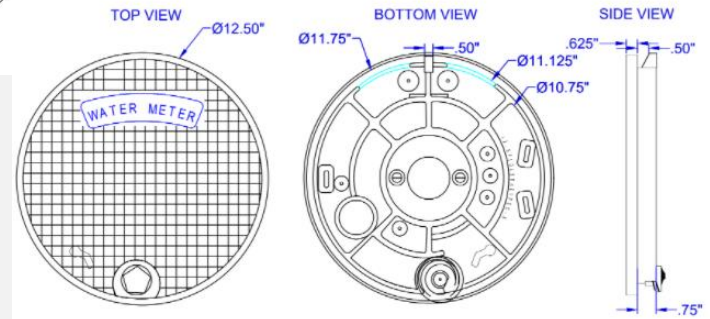
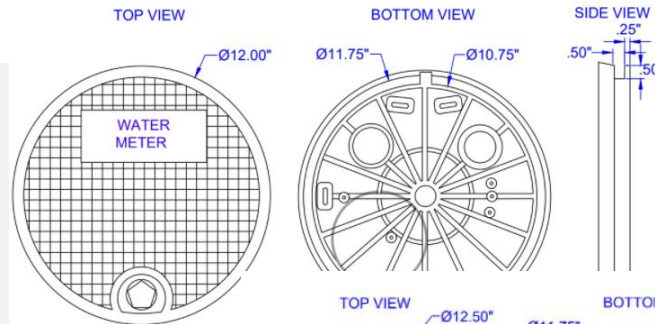
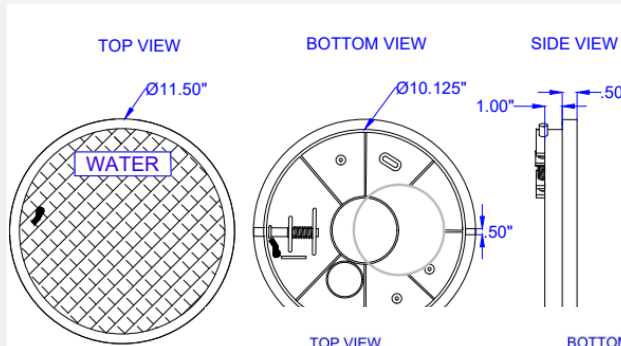
- 11.75" locking polymer lid: Qty: 5,800
- 12.0" locking polymer lid: Qty: 800
- 12.5" locking polymer lid: Qty: 100



Meter Pit Lids Cost Impact

Net Increase due to:

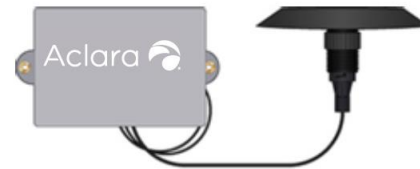
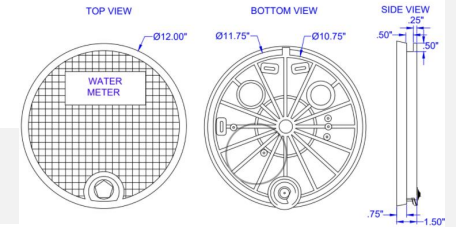
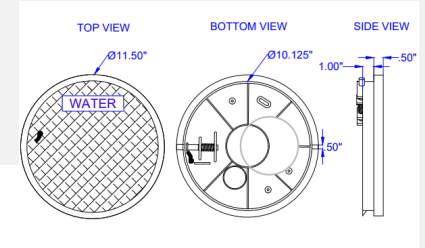
- Locking feature added to requirements.
- No commodity lids available; requires sourcing from a premium / custom lid vendor.



Meter Installation Cost Impact

Net Increase due to:

- Increased project complexity
- Increased lid drilling
- 12-15 large meters requiring hardware additions (spools, uniflange, etc)
- Gas, labor, inflation



Change Order Cost



EXPECTED CHANGE ORDER WITH PROFESSIONAL PROJECT CONSIDERATION

Phase	Original	Original Projected	Professional Credit	New SOW2 Addendum
Upront Renovation	\$ 3,870,050	\$ 4,125,814	\$ (65,764)	\$ 190,000

Estimated Scope of Work Increase: \$190,000





October 5, 2022

Raytown Water Company
Attn: Chiki Thompson
10017 E. 63rd Street
Raytown, MO 64133

RE: Invoicing Under Proposal Accepted 09/28/2022

Dear Mr. Thompson:

I am writing in order to clarify the invoicing terms of the \$190,000.00 fee accepted via the attached proposal, which you signed on September 28, 2022. The attached proposal, as clarified via this letter, serves as an amendment to your SOW1. This additional fee will be invoiced at the Final Completion Milestone in your SOW1. The revised Final Completion Milestone payment will be \$770,507.50, and the revised Total Investment Fees under SOW1 will be \$4,060,050.00.

I appreciate this opportunity and look forward to working with you in the future. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Andre Noel".

Andre Noel
Director, Revenue Management & Metering Services