

August 7, 2013

Jeff Derouen
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, KY 40602

RECEIVED

AUG 7 9 2013


PUBLIC SERVICE
COMMISSION

Re: Request for information- Funding for Radio Read Meters
Ref: PSC Case 2013-00043

Please find enclosed information requested and questions answered from Muhlenberg County Water District #1 regarding funding for Radio Read Meter funding.

Please feel free to contact me if you have any questions.

Sincerely,



Davey Douglas
Superintendent
(270) 608-5262

PUBLIC SERVICE COMMISSION
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

Funding for Radio Read Meters

MUHLENBERG COUNTY WATER DISTRICT #1
301 Dean Road
P.O. Box 348
Greenville, KY 42345

August 7, 2013

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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF MUHLENBERG COUNTY)
WATER DISTRICT FOR A CERTIFICATE OF)
PUBLIC CONVENIENCE AND NECESSITY TO) CASE NO: 2013-00043
CONSTRUCT AND FINANCE A WATER)
IMPROVEMENTS PROJECT PURSUANT TO KRS)
278.020 AND 378.300)

RESPONSE TO REQUEST FOR INFORMATION

The Muhlenberg County Water District responds to the request for information as a PSC
cued July 2, 2013 as follows:

1. a. State whether Muhlenberg District has received bids for the 5,800 meters that it
proposes to purchase.

ANSWER: Yes. The copy of bid proposal is attached hereto.

b. State the date that Muhlenberg District opened bids for the 5,800 meters.

ANSWER: May 13, 2013

c. Provide a copy of bids that were timely submitted.

ANSWER: There were 3 bids, a copy of each bid is attached hereto.

d. Provide a copy of the bid tabulation sheet.

ANSWER: Attached hereto.

2. State whether Muhlenberg District's Board of Commissioners has identified the person or
firm to which the contract for purchase of 5,800 meters will be awarded. If yes, provide a copy
of the resolution or minutes of the Board Commissioners' meeting in which the selection was
made.

ANSWER: Yes. A copy is attached hereto.

3. State the date on which the selected bid will expire if not accepted.

ANSWER: It has been accepted.

4. State whether Muhlenberg District proposes any revisions to its proposed plan for purchasing the 5,800 meters. If yes, describe each revision or alteration.

ANSWER: None proposed.

5. List and describe all changes in the assumptions for the proposed loan from Kentucky Rural Water Finance Corporation that are set forth in Muhlenberg District's application.

ANSWER: No changes are anticipated.

6. Refer to Muhlenberg District's Response to Commission Staff's First Request for Information, Item 8(e). Commission Regulation 807 KAR 5:066, Section 15(2), provides that 5/8 inch x 3/4 inch meters to be tested at the following flow rates: .25 gallons per minute ("gpm"); 2 gpm; and 15 gpm. The Sensus meters were tested at flow rates of .11 gpm; 10 gpm; and 35 gpm. Explain why these meters were not tested at the flow rates that the Commission's regulations require.

ANSWER: Sensus meters are without moving parts and are more precise in their measurement. Sensus was chosen due to the accuracy of the testing procedures demonstrated.

7. Refer to Muhlenberg District's Response to Commission Staff's First Request for Information, Item 8e. Testing of the Sensus meters reflected recorded accuracies at the .11 gpm test flow rate and the 35 gpm test flow rate of 99.5 and 99.9 percent respectively. Explain the absence of any deviation in the results.

ANSWER: There are no moving parts in these meters and that is why there is no deviation in the results.

8. Refer to Muhlenberg District's Response to Commission Staff's First Request for Information, Item 7. Explain why Muhlenberg District selected a sample size of 100 meters per year in lieu of a larger sample size for each of the first five years of testing.

ANSWER: Under current rules for existing meters is not required, except after 10 years. The IPerl Meters are far more accurate in measuring the water consumed however, as a precaution the District has agreed to actually measure these meters and their accuracy by collecting 100 meters per year. The warranty on the meter is for 20 years.

9. State how Muhlenberg District intends to report the results of the meter testing to the Commission.

ANSWER: It will be reported in the quarterly results of meter testing provided to the PSC under current rules.

10. Refer to Muhlenberg District's Response to Commission Staff's First Request for Information, Item 8(e).

a. Describe the meter testing procedures that Sensus Metering Systems used to test the 28 meters for which testing results were provided.

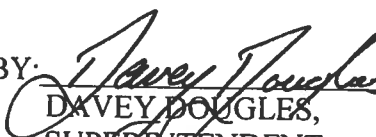
ANSWER: See attached report on Sensus testing procedures.

b. State the number of meters tested in the lot that contained Sensus Serial Number 74955977 to 74958676. If all meters in this lot were not tested, state the number of meters tested and how these meters were selected for testing.

ANSWER: Of those meters in the identified numbers 28 were tested randomly and they all had a result of 99.9% accuracy on the high side and 99.5% accuracy on the low side. These are far more accurate than the existing meters and will save the District thousands of dollars over time.

This the 7th day of August, 2013.

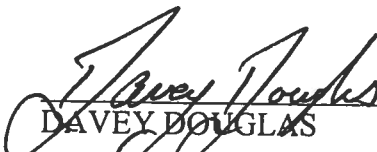
Muhlenberg County Water District

BY: 
DAVEY DOUGLES,
SUPERINTENDENT

CERTIFICATE OF SERVICE

I hereby CERTIFY that the foregoing Response to Request for Information has been served upon the following, by mailing a true and correct copy of same, postage prepaid, on this the 7th day of August, 2013 to:

Jeff Derouen
Executive Director
Public Service Commission
P.O. Box 615
Frankfort, KY 40602


DAVEY DOUGLAS

 **LEGAL NOTICES**

 **LEGAL NOTICES**

 **LEGAL NOTICES**

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42345, for the Following Bid Packages Only:
INSTALLATION of the HVAC SYSTEM (Phase 1)
MUHLENBERG COUNTY

COURTHOUSE ANNEX - HVAC RENOVATION
A pre-bid conference is scheduled for April 30, 2013 at 2:00 p.m., the **MUHLENBERG COUNTY COURTHOUSE ANNEX** located at 109 East Main Cross Street, Greenville, KY. All bidders are urged to attend this meeting.

Proposals are to be submitted on the Contractors Standard Proposal Forms.

Please note the Phase 1 - Electrical has previously been Bid and Awarded.

All questions shall be directed, in writing to the Engineers or Owner, at their Contact Phone Numbers, listed above. 4-30c

 **LEGAL NOTICES**

Notice of Intention to Mine

Pursuant to Application Number 889-7011 NW In accordance with KRS 350.055, notice is hereby given that Armstrong Coal Company, Inc., 407 Brown Road, Madisonville, Kentucky, 42431, has applied for a permit for a surface coal mining and reclamation operation

By virtue of the Judgment and Order of Sale dated May 7, 2012, against Defendant, Carolyn Sigers, et al., there is due and owing to Plaintiff the principal sum of \$52,484.72 with interest on the principal sum at the rate of 8.8% per annum from June 1, 2009 until paid, together with costs, other expenses, and attorney's fees as set forth therein. Pursuant to said Judgment and Order of Sale and the Order entered April 16, 2013 rescheduling the sale, I will offer for sale at the front door of the Muhlenberg County Courthouse, Greenville, Kentucky, to the highest bidder at public auction on the 9th day of May, 2013, at 9:00 a.m. (CST), prevailing time or immediately thereafter, real estate located at Muhlenberg County, Kentucky, and more particularly described as follows:

Property Address:
106 Wilson Street,
Greenville, KY 42345
Parcel No.: 109-02-10-021.000

Beginning at an iron pipe in the North line of Wilson Street; Agreed corner with Raymond Craig; thence with the line of Craig N 00-56 feet E 131.10 feet to an iron pin in the Craig line; thence N 86-22 E 0142.00 feet to the center of Caney Creek; 160.00 feet, more or less, to the line of Wilson Street; thence N

percent (12%) per annum until paid. Such bond shall have the force and effect of a judgment. In the event the Plaintiff is the successful bidder, it shall be entitled to a credit of its judgment against the purchase price and shall only be obligated by pay court costs, fees and costs of the Master Commissioner, and the real estate taxes due pursuant to this order. The purchaser shall pay the real estate taxes for the 2013 tax year and subsequent years.

Bidders will be prepared to comply with these terms.

Respectfully submitted,
This ___ day of April, 2013.

Al Miller,
Master Commissioner
428 North Second Street
Central City, Kentucky
42330
(270) 754-5249
5-7c

 **LEGAL NOTICES**

The following estates have been probated and fiduciary appointments made in the Muhlenberg District Court. Creditors are notified that all claims against said estates must be filed within six (6) months from the date of appointment.

On April 22, 2013 the estate of Zelmodene Adams, 103 West Main Street, Powderly, Kentucky 42367 to Marlin

approximately 0.2 miles east of the State Route 602 junction with US 431 and located approximately 0.5 miles south of the Green River.

The proposed operation is located on the Central City East U.S.G.S. 7 1/2 minute quadrangle map. The surface area is owned by Cyprus Creek Land Company, Western Land Company, LLC, and Rogers Brothers Coal Company. The operation will involve the use and maintenance of a haul road. The operation will affect an area within 100 feet of KY State Route 3038. The operation will not involve closure or relocation of this public road.

The application has been filed for public inspection at the Department for Natural Resources, Division of Mine Reclamation and Enforcement, Madisonville Regional Office, 625 Hospital Drive, Third Floor, Madisonville, KY 42431. Written comments, objections, or requests for a permit conference must be filed with the Director, Division of Mine Permits, No.2 Hudson Hollow Road, U.S. Highway 127 South, Frankfort, KY 40601. 5-76

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P & P Properties of Muhlenberg County, LLC, dated May 05, 2004, filed May 18, 2004, recorded in Deed Book D502, Page 777, County Clerk's Office, Muhlenberg County, Kentucky.

Subject to all restrictions, conditions and covenants and to all legal highways and easements.

The above-described real estate is indivisible and cannot be divided without materially impairing its value and the value of Plaintiff's lien thereon and shall be sold as a whole, free and clear of the claims of the parties to this action and subject to easements, restrictions, and stipulations of record, any matters that would be disclosed by an accurate survey, or inspection of the property, any current assessments for public improvements levied against the property.

Proceeds of the sale shall be paid as follows:

- a. in satisfaction of the costs and expenses of this action incurred by the Master Commissioner;
- b. to the full satisfaction of any liens for delinquent ad valorem taxes assessed against the real estate;
- c. to satisfy the judgment lien of Plaintiff as set forth hereinabove;
- d. the balance of the proceeds, if any, shall be held by the Master Commissioner pending further orders of this Court.

The Sale shall be for cash or on terms of ten percent (10%) down with thirty (30) days to pay the balance, and requiring that the purchaser shall give a bond, with good surety, for the purchase price, payable to the Master Commissioner bearing interest at twelve

P.O. BOX 655, Central City, Kentucky 42330.

On April 25, 2013 the estate of Martha L. Covington, 501 Rogers Avenue, Greenville, Kentucky 42345 to Ella L. Mercer, Executrix, 358 Nebo Cemetery Road, Greenville, Kentucky 42345. Attorney representing estate: None.



NOTICE TO TAKE BIDS

Notice is given that the Muhlenberg County Water District on Monday, May 13, 2013 at 4:00 p.m. prevailing central time at its office at 301 Dean Road, Greenville, Kentucky 42345 will receive bids for 5,800 Sensus iPERL Water Meters, or the equivalent, and 5,800 radio meter reader equipment (AMR's), or the equivalent, at the office of the Muhlenberg County Water District, 301 Dean Road, Greenville, Kentucky 42345.

The successful bidder will provide a unit price for 5,800 Sensus iPERL Water Meters and a separate unit price for 5,800 automated meter readers (AMR), radio meter reading equipment.

The bid shall specify the delivery time for delivery of same, warranties as to said equipment and all such bids shall be accordance with specifications which are available for inspection at the Muhlenberg County Water District Office at 301 Dean Road, Greenville, Kentucky 42345.

MUHLENBERG COUNTY WATER DISTRICT 4-306



COMMONWEALTH OF KENTUCKY
MUHLENBERG
CIRCUIT COURT
CIVIL ACTION NO.
10-CI-00178

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
PLAINTIFF Vs.
NOTICE OF SALE
CAROLYN SIGERS, et al., DEFENDANTS

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Muhlenburg County Water District automated Meter Reading Bid Form

Item	Description	Unit	Unit		
			Price	Quantity	Total
1	5/8"x3/4" Sensus iPERL Water Meter	Ea.	110	5800	\$638,000.00
2	Sensus 520P Radio Transclever	Ea.	105	5800	\$609,000.00
3	Sensus Vehicle Based Drive-By Reading equipment package	Ea.	0	1	\$0.00
Total					\$1,247,000.00

- Notes:
1. In case of discrepancies between unit prices and the bid total, the unit price shall prevail
 2. Bidder shall conform to all supplied specifications
 3. Owner reserves the right to reject any and or all bid proposals

Bidder: The C.I. Thornburg Co., Inc.

By:  Date: 5/7/2013

Title: Director of Engineered Products KY & TN

Address: 740 Enterprise Drive Lexington, KY 40510

Sensus Limited Warranty

G-500 R13

I. General Product Coverage

Sensus USA Inc. ("Sensus") warrants its products and parts to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment and as set forth below. All products are sold to customer ("Customer") pursuant to Sensus' Terms of Sale, available at <http://na.sensus.com/TC/TermsConditions.pdf> ("Terms of Sale").

II. SR II® and accuSTREAM™ 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for five (5) years from the date of Sensus shipment or until the registration shown below, whichever occurs first. Sensus further warrants that the SR II meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	New Meter Accuracy	Repair Meter Accuracy
5/8" SR II Meter and accuSTREAM Meter	500,000 gallons	1,500,000 gallons
3/4" SR II Meter and accuSTREAM Meter	750,000 gallons	2,250,000 gallons
1" SR II Meter and accuSTREAM Meter	1,000,000 gallons	3,000,000 gallons

III. SR® 5/8", 3/4" & 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4" and 1" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" SR Meter	1,500,000 gallons
3/4" SR Meter	2,250,000 gallons
1" SR Meter	3,000,000 gallons

1-1/2" & 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2" and 2" SR meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" SR Meter	5,000,000 gallons
2" SR Meter	8,000,000 gallons

PMM® 5/8", 3/4", 1" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 5/8", 3/4", and 1" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for fifteen (15) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
5/8" PMM	1,500,000 gallons
3/4" PMM	2,000,000 gallons
1" PMM	3,000,000 gallons

PMM 1-1/2", 2" Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment. Sensus further warrants that the 1-1/2", and 2" PMM meter will perform to at least AWWA Repaired Meter Accuracy Standards for ten (10) years from the date of Sensus shipment or until the registration shown below, whichever occurs first:

	Repair Meter Accuracy
1-1/2" PMM	5,000,000 gallons
2" PMM	8,000,000 gallons

iPERL™ Water Management Systems...

that register water flow are warranted to perform to the accuracy levels set forth in the iPERL Water Management System Data Sheet (IPL-110), available at www.sensus.com/iperl or by request from 1-800-METER-IT, for twenty (20) years from the date of Sensus shipment. The iPERL System warranty does not include the external housing.

VIII. Maincase...

of the SR, SR II and PMM in both standard and low lead alloy meters are warranted to be free from defects in material and workmanship for twenty-five (25) years from the date of Sensus shipment. Composite and E-coated maincases will be free from defects in material and workmanship for fifteen (15) years from the date of Sensus shipment.

IX. Sensus "W" Series Turbo Meters, OMNI™ Meters and Propeller Meters...

are warranted to perform to AWWA New Meter Accuracy Standards for one (1) year from the date of Sensus shipment.

X. Sensus accuMAG™ Meters...

are warranted to be free from defects in material and workmanship, under normal use and service, for 18 months from the date of Sensus shipment or 12 months from startup, whichever occurs first.

XI. Sensus Registers...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the periods stated below or until the applicable registration for AWWA Repaired Meter Accuracy Standards, as set forth above, are surpassed, whichever occurs first:

5/8" thru 2" SR, SR II, PMM, accuSTREAM Standard Registers	25 years
5/8" thru 2" SR, SR II, PMM, accuSTREAM Encoder Registers	10 years
Electronic Communication Index (ECI)	10 years
All HSPU, IMP Contactor, R.E.R. Elec. ROFI	1 year
Standard and Encoder Registers for:	
"W" Turbo and Propeller Meters	1 year
OMNI Register with Battery	10 years

XII. Sensus Electric Meters...

are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment. Spare parts and components are warranted to be free from defects in material and workmanship for one (1) year from the date of Sensus shipment.

Repaired or refurbished equipment repaired by Sensus is warranted to be free from defects in material and workmanship for ninety (90) days from the date of Sensus shipment or for the time remaining on the original warranty period, whichever is longer.

XIII. Batteries, iPERL System Components, AMR and FlexNet™ System AMI Interface Devices...

are warranted to be free from defects in material and workmanship from the date of Sensus shipment for the period stated below:

Electronic TouchPad	10 years
RadioRead® MXU (Model 505C, 510R or 520R) and Batteries	20 years*
Act-Pak® Instrumentation	1 year
TouchRead® Coupler and AMR Equipment	1 year
FlexNet Water or Gas SmartPoint™ Modules and Batteries	20 years*
Tower Gateway Base Station	1 year
FlexNet Network Portal	1 year
iConA and FlexNet Electricity SmartPoint Module	1 year
iPERL System Battery and iPERL System Components	20 years*

(continued on reverse)

Sensus Limited Warranty

- Sensus will repair or replace non-performing:
 - RadioRead® MXU (Model 505C, 510R and 520R) and Batteries,
 - FlexNet Water or Gas SmartPoint Modules (configured to the factory setting of six transmissions per day) and batteries,
- iPERL System Batteries, and/or the iPERL System flowtube, the flow sensing and data processing assemblies, and the register ("iPERL System Components") at no cost for the first ten (10) years from the date of Sensus shipment, and for the remaining ten (10) years, at a prorated percentage, applied towards the published list prices in effect for the year product is accepted by Sensus under warranty conditions according to the following schedule:

Years	Replacement Price	Years	Replacement Price
1 - 10	0%	16	55%
11	30%	17	60%
12	35%	18	65%
13	40%	19	70%
14	45%	20	75%
15	50%	>20	100%

Note: Software supplied and licensed by Sensus is warranted according to the terms of the applicable software license agreement. Sensus warrants that network and monitoring services shall be performed in a professional and workmanlike manner.

XIV. Return...

Sensus' obligation, and Customer's exclusive remedy, under this Sensus Limited Warranty is, at Sensus' option, to either repair or replace the product, provided the Customer (i) returns the product to the location designated by Sensus within the warranty period; and (ii) prepays the freight costs both to and from such location.

The return of products for warranty claims must follow Sensus' Returned Materials Authorization (RMA) procedures. Water meter returns must include documentation of the Customer's test results. Test results must be obtained according to AWWA standards and must specify the meter serial number. The test results will not be valid if the meter is found to contain foreign materials. If Customer chooses not to test a Sensus water meter prior to returning it to Sensus, Sensus will repair or replace the meter, at Sensus' option, after the meter has been tested by Sensus. The Customer will be charged Sensus' then current testing fee. Sensus SmartPoints modules and MXU's returned must be affixed with a completed return evaluation label. For all returns, Sensus reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Sensus may, at its discretion, replace such Obsolete Product with a different product model ("New Product"), provided that the New Product has substantially similar features as the Obsolete Product. The New Product shall be warranted as set forth in this Sensus Limited Warranty.

THIS SECTION XIV SETS FORTH CUSTOMER'S SOLE REMEDY FOR THE FAILURE OF THE PRODUCTS, SERVICES OR LICENSED SOFTWARE TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

Warranty Exceptions and No Implied Warranties...

This Sensus Limited Warranty does not include costs for removal or installation of products, or costs for replacement labor or materials, which are the responsibility of the Customer. The warranties in this Sensus Limited Warranty do not apply to goods that have been: installed improperly or in non-recommended installations; tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communication parts and assemblies; converted; altered; damaged; read

by equipment not approved by Sensus; subjected to misuse, improper storage, improper care, improper maintenance, or improper periodic testing (collectively, "Exceptions."). If Sensus identifies any Exceptions during examination, troubleshooting or performing any type of support on behalf of Customer, then Customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in examining, troubleshooting, performing support activities, repairing or replacing any Equipment that satisfies any of the Exceptions defined above. The above warranties do not apply in the event of Force Majeure, as defined in the Terms of Sale.

THE WARRANTIES SET FORTH IN THIS SENSUS LIMITED WARRANTY ARE THE ONLY WARRANTIES GIVEN WITH RESPECT TO THE GOODS, SOFTWARE LICENSES AND SERVICES SOLD OR OTHERWISE PROVIDED BY SENSUS. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF EQUIPMENT, LICENSED SOFTWARE OR SERVICES TO CONFORM TO THEIR RESPECTIVE WARRANTIES.

XVI. Limitation of Liability...

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE.

AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES; NOR (V) DAMAGES ARISING FROM MAINCASE OR BOTTOM PLATE BREAKAGE CAUSED BY FREEZING TEMPERATURES, WATER HAMMER CONDITIONS, OR EXCESSIVE WATER PRESSURE. "IN/OUT COSTS" MEANS ANY COSTS OR EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.

To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

Sensus Delivery Times

1. Sensus iPERL meter
 - a. 2-3 weeks
2. Sensus 520P radio
 - a. 2-3 weeks
3. Sensus complete reading equipment package
 - a. 4 weeks

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Muhlenburg County Water District automated Meter Reading Bid Form

Item	Description	Unit	Unit		Total
			Price	Quantity	
1	5/8"x3/4" Water Meter	Ea.	\$95.49	5800	\$553,842.00
2	Radio Transciever	Ea.	\$78.67	5800	\$456,286.00
3	Vehicle Based Drive-By Reading equipment package	Ea.	\$17,163.16	1	\$17,163.16

- Notes:
1. In case of discrepancies between unit prices and the bid total, the unit price shall prevail
 2. Bidder shall conform to all supplied specifications
 3. Owner reserves the right to reject any and or all bid proposals

Bidder: HD Supply Waterworks

By: Casey Shaff Date: 05-13-13

Title: Sales Representative

Address: 3352 Industrial Drive, Bowling Green, KY 42101

**HD Supply Waterworks
3352 Industrial Drive
Bowling Green, KY 42101
T: 270-783-8721 F: 270-783-8723**

MUHLENBERG CO WATER DISTRICT
 STOCK #113 BOWLING GREEN
 PO BOX 348
 GREENVILLE KY 42345
 Telephone: 270-338-1300
 Fax: 270-338-7494

HDSWW - BOWLING GREEN KY
 3352 Industrial Dr
 Bowling Green KY 42102
 Telephone: 270-783-8721
 Fax: 270-783-8723

Attention: DAVEY

5/13/13 Bid ID: 3458642 PH1 MUHLENBURG CO AMR/AMI POLYMER Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
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 HDS - BOWLING GREEN
 3352 INDUSTRIAL DRIVE
 BOWLING GREEN, KENTUCKY 42101
 CONTACT: CASEY SHAFF
 MOBILE: 270-438-3509
 TOLL FREE: 888-490-1944
 PHONE: (270) 783-8721
 FAX: (270) 783-8723

BID DATE: 05/13/13

 CONDITIONS AS FOLLOWS:
 THE FOLLOWING PRICES ARE FIRM
 FOR 30 DAYS. ORDERS MUST BE
 PLACED WITHIN 15 DAYS OF BID
 DATE. DELIVERY WITHIN 30 DAYS
 AFTER RECEIPT OF ORDER.

0	1	EA	ORION ME MOBILE READING SYSTEM INCLUDING: PANASONIC TOUGHBOOK 30- ORION TWO WAY ME ENDPOINTS 6'LEAD WITH 308 CONNECTOR PIT READCENTER ANALYTICS+ SOFTWARE UP TO 10,000 SERVICES, DATA PROFILE SOFTWARE. TWO DAYS OF ONSITE TRAINING.	17,163.16	17,163.16
	5800	EA	E25-EP 5/8X3/4 EP E-SERIES METER ADE USG 308 CONNECTOR ENGINEERED POLYMER	95.49	553,842.00
	5800	EA	ORION TWO WAY ME ENDPOINTS 6'LEAD WITH 308 CONNECTOR, PIT.	78.67	456,286.00

Subtotal: 1,027,291.16
 Tax: .00
 Bid Total: 1,027,291.16

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE CLAIM OF ANY OTHER PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL ASSUME THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for damage to goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.

Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may, in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due to Seller shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment to any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being hereby waived.

Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. The cost of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.

This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will remain solvent for the duration of this Agreement. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such change. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to enforce such clauses: 5, 8, 9, 10, 11 and 12.

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Muhlenburg County Water District automated Meter Reading Bid Form

Item	Description	Unit	Unit Price	Quantity	Total
1	5/8"x3/4" Water Meter	Ea.	\$124.48	5800	\$721,984.00
2	Radio Transciever	Ea.	\$78.67	5800	\$456,286.00
3	Vehicle Based Drive-By Reading equipment package	Ea.	\$17,163.16	1	\$17,163.16

- Notes:
1. In case of discrepancies between unit prices and the bid total, the unit price shall prevail
 2. Bidder shall conform to all supplied specifications
 3. Owner reserves the right to reject any and or all bid proposals

Bidder: HD Supply Waterworks

By: Casey Shaff Date: 05-13-13

Title: Sales Representative

Address: 3352 Industrial Drive, Bowling Green, KY 42101

HD Supply Waterworks
3352 Industrial Drive
Bowling Green, KY 42101
T: 270-783-8721 F: 270-783-8723

MUHLENBERG CO WATER DISTRICT
 STOCK #113 BOWLING GREEN
 PO BOX 348
 GREENVILLE KY 42345
 Telephone: 270-338-1300
 Fax: 270-338-7494

HDSWW - BOWLING GREEN KY
 3352 Industrial Dr
 Bowling Green KY 42102
 Telephone: 270-783-8721
 Fax: 270-783-8723

Attention: DAVEY
 5/03/13 Bid ID: 3449405 PH1 MUHLENBURG CO AMR/AMI

Line	Quantity	Sell Per	Description	Net Price	Extended Price
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 HDS - BOWLING GREEN
 3352 INDUSTRIAL DRIVE
 BOWLING GREEN, KENTUCKY 42101
 CONTACT: CASEY SHAFF
 MOBILE: 270-438-3509
 TOLL FREE: 888-490-1944
 PHONE: (270) 783-8721
 FAX: (270) 783-8723

BID DATE: 05/13/13

 CONDITIONS AS FOLLOWS:
 THE FOLLOWING PRICES ARE FIRM
 FOR 30 DAYS. ORDERS MUST BE
 PLACED WITHIN 15 DAYS OF BID
 DATE. DELIVERY WITHIN 30 DAYS
 AFTER RECEIPT OF ORDER.

00	1	EA	ORION ME MOBILE READING SYSTEM INCLUDING: PANASONIC TOUGHBOOK 30- ORION TWO WAY ME ENDPOINTS 6'LEAD WITH 308 CONNECTOR PIT READCENTER ANALYTICS+ SOFTWARE UP TO 10,000 SERVICES, DATA PROFILE SOFTWARE. TWO DAYS OF ONSITE TRAINING.	17,163.16	17,163.16
0	5800	EA	E25-SS 5/8X3/4 SS E-SERIES METER ADE USG 308 CONNECTOR	124.48	721,984.00
0	5800	EA	ORION TWO WAY ME ENDPOINTS 6'LEAD WITH 308 CONNECTOR, PIT.	78.67	456,286.00

Subtotal: 1,195,433.16
 Tax: .00
 Bid Total: 1,195,433.16

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".

2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Buyer's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.

Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.

Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.

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Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.

When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.

Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a packing charge.

Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due under this order shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment to any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being hereby waived.

Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.

Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. The cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.

This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.

If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will not file for bankruptcy protection or reorganization. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such change. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.

The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.

The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to enforce such clauses: 5, 6, 9, 10, 11 and 12.

MINUTES OF THE MAY 20, 2013 CALL MEETING

The call meeting of the Muhlenberg County Water District was opened May 20, 2013 by Bobby Mayhugh, Chairman.

This meeting was called to award the bids on the radio read meters. H.D. Supply was present at the meeting, but C.I. Thornburg was not present. H.D. Supply was excused to award the bids.

There was a lot of discussion on which bid would be best for the District. C.I. Thornburg has the iPerl meters and H.D. Supply had the Badger meters.

- 1 The iPerl has a 20 year warranty. The Badger does not provide any warranty.
- 2 The iPerl has a 2 watt. The Badger has a 1 watt.
- 3 The iPerl has 3/100th of a gallon in leak detection. The Badger has ¼ a gallon in leak detection.
- 4 The iPerl has no moving parts. The Badger if it is a little crooked it will not register.
- 5 If there is a leak in a line the iPerl will register 35 gallons a minute. If there is a leak in a line on the Badger it will register 25 gallons a minute.

The whole reason the District is going with radio read meters is to help with our water loss. Taking everything into consideration the iPerls are the best choice for the District. C. I. Thornburg will be the best to represent us and they will work with the District well.

Shawn Noffsinger made a motion to accept the bid from C.I. Thornburg for \$1,247,000.00. Gene Kimmell 2nd the motion. Said motion carried. A copy of all bids are attached for future reference.

There was discussion on the loan for the radio read meters and who gave authorization for payment. Ronda is to check with KIA.

Bobby Mayhugh made a motion to adjourn. Shawn Noffsinger 2nd the motion. Said motion carried.

Respectfully submitted,

Ronda Griffin

Ronda Griffin

Bobby Mayhugh

Bobby Mayhugh, Chairman

Gene Kimmell

Gene Kimmell, Treasurer

This response is to clarify the Sensus iPERL quality and accuracy testing procedures, and answer specific questions raised by the Kentucky Public Service Commission in their review of Muhlenburg's use of this meter and this technology:

The measuring principle of the Sensus iPERL is electromagnetic, and there are no moving parts. Therefore, the accuracy "curve" that we are accustomed to seeing for positive displacement meters is not a curve at all. It is a flat line with no deviation in accuracy between low, middle and high flow rates.

Sensus calibrates and tests each and every iPERL meter using an accurate, highly sophisticated, closed test loop. The standard for testing is an Endruss Houser Magnetic Flow Reference Meter. Using a special test mode that samples the flow rate at four (4) times the standard sampling rate the meter is run at a middle flow rate. After the initial test, the total flow results are compared between the Reference Meter and the iPERL unit under test. A calculation develops an appropriate calibration factor, if needed, and this calibration is made to the iPERL unit being tested. A second validation test is run using the exact same procedure. The accuracy number that is developed from this validation test is shown as the Middle (MID) Accuracy number on the Meter Test Result.

The Low (LOW) and High (HI) accuracy numbers on Meter Test Result are developed by a statistical sampling of iPERL meters that are tested at the 0.11 GPM (LOW) and 35 GPM (HI). These more extreme low and high Test Flow Rates are used instead of the rates shown in Commission Regulation 807 KAR 5:066, Section 15(2) (2 GPM and 15 GPM) to demonstrate the accuracy of this technology and this meter at a much wider flow rate. The Commission Regulation is greatly exceeded in these test flow rates which are 5.5% to 233% of the Commission Regulation. The lack of deviation in these numbers is explained above, since these are the accuracy of a statistical sampling of the iPERL meters.

I hope this explanation is helpful. I know that the accuracy and capability of the iPERL meter to measure this wide range of flows is a tremendous step in the right direction in the continued effort to improve efficiency and reduce unaccounted for water in our municipal and public water systems. The iPERL and the electromagnetic measurement principle have been an incredible technological advance in our industry. There are now over 1 Million residential iPERL meters installed.

If any additional information is required, please do not hesitate to contact me.

Alan S. Morrison, P. E.
Vice President

The C. I. Thornburg Co., Inc.
Leading the World Through Clean Water
4034 Altizer Avenue, Huntington, WV 25705
Mail: PO Box 2163, Huntington, WV 25722
800.999.3484 | c: 304.633.8315 | f: 304.523.0510
alan.morrison@cithornburg.com
www.cithornburg.com

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We hereby certify the attached accuracy performance data, listed by Sensus meter serial numbers, represents the actual test results for water meters.

All meters are built to AWWA Standards.

The Sensus Part Number is: ISS1GGXX

MTR 5/8-3/4 IPERL 100G 7.5"LL
SWHL 4A 6'TRPL CBL 2-WIRE
SMART MODE

The meters were shipped on Order No. 217567
Line No. 012

Sensus Serial Number: 74955977 to 74958676

Manufacture Date: 8/24/2012

Meter Quantity : 2700

Heidi Ritenour
Engineering Support Service

3/20/2013 at 11:22 AM

Page: 1

Sensus Metering Systems

Sensus Test Data Build
Sensus Meter Flow Data

Serial No.	Low 0.11 GPM	Mid 10 GPM	Hi 35 GPM
74955977	99.5	100.2	99.9
74955978	99.5	100.2	99.9
74955979	99.5	100.3	99.9
74955980	99.5	100.2	99.9
74955981	99.5	99.9	99.9
74955982	99.5	100.2	99.9
74955983	99.5	100.3	99.9
74955984	99.5	100.5	99.9
74955985	99.5	99.7	99.9
74955986	99.5	100.4	99.9
74955987	99.5	100.1	99.9
74955988	99.5	99.9	99.9
74955989	99.5	99.1	99.9
74955990	99.5	99.3	99.9
74955991	99.5	99.3	99.9
74955992	99.5	99.6	99.9
74955993	99.5	99.1	99.9
74955994	99.5	99.0	99.9

74955995	99.5	99.0	99.9
74955996	99.5	99.5	99.9
74955997	99.5	99.4	99.9
74955998	99.5	99.0	99.9
74955999	99.5	100.1	99.9
74956000	99.5	99.7	99.9
74956001	99.5	99.0	99.9
74956002	99.5	99.7	99.9
74956003	99.5	99.9	99.9
74956004	99.5	100.4	99.9