

EXHIBIT D
METER EXCHANGE FIELD PROCEDURES

1. OBJECTIVE

- 1.1. This Meter Exchange Field Procedures outlines the general understanding of the project requirements. The exact workflow and processes detailed herein may be subject to revisions pending additional requirements and/or processes identified by the Parties prior to or throughout the course of the Project.
- 1.2. The Parties each acknowledge and agree Meter Exchange Field Procedures may adjust as necessary, subject to necessary mutual agreements and further approvals, if any, and without formal Change Order to accommodate for minor changes in the processes which do not impact overall Project cost. Any significant change(s) to the Meter Exchange Field Procedures that would otherwise cause a change in the project cost shall be executed upon written Change Order pursuant to Section 8 of the Master Service Agreement.

2. PROJECT PREPARATION AND MOBILIZATION

2.1. Staffing

- A. Utiliuse will conduct pre-employment background checks on all staff and subcontractors performing installation work in accordance with this Agreement. Background checks shall cover criminal history, sex offender registry check, and driver's license verification. Additionally, pre-employment drug and alcohol screening will be conducted prior to employment, plus random and reasonable suspicion-based testing to occur over the course of this project.
- B. Utiliuse will ensure all staff and subcontractors are adequately equipped with reliable transportation, standard meter installation tools, activation and programming equipment, and personal protective equipment (PPE).
- C. All field personnel working on the project will be clearly identifiable as an authorized employee conducting business on behalf of Utiliuse. At minimum, each field technician will be equipped with applicable and industry standard tools necessary to complete the scope of work, vehicle magnets, identification badges, and highly visible safety vests.
- D. Utiliuse's contracted meter installer will provide an adequate workforce, holistically staffed in varying positions such as project supervisor(s), HR/training manager(s), crew leads and field technicians; necessary to perform the Work in accordance with the project schedule and timeline. Utiliuse's contracted meter installer shall make reasonable efforts to retain personnel and reduce high turn-over so as to maintain the Project schedule and production goals. Utiliuse's contracted meter installer agrees to employ sound and competent personnel with reasonable industry skills necessary to perform the work.
- E. In conformance with applicable statutes, the general prevailing wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act, in the locality in which the work is to be performed have been asserted and such rates shall be the minimum paid for labor employed on this project. For the purposes of this project, Client has adopted the general prevailing rate of per diem wages for Cleveland County, Oklahoma as set by the United States Department of Labor Davis and Bacon Wage Determination, which are reported and updated from time-to-time at the Wage Determinations website <https://sam.gov/>.
- F. Neither Utiliuse nor any of its subcontractors, affiliates, employees or agents shall discriminate against any person or groups of persons on the grounds of race, color, religion, ancestry, national origin, age, place of birth, sex, sexual orientation, gender identity or expression, familial status, marital status, including marriage to a person of the same sex, disability, retaliation, or genetic information.

2.2. Work Order Management Software

- A. Utiliuse will use Work Order Management Software ("WOMS") to manage the field service work throughout the course of the project. Utiliuse shall grant Client staff read-only access to the WOMS

through the duration of the meter exchange phase. Unless expressly stated otherwise, the Client acknowledges and agrees nothing in this Meter Services Scope of Work grants, constitutes, or provisions the Client with any licensed use during or after the project. The Client, at its discretion, may request to license WOMS from Utiliuse for the Client's continued use concluding the project.

- B. Utiliuse and the Client will coordinate with the Client's billing software vendor ("CIS Vendor") to integrate the WOMS with the Client's billing software ("CIS"). Utiliuse will coordinate with CIS Vendor to ensure the electronic meter swap files are formatted correctly for the CIS.
- C. Utiliuse has included pricing for the initial integration of the WOMS with the CIS.
 - I. Pricing does not include re-integration with the Client's current CIS or new CIS in the event the Client changes the CIS at any point after the initial integration.
 - II. The Client's CIS Vendor may impose separate fees for extract and meter swap integration with WOMS. Utiliuse is unable to ascertain or approximate any additional fee(s) (i.e. one-time or recurring fees) as such fees would be facilitated between the Client's CIS Vendor and the Client independently. Utiliuse will not be responsible for any new or revised fee(s) imposed from the Client's CIS Vendor.
- D. To facilitate field work orders in a meter exchange project, Utiliuse will work with the Client and the Client's CIS Vendor to use their existing meter swap interface. Most billing vendors have an existing interface that will define the formats required.
 - I. The Client will supply Utiliuse with a current export of the Client's billing database.
 - II. Utiliuse will coordinate with the Client to reconcile/clean-up database. Any issues or concerns with the data file will need to be resolved prior to meter exchange. Insufficient or inaccurate data may result in delay(s) to the project schedule and subject to subsequent fees for additional time spent in the field to locate field assets and/or perform the services herein. In the event the Client requires assistance with data clean-up, Utiliuse may supply a Data Analyst at an hourly rate of two-hundred dollars (\$200.00) per hour if requested, and as may be separately agreed by the parties.
 - III. When all issues have been resolved, import final billing database into WOMS and coordinate with the Client to partition the service area into routes.
- E. Field Asset Inventory Management (if applicable)
 - I. Utiliuse will track serialized product in the WOMS throughout meter exchange services. Utiliuse's contracted meter installer's technicians will check out inventory daily and return all retired product to warehouse for disposal.
 - II. Utiliuse will provide a dedicated and secure space to store metering product during project deployment. Utiliuse will restrict unauthorized access to product assigned to Utiliuse throughout the project.
 - III. Unless otherwise agreed, Client will have title to, and risk of loss of, all materials upon delivery, as well as materials delivered to and stored on Client property which are intended to become a part of the Work. In the event of Utiliuse breach of contract and Client has paid Utiliuse for all or a portion of the materials which remains in the possession of Utiliuse, then Client shall have title to, and the right to take possession of, such materials at any time following payment thereof. However, Utiliuse will be liable for any loss or damage to the materials caused by Utiliuse or its subcontractors, their agents or employees. Client shall assume ownership of any remaining inventory once the project has been completed and Utiliuse shall return any unused product to the Client's possession upon completion of the meter exchange phase.
 - IV. Utiliuse will reconcile installed meters and remaining project inventory in Utiliuse's possession upon project completion against meters supplied by the Client.

2.3. Material Acquisition (ongoing)

- A. Utiliuse will coordinate and furnish all product(s) and material(s) identified within Exhibit A throughout the term of this Agreement. Utiliuse will coordinate with product supplier(s) to ensure adequate inventory is onsite and available to maintain meter exchange production schedules.
- B. The Client shall inspect and/or test all materials within three (3) business days from the notice date of delivery and immediately notify Utiliuse of any discrepancies. If no notice is provided within the 3-day period, Utiliuse will assume the materials have passed inspection and will issue invoice for the materials delivered.
- C. The Client acknowledges Utiliuse is unable to circumvent manufacturing product delays and Utiliuse and the Client agree to reasonably extend the project timeline for such delay(s) beyond Utiliuse's control. Following notice of any such proposed extension, the same may be implemented subject to agreement of the parties and subject to receipt of necessary board or governing body approvals, and with time sufficient for Client to exercise its options pursuant to Paragraph 18 of this Agreement.
- D. Unless expressly stated otherwise, supplemental materials (i.e., parts, fittings, pipe, valves, boxes, etc.) are not included within the project scope.

3. WATER METER EXCHANGE

3.1. Standard Water Meter Exchange

- A. A Standard Water Meter Exchange service shall be defined as the meter exchange process as outlined hereunder. Unless expressly stated otherwise, the services provided are limited to the services identified within this section and any additional services will not be assumed inclusive.
- B. Standard Meter Exchange Services will be provided based upon information provided by the Client regarding meter type, size, location and accessibility. Utiliuse assumes all metering data as it pertains to characteristics (size, model, etc.) or any special requirements, will be furnished by the Client in advance of the meter exchange services with minimal exceptions. If the field technician is unable to complete a standard meter exchange service due to inaccurate characteristics, including but not limited to meter type, size, location, accessibility, data discrepancies or inaccuracies, the account will be flagged as RTU.
- C. A Standard Meter Exchange will be defined as "like for like" or "size for size" with an approved equivalent meter type.

3.2. General Meter Exchange (all sizes).

- A. Exit vehicle wearing PPE, and place cones around vehicle.
- B. Verify the service address and meter number match the data provided within the WOMS. Capture an image of the meter box and general worksite before work within the WOMS upon arrival.
- C. Inspect the work site to verify a meter exchange is possible without incident. Document any pre-existing issues (with clear images) which would constitute an In-Process or RTU within the WOMS and as defined below.
- D. Attempt to notify occupant of a brief water outage. If occupant does not respond, verify there is no active consumption through the meter. If the meter displays evidence of active consumption, the technician shall return at a later time to avoid service disruption to the customer. If no occupants respond and there is no active usage, the technician shall proceed with the installation service.
- E. Technicians shall clean out meter box to a reasonable level below the meter connections, if needed, to prevent dirt or contaminants from entering the water line during meter replacement. Use a hand pump to siphon any standing water from the meter box. All dirt, debris, and spoils shall be removed from the service address and disposed of at an Utiliuse approved location.
- F. Inspect the state of the curb stop.
 - I. Note state of curb stop on the work order, including a clear photo of the curb stop with meter register in view before and after completing the work within the WOMS when applicable.

- II. Operate the curb stop as intended using only the appropriate tools intended to operate the curb stop and slowly turn off the curb stop.
- III. If the curb stop was in the closed position upon the technician's arrival, the technician will not restore water service when completed with the meter exchange.
- G. If available and in working order, operate the external hose bib and shut-off water source. Utiliuse's contracted meter installer shall operate the hose bib as intended and not use any tool(s) or excessive force not otherwise intended to operate the hose bib.
- H. Exchange the water meter.
 - I. Capture an image of the old meter with close-up of the old meter reading and meter serial number within the WOMS, including multiple photos for any meters with multiple registers. Record the old meter reading in the appropriate field within the WOMS (if the old meter data is viewable and/or available).
 - II. Disconnect and remove existing water meter from service.
 - III. Install a new appropriately sized water meter.
 - a. Utiliuse's contracted meter installer shall use a wrench affixed to the meter tail on whichever side is being tightened to prevent damage to pipe or fittings.
 - b. Utiliuse's contracted meter installer shall furnish and replace full-face meter gaskets (no more than two gaskets per side) and new nuts and bolts on 1 ½" and 2" water meters.
 - IV. If the curb stop was on upon arrival, slowly restore water service at the curb stop using only the appropriate tools intended to operate the curb stop.
 - V. Flush the water line through an external hose bib, if available at the front of the dwelling and in working order. The technician shall operate the hose bib as intended and not use any tool(s) or excessive force not otherwise intended to operate the hose bib. The line will be flushed for at least 60 seconds, until all air has been evacuated from the service line.
 - VI. Inspect the worksite and meter connections for leaks.
 - a. Utiliuse's contracted meter installer shall be responsible to correct any leaks at the meter connections while on-site. In the event a leak occurs which the technician cannot immediately repair, the technician shall shut-off the water source and immediately notify Utiliuse's field supervisor for further instruction.
 - VII. Capture an image of the new meter installed, new meter tag, and initial reading within the WOMS.
 - VIII. Capture an image of the worksite as-left.
 - IX. Return removed hardware to warehouse.
- I. Commercial (3" and larger) Water Meters
 - I. Utiliuse's contracted meter installer will follow the general outline and process to conduct commercial water meter exchanges in addition to the requirements outlined herein this section.
 - II. Utiliuse will coordinate schedules to exchange commercial water meters with Utiliuse's contracted meter installer and Client.
 - III. Prior to beginning any Work on meters located in vaults, Utiliuse's contracted meter installer shall ensure:
 - a. All applicable confined space entry and/or traffic control permits have been acquired.
 - b. Only certified confined space entry field staff are allowed inside the vault.
 - c. Appropriate signage, barricades and barriers have been placed to alert and redirect pedestrian or vehicular traffic.

- IV. Client will be responsible for actuating the shut-off valves when disconnecting the water and restoring to service.
- V. Utiliuse's contracted meter installer will furnish and replace meter gaskets, bolts, nuts, and washers.
- VI. Return removed hardware to warehouse.

3.3. Install Smart point

- A. Affix Smart point transmitter securely to meter box lid.
- B. Technician will replace the meter box lid with a new composite lid or a previously drilled metal lid possessing a 1.75" diameter hole to accommodate the Smart point.
- C. Connect meter to Smart point utilizing existing touch coupled connector.
- D. Activate the Smart point and confirm communications have been established.
 - I. Confirm communication between the Smart point and the water meter.
 - II. Confirm communications between the Smart point and FlexNet infrastructure.
 - III. Record any communication issues within the work order.
 - IV. Upload an image of the Smart point activation View Details screen into the WOMS.
- E. Work Order Data Documentation
 - I. Record old meter and/or radio transmitter serial number and final consumption read value.
 - II. Record new meter and/or radio transmitter serial number (barcode scan).
 - III. Capture clear images detailing:
 - a. Relative meter location in relation to dwelling.
 - b. Address placard or building signage.
 - c. Worksite condition and before and after performing the services.
 - d. Retired meter serial number and final consumption reading if the information is viewable and/or available.
 - e. New meter once installed.
 - f. New meter serial number.
 - g. New Smart point once installed showing serial number.
 - h. Smart point activation screen.
 - IV. Document any comments or notes relating to the worksite conditions or exceptions with images; including, but not limited to recommended services, special worksite notes, unstable conditions, etc.
 - V. Return old lids to warehouse for drilling and use at another premise.

3.4. In-Process or Return to Utility ("RTU")

- A. In-Process may include, but not be limited to, any of the scenarios listed hereunder. Utiliuse will make a reasonable effort to exchange water meters at all locations identified within the project scope. When applicable, Utiliuse shall flag accounts as "In Process" (skipped/on-hold) which may require additional assistance from the Client. Utiliuse shall notify the Client of any account flagged In-Process for review. If Utiliuse and the Client are unable to determine an appropriate resolution and timeline for the In-Process workorder within ten (10) business days, the account will be flagged Return to Client ("RTU").

- I. Service accounts that cannot be located or have been found to substantially deviate from the expected meter type or size and require additional assistance from the Client personnel.
- II. Incorrect meter size/type identified within the Client's data file.
- III. Service accounts where the water meter is obstructed by vehicles.
- IV. Inoperable valves will be flagged as In-Process and the Client will replace the faulty valve.
- V. Accounts which require advance scheduling will be identified as In-Process while an attempt to schedule an appointment is made. If the property owner is nonresponsive or cannot be reached within ten (10) business days, the account may be flagged as an RTU.
- VI. Service accounts that have visible service line leaks at or near the meter.

B. Return to Utility ("RTU")

Utiliuse shall make a viable attempt to install 100% of the meters associated with the service accounts delivered by the Client's billing database, excepting any mutually agreed-upon excluded meters.

Return to Client ("RTU") may include, but not be limited to, any of the scenarios listed hereunder. Unless otherwise specified hereunder, the Client will be responsible for completing meter exchange service.

- I. Any service account which the meter is inaccessible, requires special equipment, additional materials (parts, fittings, pipe, etc.) or labor which has not been approved by the Client, to successfully complete.
- II. Service accounts where the water meter is obstructed by vehicles, permanent or large structures, landscaping, or excessive tree/plant roots inside meter box.
- III. Service accounts where the technician reasonably believes potential damage may occur to customer's property.
- I. Service accounts which require alterations or restorations to concrete or asphalt around the meter box, or landscaping including but not limited to permanent trees, bushes, shrubs, flowers, gardens, and pathways.

3.5. Additional Installation Services

- A. Additional Installation Services are defined as any service(s) in excess to those expressly stated within the aforementioned Standard Water Meter Exchange section. Additional Installation Services may be necessary to facilitate a successful meter exchange.
- B. Additional Installation Services (non-standard/incidental) which have been pre-authorized with the approval of this Agreement will be invoiced monthly to the Client. Any account requiring Additional Installation Services not previously authorized or budgeted shall be flagged as In-Process or RTU as appropriate. No work will commence at the service address in question unless and until Utiliuse has received written authorization from the Client. Utiliuse's contracted meter installer will coordinate any non-authorized Additional Installation Services with Utiliuse for approval. Utiliuse understands that such written authorizations from Client may require and be subject to the approval of a board or other governing body.
- C. When Additional Installation Services are performed, Utiliuse's contracted meter installer will take before and after pictures for each Additional Installation Service performed at each project site for validation. Failure to document images justifying the work performed may result in rejection of payment for any additional services performed.

4. QUALITY ASSURANCE AND QUALITY CONTROL

4.1. Field Services Quality Assurance

- A. Utiliuse will perform quality assurance evaluations on 5% portion of completed work orders from each installer. Service addresses will be selected at random and reviewed for proper installation and data collection. At minimum, the QA Supervisor will evaluate:
 - I. Jobsite cleanliness
 - II. Meter installed correctly
 - III. Work order accuracy
 - IV. Digital photos are uploaded and match work order data
 - a. In/out meter consumption reading
 - b. Meter identification number
 - c. Radio identification number
- B. The QA Supervisor will coordinate with Utiliuse's Field Manager and technical staff to identify service locations not communicating to the AMI infrastructure. In the event an installed product is suspect for non-communication, a technician will make one on-site attempt to interrogate the product at no expense if within the warranty period.
 - I. The service site work order will be reopened and assigned to a field technician to troubleshoot the concern. If the malfunction is a direct result of the technician's error or negligence, the technician will install a replacement at no charge.
 - II. If it is determined that non-communication is not due to a product defect or warrantable failure, Utiliuse shall invoice for the site visit.

4.2. Data Quality

- A. Utiliuse will review all work orders captured within the WOMS to confirm proper data collection and integrity while tracking and recording any anomalies. The QA Supervisor will reopen any work orders as necessary and reassign to a field technician for review and/or data correction.

5. ASSUMPTIONS AND CLARIFICATIONS

- 5.1. All meters will be exchanged contiguously and sequentially through cycles and routes during normal business hours of Monday – Friday, 6:00 AM to 8:00 PM.
- 5.2. All meters will be assumed to be located in a conspicuous and easily accessible locations. All hard to find meters will have location descriptions and/or assistance from the Client as necessary to locate.
- 5.3. If required, Utiliuse will provide any necessary scheduling services for commercial services only.

All materials removed from the field (e.g., retired meters, debris, trash) will be returned and/or disposed of at Utiliuse-approved facility.