

# Rubin & Hays

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CHARLES S. MUSSON  
W. RANDALL JONES  
CHRISTIAN L. JUCKETT

June 17, 2015

RECEIVED

JUN 17 2015

PUBLIC SERVICE  
COMMISSION

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

Re: Beech Grove Water System, Inc. - **Case No. 2015-00139**


Dear Mr. Derouen:

Enclosed please find the original and ten (10) copies of the Response of the Beech Grove Water System, Inc., to the Commission Staff's Request for Information.

If you need any additional information or documentation, please let us know.

Sincerely,

Rubin & Hays

By   
W. Randall Jones

WRJ:jl  
Enclosures

cc: Ms. Sheila Murphy, Beech Grove Water System  
Mr. Deron Hawkins, EMCOR Construction Services

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

JUN 17 2015

PUBLIC SERVICE  
COMMISSION


CASE NO.  
2015-00139

In the Matter of:  
APPLICATION OF THE BEECH GROVE WATER SYSTEM, INC. FOR A  
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT AND  
FINANCE A WATER IMPROVEMENTS PROJECT PURSUANT TO KRS 278.020 AND  
278.300

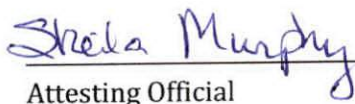
\*\*\*\*\*  
**CERTIFICATION OF RESPONSE TO COMMISSION  
STAFF'S FIRST INFORMATION REQUEST**  
\*\*\*\*\*

This is to certify that I have supervised the preparation of the Applicant's  
Response to the Commission Staffs First Information Request. The responses  
submitted on behalf of Beech Grove Water System are true and accurate to  
the best of my knowledge, information, and belief formed after a reasonable  
inquiry.

Date: June 12, 2015

  
\_\_\_\_\_  
Jeremy Rager  
President

Prepared By  
Sheila Murphy



Attesting Official

Subscribed and sworn to me 12 day of June, 2015

My Commission Expires October 26, 2017





Construction Services

## **EMCOR Construction Services – Response to the Public Service Commission**

**Case No. 2015-00139**

### **Application of the Beech Grove Water System, Inc. for a Certificate of Public Convenience and Necessity to Construct and Finance a Water Improvement Project Pursuant to KRS 278.020 and 278.300**

- Item 1** Refer to Exhibit B of the application ("Qualified Provider Agreement").
- Item 1.a.** Provide a copy of the letter of warranty identified at page 11, Section 4.6(a).
- See Sample Warranty Letter, actual scope and dates to be determined once project is complete. See attachment Labeled "Attachment #1A"
- Item 1.b.** Identify each manufacturer warranty that applies to equipment provided as part of the project as per Exhibit 1-A, page 32, Section A.1.19, and provide a copy of each manufacturer's warranty which shall be assigned to Beech Grove pursuant to Section 4.6(a).
- See attachment Labeled "Attachment #1B"
- Item 1.c.** Provide a copy of the letter of warranty identified at page 11, Section 4.6(b).
- See Sample Warranty Letter, actual scope and dates to be determined once project is complete. See attachment Labeled "Attachment #1A"
- Item 1.d.** With respect to Section 4.7(b) at pages 11 and 12, explain why 30 days is a reasonable amount of time for Beech Grove, upon discovery of a claimed defect, to make a written claim to the Provider pursuant to the limited warranty provision of the Qualified Provider Agreement.
- In regards to Client warranty claims, 30 days is the industry standard time allowed for Client to notify Provider of any issues in regards to warranty claims.
- Item 1.e.** With respect to Section 4.8 at page 12, identify "all other warranties, statutory, express, or implied" that the Qualified Provider Agreement purports to exclude. For each excluded warranty, including the warranty of merchantability or fitness for a particular purpose, explain the reason for the exclusion.
- No warranty exclusions will be required by the Provider as part of this project.
- Item 2** Refer to the Qualified Provider Agreement, Article 5, at pages 13 and 14.
- Item 2.a.** Provide a narrative that explains the Provider's responsibilities, including its financial obligation to Beech Grove, in the event that the Guaranteed Savings generated over the

Guarantee Term are less than the Total Guaranteed Savings per the Performance Assurance Agreement. Include in the narrative a description of what happens in a scenario in which savings generated over the term are 50 percent of the Total Guaranteed Savings per the Performance Assurance Agreement.

- The Guaranteed Energy Savings generated over the term as shown in the Performance Assurance Agreement have been stipulated and agreed upon between the Client and the Provider as set forth as part of this project. The Provider is not responsible for any savings shortfall which fails to be achieved during the duration of the term of this contract. The savings achieved from water meter accuracy (shown on Table 1.2 on page 35 of the Qualified Provider Agreement) is an actual increase in water revenues calculated and agreed upon between the Provider and the Client and were based on 3rd party test results of existing water meters. The existing water meter accuracies were then compared to new water meter accuracies per the water meter manufacturer's meter accuracy guarantees per AWWA minimal standards. 3rd Party test results proved that the existing water meter accuracy was 92% accurate (8% inefficient). This means that for every 1,000 gallon used, 80 gallons will not be measured, billed for, or have any realized revenues for this loss of water. This costs the Beech Grove Water System in water, treatment, and distribution expense. It also prevents the Beech Grove Water System, Inc. from realizing the proper amount of revenues they otherwise could bill for.

**Item 2.b.**

With regard to "Stipulated Savings," per the Glossary at page 7, are Stipulated Savings a part of the Total Guaranteed Savings for the Performance Assurance Agreement? With the response, fully explain how Beech Grove determined the appropriate amount to stipulate as savings by agreement with the Provider. Identify the individuals who made the analysis on behalf of Beech Grove and supply the supporting documentation concerning the level of savings to stipulate.

- Yes the "Stipulated Savings" are part of the Total Guaranteed Savings for the Performance Assurance Agreement.
- Stipulated Savings Calculations were reviewed by Sheila Murphy and Michael Wahl from Beech Grove Water Systems.

**Item 3**

Refer to the Qualified Provider Agreement, pages 30 through 34.

**Item 3.a**

For the Advanced Meter Infrastructure ("AMI") project being proposed through this application, confirm that all the items necessary for the AMI system to be fully functional for Beech Grove are being provided through the Qualified Provider Agreement. If Beech Grove cannot confirm this fact, then identify the additional items necessary for the AMI to be fully functional for Beech Grove. Identify the cost of the other necessary components of the AMI system and state whether the other components have been purchased. If there are items that are necessary for a fully functional AMI system that have not been purchased, state when the items will be purchased and provide the estimated costs for the necessary items.



- The Provider is providing a complete and fully functional AMI system for the Client with no additional equipment required for the Client to purchase as a part of this project.

**Item 3.b**

**State the estimated cost to Beech Grove to recycle and/or dispose of the 372 existing water meters that will be removed as discussed in the Qualified Provider Agreement, Section A.1.3, pages 30 and 31. State whether this cost has been included as part of this application.**

- There is no cost to the Client to recycle and/or dispose of the existing 372 water meters.

**Item 3.c**

**State whether the installation of the 6-inch ultrasonic AMI water meter and the 4-inch ultrasonic AMI water meter identified and discussed in Sections A.1.8 and A.1.9 on page 32 of the Qualified Provide Agreement requires approval by the Kentucky Division of Water. If so, state whether approval has been or will be obtained.**

- Not required since both new water meters will be Client informational only water meters. The existing 6" and 4" master water meters from service provider will remain in service in order to monitor and regulate the water provided to the Client.

**Item 4**

**Refer to the Qualified Provider Agreement, Exhibit 1-B, at pages 35 through 39.**

**Item 4.a**

**With regard to Table A appearing on pages 35 and 36, confirm that there are no Guaranteed Measured and Verified Savings through the agreement. Otherwise, state the amount of Guaranteed Measured and Verified Savings by period.**

- By statute, all savings are guaranteed. We are simply accounting for the savings by means of the International Performance Measurement and Verification Protocol (IPMVP), Option "A", Stipulation. Since we have calculated and agreed on both the energy savings and water meter accuracy/revenue enhancements there will be no measured and verified savings for this project.

**Item 4.b**

**With regard to Table A appearing on pages 35 and 36, confirm that all of the savings for the project are Stipulated Savings.**

- All of the energy savings in the contract have been calculated based on 3<sup>rd</sup> Party validation of the actual efficiencies of the existing meters. The revenue enhancements derived from the installation of new water meters with a 15-year accuracy guarantee have also been calculated. Both have been deemed as stipulated using IPMVP, Option "A", Stipulation. Water flow and usage in water systems are not a constant measurement. With addition of customers and increases or decreases in water usage the measured variable of water consumption is ever-changing. The baseline for water usage and accuracy of meter thru testing was established and used to develop this baseline. By doing so it provides a measurement that can be agreed upon as legitimate for establishing the baseline. This process is commonly used from the International Performance Measurement & Verification Protocol (IPMVP) and is utilized worldwide as the standard to establishing and verifying savings.



**Item 4.c**

**Explain how, during the construction period, Beech Grove will experience: Annual Energy Savings in the amount of \$3,000; Annual Water Meter Accuracy Savings in the amount of \$7,000; and Annualized Cost Avoidance Savings in the amount of \$1,000. Provide all supporting documentation.**

- Beech Grove will start achieving direct savings from the start of installation of the project. As each Meter is changed to the new, more accurate meters the water usage will be read correctly. This savings and the costs associated with cost associated with reading meters (Vehicle costs, Fuel, ETC), meter readers' time to read meters and Time to enter readings into the billing software were pro-rated to determine the calculations that EMCOR associated as the savings for this time period.

**Item 4.d**

**Did Beech Grove estimate a net present value amount for the Total Guaranteed Savings? If so, provide the estimate and supporting documentation. If not, explain why not.**

- The Total guaranteed savings value for the project is calculated in the savings projections spreadsheet included in the proposal provided By EMCOR Construction Services. The calculation methods were explained to Beech Grove and agreed to be in acceptable agreement. As stated in 4B these were calculated and derived using the International Performance Measurement & Verification Protocol to provide a standardized way to determine savings.

**Item 4.e**

**Section 1.2.1 states: "CLIENT and PROVIDER stipulate and agree that all of the Annual Energy and Annual Water Meter Accuracy Savings identified above in Table A shall be considered fully satisfied upon CLIENT's final acceptance of the Project. The annual water meter accuracy savings will not be measure in accordance with any of the options listed below as part of this exhibit." Does this section mean that no efforts will be made to determine whether actual energy or water meter accuracy savings result from the project? Explain why the projections should be relied upon.**

- Section 1.2.1 refers to no further physical testing of the meters will take place due to the 100% accuracy guarantee from the manufacturers. All data relating to billed and produced water will be collected and using the assumption of the 100% accuracy will be reported on an annual basis to the Water utility to determine that the Accuracy and savings are being met.

**Item 4.f**

**Section 1.2.2 states: "CLIENT and PROVIDER stipulate and agree that all of the Annual Operational Savings and Annualized Cost Avoidance Savings identified in Table A shall be considered fully satisfied upon CLIENT's final acceptance of the Project." Does this section mean that no efforts will be made to determine whether actual operational or cost avoidance savings result from the project? Explain why the projections should be relied upon.**

- Section 1.2.1 refers to no further yearly estimated Operational and Avoided costs will be performed. Like the Physical meter testing a baseline for Operational and Avoided savings have been determined using historical data and information derived from Reporting and Information provided directly from Beech Grove Water.

**Item 4.g**

**State whether Section 1.3 appearing pages 36 and 37 has any applicability to the agreement between Provider and Beech Grove in that Table A contains no amount for measured and verified savings. If so, explain how the provisions of Section 1.3 apply and describe how there can be a shortfall for this project.**

- Pages 36 and 37 are not applicable to the agreement since we are using IPMVP, Option "A", Stipulation, for this project. There will be no shortfall since the energy savings, water meter accuracy/revenue enhancement, operational savings, and avoided cost of capital savings have been calculated and previously-agreed upon as a part of this project.

**Item 5**

**Refer to Exhibit 1-B, Article 2, Section 2.3.1, page 39. State the water costs used to determine the value of the annual energy savings.**

- Water cost used to determine the value of the annual energy savings was calculated by the Provider from the Base Year information provided to the Provider from the Client. The Client's purchased water was an average for the base year of \$2.91 per thousand gallons. The Client's billed water usage for the base year of \$7.11 per thousand gallons. Therefore the calculated water cost used to determine annual energy savings was calculated at \$4.20 per thousands gallons.

**Item 6**

**Provide a narrative that identifies all changes to Beech Grove's meter reading and billing procedures and functions that will take place if the AMI system is installed. For each change, indicate whether it will result in an increase or decrease in Beech Grove's operation and maintenance expense. Provide with the identification of changes an estimate of any cost increase or cost savings for each change.**

- All Meters under proposed will be read via an Automated Meter Reading infrastructure. This will allow all data collection to be real-time and done via electronic collection system. All meters will be new meter with Guaranteed 100% accuracy by the manufacturer for 20 years. By doing this it will:
  1. Remove chance for human error in reading or registering readings (decrease in Operation expense)
  2. Remove need for Meter reader to physically drive to each meter( decrease in operation Cost)
  3. Eliminate the need for meter Re-reads (Decrease in Operation and Maintenance expense)
  4. Eliminate the need to "estimate readings" due to weather or other ( decrease in Operations)

5. Eliminate cost of fuel and vehicle involved to drive to each meter( decrease in Maintenance cost)
6. Establish a way to proactively notify users of leak issues. (Decrease Operational and Maintenance Costs)
7. Provide a detailed tracking and trending of water usage for not only District, but also each user. (Decrease to both Maintenance and Operations costs)
8. Add master meter verification meters. (Decrease in Maintenance costs)
9. EMCOR will be installing and programming all new meters. (Decrease on both Operational and Maintenance Costs).
10. Real-time leak warning, tampering, or failure alarming or for all Installed meters. (decrease in Operation and Maintenance Costs as well as water conservation and management for customers of the water system)
11. Eliminate 100% of current manual entry of data into billing system. (Decrease in Operations Expense, and human error)
12. Eliminates customer complaint issues and re-reading of meters for accuracy. (Decrease in Operations)

These are but a few positive attributes of this upgrade. Additional attributes can be provided upon request.

**Item 7**

**Refer to Exhibit 1-B, Article 3, pages 40 through 43. State whether Article 3 has any applicability to the agreement between Provider and Beech Grove in that Table A of the agreement contains no amount for measured and verified savings. If so, explain how the provisions of Article 3 apply.**

- By statute, all savings are guaranteed. We are simply using IPMVP, Option "A", Stipulation to account for the savings. All savings were calculated in advance using industry standards and engineering calculations. Further, there is a direct applicability of between Exhibit 1-B, Article 3, and Beech Grove Water even though it is measured using stipulation. Article 3 is the actual calculations showing how the figures were derived in Exhibit 1-B, "Total Annual Savings" provided for Beech Grove Water.

**Item 8**

**Refer to the application, Attachment C. Explain why Beech Grove, in its legal notice, characterized the project as a "Guaranteed Savings Contract" rather than as an "Advanced Meter Infrastructure Contract" or a "Residential and Commercial Water Meter Replacement Project," or another description that contains the word "meter." Include in the explanation an identification and discussion of each factor relied upon by Beech Grove that the notice (which does not include the term "meter" or the phrase "meter replacement project") provides reasonable notice to the public and potential bidders of the nature of the project for which proposals are requested. Include in the response the identity of the person who wrote the legal notice and made the decision to describe the project as a "Guaranteed Savings Contract."**



- The advertisement of this project was referred to as a Guaranteed Energy Savings Project during the Legal notice to allow for any prospective bidders who wished to respond to provide a make and provide detailed analysis of what they saw as the deficiencies of the water system and to provide a solution potentially not limited to just water meters. In a "Guaranteed Energy Savings" Project it allows for the prospective bidder to identify any energy conservation measures (such as new water meters and their controls infrastructure) and a savings solution to the Beech Grove Water System. Using this approach does not narrow the project or reduce the quantity of prospective bidders. Rather, it allows for other energy conservation measures and solutions to be brought forward. An example is the installation of District-owned Master Meters to verify and correlate water purchased from two different water companies. Another example would be not to limit the potential for replacement of Line or valves if prospective bidders felt this would result in a positive savings for Beech Grove Water System. These two items were not identified by the provider to include in the proposal but it was also not eliminated by wording as a Guaranteed Energy Savings Project. Beech Grove Water was provided a sample Request for Proposal at their request from EMCOR Construction Services from Previous Guaranteed Energy Savings Projects as well as a Guidelines provided by the Commonwealth of Kentucky in PDF form via the internet that discussed the bidding requirements involved with Guaranteed Energy Savings Projects involving local public agencies. Statute KRS 45A.352 (See attachments KY RFP Guidelines and KY PC Laws). The final request for Qualifications was approved to be advertised by Beech Grove Water System board.
- See attachment Labeled "Attachment #8"

**Item 9**

**Refer to the application, Attachment C. In the absence of language in the legal notice which identifies and describes the project as a meter-replacement project or an advanced meter infrastructure project, state all evidence that the proposal received represents the lowest-cost alternative for the project. Provide all supporting documentation, along with any written correspondence or communications, including electronic mail messages, with consultants, vendors, or contractors other than EMCOR Construction Services or Shambaugh & Son, LP concerning the acquisition and installation of AMI.**

- Please see attachment of an additional pricing quote obtained from a vendor not using bidding process as well as Manufacturers correspondences with other companies. These measures as well as face to face meetings with two other companies who provide services and equipment related to the issues that were identified. The consideration of going to an AMI system has been on-going for more than a year to obtain what was best for the Water system from a pricing perspective.
- See attachment Labeled "Attachment #9"



*Construction Services*

**Item 10**

**Refer to the application, Attachment C. Indicate whether Beech Grove had any discussions with EMCOR Construction Services or Shambaugh & Son, LP or their agents concerning this project prior to publication of the legal notice. If so, summarize the discussions and supply any written correspondence or communications, including electronic mail messages, in the possession of Beech Grove or its agents.**

- Beech Grove Water did have brief high level discussions with EMCOR Construction Service about how utilizing the Commonwealth of Kentucky's Guaranteed Energy Savings Legislation could assist them in Identifying and paying for deficiencies in their system on the advice of Utility Pipe Services, a Water service vendor, who regularly calls upon Beech Grove Water. At the request of Beech Grove Water, EMCOR Construction Services was contacted by the vendor and ultimately brought into a mutual meeting to explain the Process and benefits of the Guaranteed Energy Savings Statutes to the Water Manager, Sheila Murphy. The same presentation was made to the Board after Ms. Murphy felt this was something the Board may want to hear and utilize as a procurement mechanism. Included in the attachment is preliminary explanation of Energy Savings Performance Contracting, Meeting minutes related to project, and all electronic correspondence with anyone related to this project
- See attachment Labeled "Attachment #10"

**Item 11**

**Provide a copy of the Request for Proposal provided by Beech Grove to EMCOR Construction Services or Shambaugh & Son, LP.**

- This Request for Proposal provided to EMCOR Construction Services is the same proposal provided to all who requested a copy of the RFP and same as submitted in our application. The Copy for EMCOR was provided in person to Deron E. Hawkins the Business Development Representative for EMCOR Construction Services when he stopped in to request a copy after it was advertised in the local newspaper as provided in original PSC application. Included copy of Advertisement of Project Affidavit and RFP supplied to Mr. Hawkins upon his request.
- See attachment Labeled "Attachment #11"

**Item 12**

**State whether the proposal submitted by EMCOR Construction Services was the only proposal received. If there were other proposals, provide a copy of each proposal received and all documentation used in reviewing and scoring the proposals.**

- Beech Grove Water received only one response to the RPF advertised. There were two additional inquiries and parties that picked up the RFP but did not provide a Proposal. Additionally, Beech Grove inquired for pricing for similar equipment without installation services or other ancillary inclusions that were included in the EMCOR response prior to this process. The investigation of an AMI system started prior to the Guaranteed Energy Savings process.
- See attachment Labeled "Attachment #12"

**Item 13**

**Explain the effect upon Beech Grove if the "Stipulated Savings" identified in the Qualified Provider Agreement are not realized. Indicate whether Beech Grove will have any right of recourse or remedy if the Stipulated Savings are not realized.**

- The stipulated savings identified in the Qualified Provider Agreement are agreed upon savings between the Client and the Provider based on the information provided to the Provider from the Client and information gained from 3<sup>rd</sup> party water meter accuracy testing and new water meter manufacturer meter accuracy guarantees. No recourse or remedy will be granted if the agreed upon savings are not realized as part of this project. The water meter manufacturer carries a water meter accuracy guarantee in their warranty should the meters be found to be to be inefficient.

**Item 14**

**State whether Beech Grove plans to test the new meters before placing them into service. If not, state whether Beech Grove will be relying on the meter manufacturer's testing data. Provide the meter manufacturer's testing data.**

- The New meters that will be placed in service are pre-tested from the manufacturing plant and the accuracy of each meter is placed on the side of the specific meter. The range for these meters per the manufacturer are to be between 98-101% accurate. Every effort will be made to assure the meters installed will be in these ranges and as close to 100% as possible. Additional testing beyond this prior to new meters being installed would be an unnecessary cost that Beech Grove Water should not incur with the manufacturer's testing and accuracy guarantee.

**Item 15**

**If Beech Grove will be relying on the meter manufacturer's testing data, state whether it will employ any sampling plan to verify the meters' accuracy before placing them into service.**

- No sampling plan at this point in time has been established due to Manufacturer testing it to be employed by Beech Grove Water. They may elect to request EMCOR Construction Services to test 1% (4 meters) on a random sampling of the new meters tested by an independent Commonwealth approved testing company that currently does work for Beech Grove Water. Inspection Testing and Maintenance INC. P.S.C. # W1111.

**Item 16**

**Provide a detailed explanation of the cost-effectiveness and the efficiency of the project. Include a detailed description and the condition of the 372 existing meters in the system which will be disconnected and removed as part of this project. Provide their installation dates.**

- The water meters currently installed are a broad range of ages and accuracies. In the EMCOR response they provided 6 new meters at their cost, Beech Grove Water Removed 6 random meters representing a range of newest to oldest meters and a total of 1% of their install population to be tested by an independent third party testing company Inspection Testing Services INC. P.S.C. #W1111. These results were included in the EMCOR final



Construction Services

contract for reference. A complete list of every meter in the current system, condition and installation date is in attachment.

- See attachment Labeled "Attachment #16"

**Item 17**

**Refer to the Annual Reports of Beech Grove Water Association to the Public Service Commission for the Calendar Years Ended December 31, 2013 and December 31, 2014. Based on the operating revenues and expenses reported in Beech Grove's respective Annual Reports, the estimated debt-service payments would have resulted in a cash deficit \$33,552 in calendar year 2013 and \$25,650 cash deficit in calendar year 2014. Provide a detailed explanation as to how Beech Grove intends to pay the cash deficit that will be created by the proposed financing.**

	2014	2013
Total Water Operating Revenues	\$351,145	\$316,440
Less: Operating and Maintenance Expense	(323,043)	(296,240)
Net Revenues	28,102	20,200
Less: Average Annual Debt Payments	(53,752)	(53,752)
Cash Deficit	\$(25,650)	\$(33,552)

- The proposed project by the Provider to the Client creates a positive cash flow for the Client per the Qualified Provider Agreement in the amount of \$24,828.00 after the first year of this agreement. That is based on the TOTAL Annual Savings for year 1 shown in the Exhibit 1-B, Article 1.2, Table A – Guaranteed Savings Summary of \$78,580.00 minus the annual payment of \$53,752.00. That additional revenue will be available to the Client to offset current cash deficit currently realized by the Client. The Beech Grove Water System's revenues will increase by \$17,750.00 (Year 1) while their operating expenses should decrease by \$42,829.00 (Year 1) due to new meter warranties, meter-reading labor that can be used elsewhere performing other services, and other contributing factors. On the table below you will note that if the Beech Grove Water System were to have performed this Guaranteed Energy Savings Project in 2014 they would have realized a net gain of \$6,827.00 even after paying the debt payment.

### 2014 With Guaranteed Savings Project vs 2014 Without Guaranteed Savings Project

Year	2014 (With GSC Project)	2014 (Without GSC Project)
Total Water Operating Revenues	\$ 368,895.00	\$ 351,145.00
Less: Operating and Maintenance Expense	\$ (280,214.00)	\$ (323,043.00)
Net Revenues	\$ 88,681.00	\$ 28,102.00
Less: Average Annual Debt Payments	\$ 53,752.00	\$ -
Cash Surplus or (Deficit)	\$ 34,929.00	\$ 28,102.00

Beech Grove Water System, Inc. benefits from new meters and achieves enhanced revenues, energy savings, and the ability to use their employees on non-meter tasks and creates a budget surplus even after paying for the project.

#### Item 18

Beech Grove states in the application at page 3, paragraph 12(e), that the construction costs will be funded from the proceeds of a loan obtained with the assistance of D.A. Davidson & Co., Public Finance/Financial Advisors. Explain in detail the steps, if any, that were taken by Beech Grove to obtain alternative financing (i.e., Kentucky Rural Water Financing Corporation, Kentucky Infrastructure Authority, and United States Department of Agriculture Rural Development) to fund the proposed project.

- "D.A. Davidson & Co. specializes in structuring and underwriting municipal bond financing for a variety of public and private entities, from securing funding of energy efficiency improvements to structuring multi-million dollar projects financings for professional athletic facilities. In 2013, D.A. Davidson ranked fourth nationally in the number of negotiated issues underwritten. Beech Grove Water System, Inc. has retained the services of D.A. Davidson Co. to assist with the placement of the financing associated with the Company's "Waterworks System Improvement Project." D.A. Davidson & Company has had preliminary conversations with various entities, including but not limited to, Kentucky Rural Water Financing Corporation. At the time of the submittal Kentucky Rural Water Financing Corporation was willing to present a letter of intent to finance said project subject to certain stipulations. The interest rate present is a preliminary taxable interest rate based upon the



Construction Services

then market conditions. Beech Grove and D.A. Davidson will continue to pursue avenues in order to secure the most favorable interest rate based upon the then market conditions at the time of the issuance.

**Item 19**

**Refer to the application, Exhibit F. The interest rate on the attached debt service schedule is listed as 6.25 percent per annum over a loan period of 15 years. Explain the steps, if any, that were taken by Beech Grove to obtain a lower interest rate, or finance the debt over a period longer than 15 years.**

- Due to the length of approval process and the ever changing rates in the lending market all financial lending institutions solicited by D.A. Davidson on behalf of Beech Grove including Kentucky Rural Water Financing Corporation were only willing to present a not to exceed rate. The interest rate present is a preliminary taxable interest rate based upon the then market conditions of mid-April 2015. This rate is higher than anticipated for final rate. Because of the ever changing financial market all lenders expressed the willingness to "lock in" a final interest rate at the time of PSC approval. As previously stated, D.A. Davidson and Beech Grove will continue to pursue all avenues in order to secure the most favorable interest rate based upon the then market conditions at the time of the issuance.

For this response Beech Grove Water was assisted to prepare the technical information with the assistance of two representatives of EMCOR Construction Services. We have included their contact information below for to facilitate further questions should they arise.

Deron E. Hawkins

5411 St. Rd. 261 Box877

Newburgh, IN 47630

812-455-9158

[dhawkins@shambaugh.com](mailto:dhawkins@shambaugh.com)

Ron Cassidy

5411 St. Rd 261 Box877

Newburgh, IN 47630

812-437-3712

[RCassidy@shambaugh.com](mailto:RCassidy@shambaugh.com)

END---



Shambaugh & Son, L.P.  
7525 DiSalle Boulevard  
Fort Wayne, IN 46825  
260.487.7900 • Fax: 260.489.2119  
www.shambaugh.com

April 9, 2013

Mr. Kim Cronk  
Henry County  
101 South Main Street  
New Castle, IN 47362

RE: Guaranteed Savings Contract Warranty

Commissioner Cronk,

EMCOR Construction Services is pleased to have successfully completed the Guaranteed Energy Savings project for Henry County. Please find below a table displaying the warranty coverage for the GESC project. The dates are staggered to reflect the respective completion dates of the individual parts of the project.

Henry County GSC Warranty		
Description	Warranty Starts	Warranty Ends
Courthouse Roofing Installation	June 30, 2012	June 29, 2013**
Court House Sidewalks	October 2, 2012	October 1, 2013
Courthouse Steam Boiler	October 19, 2012	October 18, 2013
Justice Center Boilers	January 18, 2013	January 17, 2014
Justice Center Security	March 27, 2013	March 26, 2014
Justice Center Controls	March 27, 2013	March 26, 2014
Justice Center Chiller	April 30, 2013	April 29, 2014

\*\* The roofing manufacturer's warranty extends beyond this date. Please reference the manufacturer's roofing warranty information for coverage details.

Kevin Livingston, EMCOR's Construction Manager, will oversee the completion of your project's warranty period. Kevin may be reached by cell phone at 260-740-6406 or via email at [klivingston@shambaugh.com](mailto:klivingston@shambaugh.com).

EMCOR's warranty covers the repair or replacement of defective workmanship or materials during the stated warranty period. The equipment installed does require periodic maintenance to maintain optimum efficiencies. However, normal maintenance or replacement of consumable materials, such as: belts, grease, filters, etc., are not considered warranty. Our Service Department would be happy to assist you with these maintenance requirements.



Shambaugh & Son, L.P.  
7525 DiSalle Boulevard  
Fort Wayne, IN 46825  
260.487.7900 • Fax: 260.489.2119  
[www.shambaugh.com](http://www.shambaugh.com)

Our Indianapolis Havel branch will provide the warranty service coverage for Henry County as well as any other maintenance needs you may have. In the event you should require service outside of the GSC contract, please direct your questions and correspondence to our Indianapolis Service Department Dispatcher at (317) 872-4242 Ext. 4016 or 1-888-595-7782.

Thank you for the privilege of working with you and Henry County on this project. We look forward to servicing your needs in the future.

If we may be of further assistance, please do not hesitate to call.

Sincerely,

*Kevin M. Livingston*

Kevin M. Livingston  
Construction Manager  
**EMCOR Construction Services**

cc: Greg Messer, Service Manager



**Zenner Performance Meters, Inc.**  
**Warranty for Multi-jet and Positive Displacement Water Meters**

This warranty shall apply to ZENNER PERFORMANCE Multi-Jet and Positive Displacement Water Meters models PM, PME, PMN & PPD (collectively the "Water Meters") used to measure potable water and the registers.

This warranty shall be effective for all Water Meters shipped on or after November 1, 2011. This warranty is only extended to municipalities, utilities, other commercial users and ZENNER PERFORMANCE Meter, Inc. ("ZENNER PERFORMANCE") distributors, hereinafter referred to as "Customers".

**Materials and Workmanship**

ZENNER PERFORMANCE warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

**Non-Remote Register**

Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

**ETR Encoders Supplied with the Water Meters Described Herein**

Ten (10) years from date of installation or ten (10) years and six (6) months from date of shipment

**AWWA Meter Accuracy**

ZENNER PERFORMANCE warrants that in normal, potable water systems, its Water Meters will meet or exceed AWWA new meter accuracy standards for within the following timeframes:

- 5/8" Fifteen (15) years from date of sale or 1,500,000 gallons, whichever occurs first;
- 3/4" Fifteen (15) years from date of sale or 2,250,000 gallons, whichever occurs first;
- 1" Fifteen (15) years from date of sale or 3,000,000 gallons, whichever occurs first;
- 1-1/2" Ten (10) years from the date of sale or 6,000,000 gallons, whichever occurs first;
- 2" Ten (10) years from the date of sale or 8,000,000 gallons, whichever occurs first.

**Water Meter or Component Returns**

ZENNER PERFORMANCE's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at ZENNER PERFORMANCE's option, upon the Customer's return of the meter and the components thereto. The Customer must ship the meter and components thereto prepaid F.O.B. to the service center designated by ZENNER PERFORMANCE. The Customer is responsible for all direct and indirect costs associated with removing the meter and the components thereto and reinstalling the repaired or replacement meter or components. The replaced meter and components thereto become the property of ZENNER PERFORMANCE.

**Liability Limits**

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than ZENNER PERFORMANCE. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with ZENNER PERFORMANCE's instructions. This warranty shall not apply to any meter or component damaged by, or subject to, conditions which in ZENNER PERFORMANCE's opinion have caused an adverse effect upon the meter's or component's ability to perform, including but not limited to: improper or unauthorized installation, service, or modifications, excessive operating conditions, vandalism, acts of God or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. Any advertisements or suggestions made by ZENNER PERFORMANCE or ZENNER PERFORMANCE's agents relating to use, application, or suitability of the Water Meters or Components thereto shall not be construed as an express warranty unless confirmed in writing by ZENNER PERFORMANCE. Exclusion of Consequential Damages and Disclaimer of Other Liability.

ZENNER PERFORMANCE's liability shall in no event exceed the contract price. ZENNER PERFORMANCE shall not be subject to and disclaims: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY SERVICES RENDERED BY ZENNER PERFORMANCE, OR ANY UNDERTAKINGS, ACTS, OR OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Due to continuous research, evolving technology, updates and improvements, ZENNER PERFORMANCE reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.

## **Zenner Performance Meters, Inc.**

### **Warranty for Bronze and Cast Iron Turbine Water Meters**

This warranty shall apply to Performance Bronze and Cast Iron Turbine Water Meters, models PMT and PMTB (collectively the "Water Meters") used to measure potable water and the registers, generators and ERT encoders (collectively the "Components") used with these Water Meters. This warranty shall be effective for all Water Meters shipped on or after January 1, 2008. This warranty is extended only to municipalities, utilities, other commercial users and Zenner Performance Meters, Inc. ("Zenner Performance") distributors, hereinafter referred to as "Customers".

#### **Materials and Workmanship**

When used in normal potable systems and installed with an appropriate strainer on the inlet side of the meter. Zenner Performance warrants its Water Meters and Components thereto free from defects in materials and workmanship, occurring within the earlier of the following time periods:

#### **Non-Remote Register**

Twenty-five (25) years from date of installation or twenty-five (25) years and six (6) months from date of shipment.

#### **ETR® Encoders Supplied with the Water Meters Described Herein**

Ten (10) years from date of installation or ten (10) years and six (6) months from shipment.

#### **AWWA Meter Accuracy**

Zenner Performance 1-1/2" to 8" bronze body and 2" to 20" cast iron turbine Water Meters are warranted to meet or exceed AWWA new meter accuracy standards and to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment.

#### **Water Meter or Component Returns**

Zenner Performance's liability hereunder is expressly limited to the repair or replacement of the Water Meter or Components thereto at Zenner Performance's option, upon the Customer's return of the meter and the components thereto. The Customer must ship the meter and components thereto prepaid F.O.B. to the service center designated by Zenner Performance. The Customer is responsible for all direct and indirect costs associated with removing the meter and the components thereto and reinstalling the repaired or replacement meter or components. The replaced meter and components thereto become the property of Zenner Performance.

#### **Liability Limits**

This warranty shall be null and void if the Water Meter or Components are repaired or altered by any party other than Zenner Performance. This warranty is applicable only to the extent that the Water Meter and the Components are installed, serviced and operated in accordance with Zenner Performance's instructions. This warranty shall not apply to any meter or component damaged by, or subject to, conditions which in Zenner Performance's opinion have caused an adverse effect upon the meter's or component's ability to perform, including but not limited to: improper or unauthorized installation, service, or modifications, excessive operating conditions, vandalism, acts of God or any cause other than inherent manufacturing defects in the Water Meter or Components thereto.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** Any advertisements or suggestions made by Zenner Performance or Zenner Performance's agents relating to use, application, or suitability of the Water Meters or Components thereto shall not be construed as an express warranty unless confirmed in writing by Zenner Performance.

**Exclusion of Consequential Damages and Disclaimer of Other Liability.** Zenner Performance's liability shall in no event exceed the contract price. Zenner Performance shall not be subject to and disclaims: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY SERVICES RENDERED BY ZENNER PERFORMANCE, OR ANY UNDERTAKINGS, ACTS, OR OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

*Due to continuous research, evolving technology, updates and improvements, Zenner reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.*

**Zenner Performance Meters, Inc.**  
**Warranty for NetRadio ETRX Meter Transceiver Units**

This warranty shall be effective for any ETRX transceiver shipped on or after January 1, 2008. This warranty is only extended to municipalities, utilities, other commercial users and Zenner Performance Meters, Inc. ("Zenner Performance") distributors, hereinafter referred to as "Customers".

**Materials and Workmanship**

Zenner Performance warrants its ETRX transceiver to be free from defects in materials and workmanship occurring within the earlier of either: Twenty (20) years from the date of installation; or, twenty (20) years six (6) months from the date of shipment from Zenner Performance. Specifically, Zenner Performance will repair or replace, at Zenner Performance's discretion, a non-performing ETRX free of charge during the first ten (10) years of the warranty. Thereafter, Zenner Performance will apply pro-rated price discounts during the last ten (10) years of the warranty. Zenner Performance will apply these pro-rated price discounts to the ETRX list prices in effect at the time of the return of the ETRX in accordance with the following discount schedule: Years 11 through 13 -- 75% discount; Years 14 through 16--50% discount; Years 17 through 18--30%; Years 19 through 20--15%.

**Transceiver Returns**

Zenner Performance's liability hereunder is expressly limited to the repair or replacement of the ETRX transceiver at Zenner Performance's option, upon the Customer's return of the ETRX. The Customer must ship the transceiver prepaid F.O.B. to the service center designated by Zenner Performance. The Customer is responsible for all direct and indirect costs associated with removing the ETRX and reinstalling the repaired or replacement ETRX. The replaced ETRX becomes the property of Zenner Performance.

**Liability Limits**

This warranty shall be null and void if the ETRX transceiver is repaired or altered by any party other than Zenner Performance. This warranty is applicable only to the extent that the ETRX is installed, serviced and operated in accordance with Zenner Performance's instructions. This warranty shall not apply to any ETRX damaged by, or subject to, conditions which in Zenner Performance's opinion have had an adverse effect upon the ETRX's ability to perform, including but not limited to: improper or unauthorized installation, service, or modifications, excessive operating conditions, vandalism, acts of God or any cause other than inherent manufacturing defects in the ETRX or any component thereof.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.** Any advertisements or suggestions made by Zenner Performance or Zenner Performance's agents relating to use, application, or suitability of the ETRX transceiver shall not be construed as an express warranty unless confirmed in writing by Zenner Performance.

**Exclusion of Consequential Damages and Disclaimer of Other Liability.** Zenner Performance's liability shall in no event exceed the contract price. Zenner Performance shall not be subject to and disclaims: (1) **ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY,** (2) **ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY ZENNER PERFORMANCE,** OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) **ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.**

*Due to continuous research, evolving technology, updates and improvements, Zenner Performance reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists.*

**45A.352 Guaranteed energy savings contracts involving local public agencies.**

- (1) A local public agency may enter into a guaranteed energy savings contract for innovative solutions for energy conservation measures. The local public agency shall submit a request for proposals. The request for proposals for competitive procurement of guaranteed energy savings contracts shall include the following:
  - (a) The name and address of the governmental unit;
  - (b) The name, address, title, and phone number of a contact person;
  - (c) Notice indicating that the local public agency is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract;
  - (d) The following evaluation criteria for assessing the proposals:
    1. Construction management capabilities;
    2. Technical approach to facilities included;
    3. Financial attributes, as defined by total cost of contract and guaranteed savings and provider's financial strength demonstrating ability to fulfill the guarantee term; and
    4. Provider's capability, personnel, track record, and demonstrated ability to accomplish the contract;
  - (e) The date, time, and place where proposals must be received;
  - (f) Any other stipulations and clarifications the local public agency may require; and
  - (g) An overview prepared by the local public agency stating goals or objectives specific to facility needs to be considered by the qualified providers who are responding to the request. Detailed scope of construction is not required.
- (2) Respondents to the request for proposal shall provide the following:
  - (a) A detailed list of the proposed energy conservation measures and the guaranteed savings which shall be supported with calculations. Any guaranteed energy and operational savings shall be determined by using one of the measurement and verification methodologies listed in the United States Department of Energy's "Measurement and Verification Guideline for Federal Energy Projects" or in the "North American Energy Measurement and Verification Protocol." If due to existing data limitations or the nonconformance of specific project characteristics, none of the methods listed in either the United States Department of Energy's "Measurement and Verification Guideline for Federal Energy Projects" or in the "North American Energy Measurement and Verification Protocol" is sufficient for measuring guaranteed savings, the qualified provider shall develop an alternate method that is compatible with one (1) of the two (2);
  - (b) The estimated cost of the proposed energy conservation measures including engineering, construction, commissioning, measurement and verification, annual reconciliation statements, and required on-going services; and

(c) Proposed method and costs of financing.

- (3) The value for total cost of the contract minus the calculated savings from the energy conservation measures listed in the qualified provider's proposal, shall be within fifteen percent (15%) of the value for the total cost of the contract minus the calculated savings after the final contract has been negotiated. If the difference between the proposed and the final contract is not within fifteen percent (15%) and the local public agency and the qualified provider are unable to renegotiate the final contract to reconcile the difference between the proposed and final contract values, then the local public agency may:
  - (a) Stop negotiations with the current qualified provider; and
  - (b) Select an alternate provider.
- (4) The local public agency may, as a component of the request for proposal, solicit and negotiate additional maintenance services for the affected proposed energy conservation measures. Additional services shall be subject to budget appropriations on an annual basis and may be discontinued at any time over the guarantee period with no negative impact to the guaranteed savings contract.
- (5) The local public agency shall utilize the request for proposal process to enter into a guaranteed energy savings contract. The local public agency may, at its discretion, utilize a request for qualifications, provided that the local public agency solicits qualification statements from multiple potentially qualified providers. The local public agency shall use the qualification statements to select no fewer than two (2) providers and each provider shall then be subject to the request-for-proposal requirement provided in subsections (1) to (4) of this section.
- (6) The local public agency shall select the provider best qualified to meet its needs. The local public agency shall provide public notice of the meeting at which it proposes to award a guaranteed energy savings contract, the name of the parties to the proposed contract, and the purpose of the contract. The public notice shall be made at least ten (10) days prior to the meeting. After reviewing the proposals, a local public agency may enter into a guaranteed energy savings contract with a qualified provider if it finds that the amount it would spend on the energy conservation measures recommended in the proposal would not exceed the amount to be saved in either energy or operational costs plus capital cost avoidance within the term of the contract from the date of installation, if the recommendations in the proposal are followed.
- (7) The guaranteed energy savings contract shall include a written guarantee of the qualified provider that either the energy or operational costs savings plus capital cost avoidance will meet or exceed the costs of the energy conservation measures within the term of the contract. The qualified provider shall, on an annual basis, reimburse the local public agency for any shortfall in guaranteed energy savings projected in the contract. A qualified provider shall provide a sufficient bond to the local public agency for the installation and the faithful performance of all the measures included in the contract. The guaranteed energy savings contract may provide for payments over a period of time, not to exceed the term of the contract.

- (8) The qualified provider shall provide the local public agency with an annual reconciliation statement. The statement shall disclose any shortfalls or surplus between guaranteed energy and operational savings specified in the guaranteed energy savings contract and actual energy and operational savings incurred during a given guarantee year. The guarantee year shall consist of a twelve (12) month term commencing from the time that the energy conservation measures became fully operational. The qualified provider shall pay the local public agency any short fall in the guaranteed energy and operation savings within thirty (30) days after the total year savings have been determined. If there is a surplus in the actual guaranteed energy and operational savings in a given year, that surplus savings may be carried forward and applied against any possible savings shortfall in the following guarantee year, except that the surplus carried forward is limited to a period not to exceed one (1) year. If the qualified provider pays the local public agency for a short fall in energy or operational savings incurred during a given guarantee year and there is a surplus in energy or operational savings in future guarantee years, the qualified provider shall bill the local public agency for an amount not to exceed the amount of the short fall in the given guarantee year.
- (9) The use of capital cost avoidance shall be subject to the following restrictions:
- (a) The amount expended shall not exceed fifty percent (50%) of the project cost; and
  - (b) Capital cost avoidance shall be restricted to payment for permanent equipment replacement as follows:
    - 1. Storm windows or doors, multiglazed windows or doors, additional glazing, and reduction in glass area;
    - 2. Replacement of heating, ventilating, or air conditioning major components or systems;
    - 3. New lighting fixtures where required to achieve Illuminating Engineering Society of North America (IES) standards, provided the existing light fixtures shall have been determined to be obsolete and incapable of achieving IES standards; and
    - 4. Life safety system replacements or upgrades which shall have been determined to be necessary to conform with existing state and local codes and standards.
- (10) The commissioner of education shall review, and approve or disapprove projects from local school districts relating to energy conservation measures under a guaranteed energy savings contract, on the basis of the following guidelines:
- (a) The project design's compliance with technical, health, and safety standards as required by administrative regulation;
  - (b) The availability of general funds, capital outlay allotments under KRS 157.420 or local and state funds from the Facilities Support Program of Kentucky as provided by KRS 157.440, for projects that will use capital cost avoidance;
  - (c) The appropriate use of capital outlay allotments under KRS 157.420, local and state funds from the Facilities Support Program of Kentucky as

provided by KRS 157.440, for projects using capital cost avoidance, based on the project's compliance with the district's approved facility plan;

- (d) The funding capability of the school district; and
  - (e) The financing mechanism and proper financing documentation.
- (11) The request for proposal as provided in subsections (1) to (4) of this section shall be deemed to satisfy the requirements set out in KRS 162.070, and shall not be subject to an award determination based on the lowest competitive bid or a separate bidding process for each energy conservation measure listed in the proposal.
- (12) A guaranteed energy savings contract that does not involve construction or the installation of physical improvements shall not require the approval of the commissioner of education and shall not be subject to other requirements of this section.

**Effective:** June 26, 2007

**History:** Amended 2007 Ky. Acts ch. 122, sec. 3, effective June 26, 2007. -- Amended 1998 Ky. Acts ch. 375, sec. 3, effective July 15, 1998. -- Created 1996 Ky. Acts ch. 203, sec. 3, effective July 15, 1996.

**Legislative Research Commission Note (6/26/2007).** A manifest clerical or typographical error in this section has been corrected by the Reviser of Statutes under the authority of KRS 7.136.



# Energy Savings Performance Contracting Fact Sheet

## Overview

Energy Savings Performance Contracting (ESPC) is a viable way for governments to save energy and money by securing private sector expertise and financing of energy-efficiency improvement projects through the savings these projects are guaranteed to produce. Performance Contracting allows institutions to

- make building improvements when capital dollars are not available;
- update aging equipment with newer, more efficient products;
- reduce energy costs without sacrificing service;
- reduce maintenance costs.

The Kentucky General Assembly has enacted three bills, HB-639 (1998), HB-264 (1996), and SB-157 (1996), which establish the basis for energy efficiency in state and local government buildings. These bills authorize guaranteed energy savings performance contracting, which can include private sector financing to fund these projects. The purpose of this fact sheet is to communicate key legislative requirements for Energy Savings Performance Contracts (ESPCs) in Kentucky, and to note the steps needed in making ESPCs work to the advantage of all affected parties. This fact sheet does not convey fully every detail of the statutes and policies that may apply.

**Guaranteed energy savings performance contract** means a contract for evaluating and recommending energy conservation measures and for implementing one or more of those measures. The contract shall provide that all payments, except obligations on termination of the contract before its expiration, are to be made over time and the savings are guaranteed to the extent necessary to make payments for the cost of the design, installation, and maintenance of energy conservation measures.

## I. Background

### A. History of Legislation Enacted

- The legislation is permissive in that ESPCs are not mandated, but when they are used, the provisions of the legislation must be followed. The legislation is intended to provide a mechanism through ESPCs to assist government agencies in making buildings more energy-efficient.

- The 1996 legislation (HB-264) provided for the use of ESPCs as a private sector financing mechanism. ESPCs require that qualified providers (Energy Service Companies, ESCOs) guarantee that the savings realized will pay for energy improvements.
- HB-639, enacted in 1998, stipulates requirements for local governments that had been previously specified by regulations under the 1996 legislation and expands on these regulations.

## **B. 1996 Legislation**

### **HB-264 (KRS 56.770 – 56.784)**

- Authorizes the energy efficiency program for state and local government buildings.
- Authorizes the use of guaranteed energy savings performance contracts by state government.

### **SB-157 (KRS 45A.345 - 45A.460)**

- Authorizes the use of guaranteed energy savings performance contracts by units of local government.
- Requires regulations to be promulgated by the Department of Education for school districts and the Department for Local Government for cities, counties, and other units of local government. The regulations specify requirements that must be met to use ESPCs. (702 KAR 4:150 for schools and 109 KAR 7:020 for local government).
- *Note: HB-639 modifies by statute several aspects of the regulations promulgated under the 1996 statutes.*

### **HB-655 (KRS 58.600 – 58.615)**

- Authorizes energy conservation revenue bonds for units of local governments.
- *Note: HB-639 restricts the use of these bonds to ESPCs.*

## **C. 1998 Legislation**

### **HB-639 (See Table 1, Relevant State Statutes)**

- Affects both state and local governments and ESCOs (private sector vendors) in the use of ESPCs.
- Specifies, by statute, requirements for local governments in the use of ESPCs.
- These requirements do not apply to state government, but do provide guidelines that could be adopted as policy for state government.  
Amends and expands 1996 statutes as noted below and in sections II, III, and IV.
- Establishes procedures and requirements for local government and ESCOs.  
*Note: Policies affecting state government (except the University of Louisville,*

*University of Kentucky, and Murray State University) will be issued by the Department for Facilities Management, Finance and Administration Cabinet.*

- - Provides a more specific definition of a "qualified provider" and further details evaluation criteria, including construction management, technical capability, and financial condition.
- Expands the use of several capital funds for ESPCs in state and local governments.

## **II. Impact of the legislation on State Government**

- Authorizes a program for achieving energy cost savings in state government buildings through ESPCs.
- Exempts state agencies from the model procurement code requirement that each building modification be procured by sealed bid. Competitive bidding is accomplished instead in the vendor selection process. This allows turnkey projects submitted by ESCOs to be considered.
- Allows the Finance and Administration Cabinet to recoup from energy savings the administrative expenses in processing ESPCs. Allows remaining dollar savings to be deposited in the state agency's account as an incentive for taking action to save energy costs.
- Allows an exception for state agencies to initiate energy-saving projects not included in the agency-enacted budget if projects have a five-year or less simple payback period.

*Note: Projects that are \$400,000 or less can be implemented under older statutes.*

- Anticipates that the Department for Facilities Management will issue guidelines/regulations for executing ESPCs. Guidelines may include:
  - Establishment of the Department for Facilities Management as the central agency for negotiating ESPCs for most state agencies.
  - A request for qualifications/request for proposal (RFQ/RFP) process for implementing ESPCs.
  - A requirement that financing of projects be included by ESCOs in the ESPC.
  - A process for state agencies with responsibilities for building operations to initiate ESPCs.

– A process that allows state-supported universities to negotiate ESPCs costing \$400,000 or less independently of the Department for Facilities Management if written permission is granted (University of Kentucky and University of Louisville do not need written permission).

- Other requirements specified by statutes for local governments (*see section III*).

### **III. Impact of the Legislation on Local Governments**

Entities affected include city, charter county, urban county, school districts, special districts, or agency funded by a combination of these agencies under KRS Chapter 79. The legislation

- Authorizes a program for achieving energy cost savings in local government buildings through ESPCs.

#### **A. Statutory requirements/procedures for ESPC:**

- Requires **school districts** to adhere to the approval process (policies/regulations) for ESPCs established by the Department of Education.

*Note: Chief state school officer must approve or disapprove ESPCs for local school districts (see "Guidelines," on page 3).*

- Requires **local governments** (except school districts) to adhere to the approval process (policies/regulations) established by the Department for Local Government.
- Requires an RFP or an optional RFQ/RFP process.

– The final contract negotiated must be within 15 percent of the ESCO's preliminary proposal estimate; if negotiations cannot reconcile the difference then the local public agency may select an alternate provider.

– The RFP process satisfies the requirements in KRS 162.070 for low bid and shall not be subject to an award determination based on the lowest competitive bid or a separate bidding process for each energy conservation measure (ECM) listed in the proposal.

– Local governments may, as a component of the request for proposals, solicit and negotiate additional maintenance services for the proposed energy conservation measures.

- Requires a local public agency to include a project overview stating goals and objectives specific to facility needs in its RFQ or RFP. If the RFQ/RFP approach is used, the local public agency must solicit qualification statements from multiple potential qualified providers. At least two (2) providers are to be selected and each provider then is subject to the RFP requirements (See Section IV).
- Exempts ESPCs from current and future debt limitations except that **capital cost avoidance** shall be limited to current and future debt limitations.
- Stipulates and modifies by statute many of the requirements previously specified by regulations promulgated by the Department of Education and the Department for Local Government.

#### **B. Financing Options for ESPCs**

- Permits use of several capital funds for ESPCs by school districts as follows:
  - General fund
  - Capital outlay allotment
  - State and local funds from Facilities Support Program
  - The levy equivalent tax rate of five cents (\$0.05) and equalization funds for energy conservation measures (other requirements for levying this tax rate must be met).
- Permits a local public agency to finance the installation of energy conservation measures (ECMs) through a lease-purchase agreement, bonds, or whatever brings the most economical value to the local public agency subject to compliance with all other laws regarding approval of plans for additions, alterations, or renovation of buildings.
- Requires that when energy conservation revenue bonds are used, the total cost of ECMs must not exceed the cost of the energy savings plus the operational cost plus the capital cost avoidance.
- Restricts the use of energy conservation revenue bonds to ESPCs.
- Requires the term of energy conservation revenue bonds to run conterminous with the term of the ESPC.
- Authorizes the use of **capital cost avoidance** by a local public agency with certain restrictions.

#### **Chief State School Officer Guidelines for Approval/Disapproval of ESPC**

- The project design's compliance with technical, health, and safety standards as required by administrative regulation;
- The availability of general funds, capital outlay allotments under Section 9 of this Act or local and state funds from the Facilities Support Program of Kentucky as provided by Section 10 of this Act, for projects that will use capital cost avoidance;
- The appropriate use of capital outlay allotments under Section 9 of this Act, local and state funds from the Facilities Support Program of Kentucky as provided by Section 10 of this Act, for projects using capital cost avoidance, based on the project's compliance with the district's approved facility plan;
- The funding capability of the school district; and
- The financing mechanism and proper financing documentation.

#### **Local Government Requirements for RFP**

##### **The Request for Proposal shall include**

- The name and address of the governmental unit;
- The name, address, title, and phone number of a contact person;
- Notice indicating that the local public agency is requesting qualified providers to propose energy conservation measures through a guaranteed energy savings contract;
- The date, time, and place where proposals must be received;
- Any other stipulations and clarifications the local public agency may require; and
- An overview prepared by the local public agency stating goals/objectives specific to facility needs to be considered by the qualified providers who are responding to the request. Detailed scope of construction is not required.

##### **Evaluation criteria for assessing proposals**

- Construction management capabilities;
- Technical approach to facilities included;
- Financial attributes, as defined by total cost of contract and guaranteed savings and provider's financial strength demonstrating ability to fulfill the guarantee term; and

- o Provider's capability, personnel, track record, and demonstrated ability to accomplish the contract.

**"Capital cost avoidance"** means money expended by a local public agency to pay for an energy conservation measure identified as a permanent equipment replacement and whose cost has been discounted by any additional energy and operation savings generated from other energy conservation measures identified in the guaranteed energy savings contract; except that for school districts capital cost avoidance shall also mean moneys expended by the district from one or more of the following sources:

- a) General fund;
- b) Capital outlay allotment under Section 9 of this Act; and
- c) State and local funds from the Facilities Support Program of Kentucky under Section 10 of this Act.

#### **IV. Impact of the Legislation on Energy Service Companies**

Energy Service Companies (ESCOs) are "qualified providers" or vendors that negotiate and provide services under ESPCs. ESCOs are required to provide local public agencies:

- The following information regarding a proposed ESPC:
  - Project design and specifications;
  - Construction management;
  - Construction;
  - Commissioning;
  - Ongoing services as required;
  - Measurement and verification of savings for guaranteed energy savings contracts; and
  - Annual reconciliation statements (see next column).
- The following in response to an RFP:
  - A detailed list of the proposed energy conservation measures and the guaranteed savings which shall be supported with calculations. Any guaranteed energy and operational savings shall be determined by using one of the measurement and verification methodologies listed in the U.S. Department of Energy's "Measurement and Verification Guideline for Federal Energy Projects" or in the "North American Energy Measurement and Verification Protocol." If due to existing data limitations or the nonconformance of specific project characteristics, none of the methods listed in either of these documents is

sufficient for measuring guaranteed savings, the qualified provider shall develop an alternate method that is compatible with one of the two.

- The estimated cost of the proposed energy conservation measures including engineering, construction, commissioning, measurement and verification, annual reconciliation statements, and required ongoing services; and

- The proposed method and cost of financing.

- **An annual reconciliation statement** with the following stipulations:

- The statement shall disclose any shortfalls or surplus between guaranteed energy and operational savings specified in the guaranteed energy savings contract and actual energy and operational savings incurred during a given guarantee year. The guarantee year shall consist of a twelve-month term commencing from the time that the energy conservation measures became fully operational.

- The qualified provider shall pay the local public agency any shortfall in the guaranteed energy and operational savings within thirty days after the total year savings have been determined.

- If there is a surplus in the actual guaranteed energy and operational savings in a given year, that surplus savings may be carried forward and applied against any possible savings shortfall in the following guarantee year, except that the surplus carried forward is limited to a period not to exceed one year.

- If the qualified provider pays the local public agency for a shortfall in energy or operational savings incurred during a given guarantee year and there is a surplus in energy or operational savings in future guarantee years, the qualified provider shall bill the local public agency for an amount not to exceed the amount of the shortfall in the given guarantee year.

#### **15% Provision for ESCO's Final Estimate**

The value for total cost of the contract minus the calculated savings from the energy conservation measures listed in the qualified provider's proposal, shall be within fifteen percent of the value for the total cost of the contract minus the calculated savings after the final contract has been negotiated. If the difference between the proposed and the final contract is not within fifteen percent and the local public agency and the qualified provider are unable to renegotiate the final contract to reconcile the difference between the proposed and final contract values, then the local public agency may: (a) stop negotiations with the current qualified provider; and (b) select an alternate provider. The local public agency may, as a component of the request for proposal, solicit and negotiate additional maintenance services for the affected proposed energy conservation measures.



## **V. State Government Agencies:**

### **Roles & Responsibilities**

#### **A. State Government Buildings**

Department for Facilities Management, Finance and Administration Cabinet

- Establish guidelines (regulations/procedures) for initiating and negotiating ESPCs for state government buildings that will include requirements for:
  - Financing the project as part of the ESCO turnkey package.
  - Selecting vendors through a RFQ/RFP process (similar to statutory requirements for local government-- see section III).
  - Negotiating ESPCs with ESCOs for state projects.
  - Establishing other procedures that likely will be similar to the statutory requirements for local governments (see section III).

*See the diagram on page 6, Process for Implementing a Successful ESPC.*

#### **Kentucky Office of Energy Policy**

- Promote ESPCs – workshops, training, etc.
- Provide technical assistance to state and local governments, including help in negotiating ESPCs.

#### **Other State Agencies**

Other state agencies are those with direct building management responsibilities, including state-supported universities except for the University of Kentucky, the University of Louisville, and Murray State University. These three universities can initiate and negotiate ESPCs without the Department for Facilities Management's approval.

- Initiate ESPCs for consideration by Department for Facilities Management. Universities with a project costing \$400,000 or less may initiate and negotiate an ESPC with prior written permission from the Department for Facilities Management.

## **B. Local Government Buildings**

### **Department of Education, Division of Facilities Management**

- Implement approval process for initiated projects by **school districts**.

### **Department for Local Government**

- Implement approval process for initiated projects by units of **local government** other than school districts.

## **Agency Walk-Through Energy Audits**

As part of the Energy Efficiency Program in Government Buildings, the Department for Facilities Management has asked the Kentucky Division of Energy to be the lead agency in state government for implementing low-cost/no-cost measures in government buildings. Through this program, maintenance and operational personnel will be trained to conduct walk-through energy audits which will identify both low-cost/no-cost measures and higher cost building improvements that may be implemented. This work can lead to a request for an ESPC project by a state agency.

## **Decision Making Process for Energy Savings Performance Contracting**

**Step 1.** State agency initiates project proposal

(Projects may be identified through low-cost/no-cost program or ESCO contact)

**Step 2.** Department for Facilities Management initiates RFQ/RFP process

(ESCOs conduct preliminary energy audit)

**Step 3.** Department for Facilities Management selects ESCO for project implementation

(ESCO conducts detailed energy audit)

**Step 4.** Department for Facilities Management negotiates ESPC with ESCO

(ESCO works with state agency to implement project)

## **Relevant State Statutes**

### **State Government**

KRS 45.760 (14) - Allows the implementation of energy conservation projects with an aggregate simple payback period of five years or less that have not been included in an agency-enacted budget.

KRS 56.770 - Provides definitions for KRS 56.770 – 56.784.

KRS 56.774(2) - Allows competitive bidding requirements to be accomplished through the RFP process. Requires energy analyses to be performed by qualified engineers, architects, or others trained in energy efficiency.

KRS 56.774(5) - Allows the use of guaranteed ESPCs in state-owned buildings that have reasonable economic benefit to the commonwealth. Allows Finance and Administration Cabinet to be reimbursed for its expenses from energy cost savings after the cost of the project is recovered, with remaining funds going to the affected state agency account.

KRS 56.784 - Gives authority for Finance and Administration Cabinet to issue regulations.

### **Local Government**

KRS 45A.345 - Provides definitions for KRS 45A.343 – 45.460.

KRS 45A.352 - Allows a local public agency to use guaranteed energy savings contracts, specifies information requirements, project evaluation criteria, and respondent (ESCOs) requirements.

KRS 45A.353 - Provides guidelines for chief state school officer to evaluate projects. Specifies financing options and the use of capital cost avoidance. Provides exemption from current and future debt limitations except that capital cost avoidance shall not be exempt from current and future debt limitations.

KRS 58.600 - Provides definitions for KRS 58.600 to 58.610.

KRS 58.605 - Relates to energy conservation revenue bonds. Allows a local public agency to issue energy conservation revenue bonds to pay for energy conservation measures under a guaranteed energy savings contract. Provides issuing provisions and sale procedures for energy conservation revenue bonds

KRS 157.420(5) - Allows the use of capital outlay funds for energy conservation measures with restrictions.

KRS 157.440(1)(c) - Allows school districts to contribute the levy equivalent tax rate of five cents (\$0.05) and equalization funds for energy conservation measures under specified guidelines.

#### **ESCOs**

KRS 45A.345(28) - Defines qualified provider (ESCO) responsibilities.

KRS 45A.352(2)(3)(8) - Stipulates requirements for proposals.

### **Resources - Key Agencies in State Government**

#### **Information About ESPC**

##### **Department for Facilities Management**

(Finance and Administration Cabinet)

Room 76, Capitol Annex

Frankfort, KY 40601

(502) 564-3590

##### **Division of Facilities Management**

(Education, Arts and Humanities Cabinet)

15th Floor Capital Plaza Tower

500 Mero Street

Frankfort, KY 40601

(502) 564-4326

##### **Department for Local Government**

1024 Capital Center Drive, Suite 340

Frankfort, KY 40601

(502) 573-2382

##### **Office of Energy Policy**

(Commerce Cabinet)

500 Mero Street, 12<sup>th</sup> Floor

Frankfort, KY 40601

(502) 564-7192

**Universities That Manage State-Owned Buildings**

**Eastern Kentucky University**

521 Lancaster Avenue  
Richmond, KY 40475-3101  
(606) 622-2101

**Kentucky State University**

400 East Main Street  
Frankfort, KY 40601  
(502) 227-6290

**Morehead State University**

201 Howell McDowell Administration Bldg.  
Morehead, KY 40351-1689  
(606) 783-2022

**Murray State University**

P O Box 9  
Murray, KY 42071  
(502) 762-3763

**Northern Kentucky University**

Nunn Drive  
Highland Heights, KY 41099  
(606) 572-5123

**University of Kentucky**

104 Administration Building  
Lexington, KY 40506-0032  
(606) 257-1701

**University of Louisville**

2301 South 3rd Street  
Louisville, KY 40208  
(502) 852-5420

**Western Kentucky University**

1 Big Red Way  
Bowling Green, KY 42101  
(502) 745-4346

**State Agencies That Manage State-Owned Buildings**

**Economic Development Cabinet**

Capital Plaza Tower  
500 Mero Street  
Frankfort, KY 40601  
(502) 564-7670

**Cabinet For Families and Children**

275 East Main  
Frankfort, KY 40601  
(502) 564-7130

**Finance and Administration Cabinet**

Room 383, Capitol Annex  
Frankfort, KY 40601  
(502) 564-4240

**Cabinet For Health Services**

275 East Main Street  
Frankfort, KY 40601  
(502) 564-7130

**Justice Cabinet**

Bush Building, Second Floor  
403 Wapping Street  
Frankfort, KY 40601  
(502) 564-7554

**Labor Cabinet**

1047 US 127 South, Suite 4  
Frankfort, KY 40601  
(502) 564-3070

**Natural Resources & Environmental Protection Cabinet**

Capital Plaza Tower  
Frankfort, KY 40601  
(502) 564-3350

**Public Protection and Regulation Cabinet**

90 Airport Road  
Frankfort, KY 40601  
(502) 564-7760

**Tourism Development Cabinet**

Capital Plaza Tower, 24th Floor  
500 Mero Street  
Frankfort, KY 40601  
(502) 564-4270

**Transportation Cabinet**

State Office Building  
Frankfort, KY 40601  
(502) 564-4890

**Workforce Development Cabinet**

Capital Plaza Tower  
500 Mero Street  
Frankfort, KY 40601  
(502) 564-6606

**Administrative Office of the Courts**

100 Millcreek Park  
Frankfort, KY 40601  
(502) 573-2350

**Military Affairs**

Office of Management and Administration  
Boone National Guard Center  
100 Minuteman Parkway  
Frankfort, KY 40601-6168  
(502) 564-8529

**G & C****SUPPLY CO., Inc.**WATER, SEWER & GAS DIVISION  
SIGNS & SAFETY DIVISIONP.O. Drawer 459—1105 Hwy 77  
Atwood, TN 38220

(731)662-7193 or (800)238-3836

Fax: (731)662-7219

**INVOICE**

INVOICE	
6530563	
Invoice Date	Page
2/28/2014 13:06:57	1 of 1
ORDER NUMBER	
1549599	

**Bill To:**BEECH GROVE WATER SYSTEM  
445 STATE ROUTE 56 N  
CALHOUN, KY 42327**Ship To:**BEECH GROVE WATER SYSTEM  
445 HIGHWAY 56 NORTH  
CALHOUN, KY 42327

Customer ID: 1036

PO Number			Term Description	Net Due Date	Disc Due Date	Discount Amount	
			Net 30	3/30/2014	3/30/2014	0.00	
Order Date		Pick Ticket No	Primary Salesrep Name			Taker	
2/25/2014 13:33:20		3553847	Jeff Wallace			NBRYANT,	
Quantities			Status Key	Item ID Item Description	Unit	Unit Price	Extended Price
Ordered	Shipped	Remaining	B = Backorder D = Direct C = Canceled P = In Production				

Delivery Instructions: \*\*\*CALL DAY BEFORE\*\*\*

Carrier: SALESMEN

Tracking #:

4	4	0	PMN07US-PB-I	EA	95.0000	380.00
			1 ZENNER MULTI-JET METER - USG			
			POLY TOP, BRONZE BOTTOM SERIAL#			

Total Lines: 1

**SUB-TOTAL:** 380.00**TAX:** 0.00**AMOUNT DUE:** 380.00

Thank You!! We Really Appreciate Your Business! FED. I. D. 620912993

To Better Serve You - We Now Accept Visa, MasterCard, American Express, Discover and Debit Cards

ORIGINAL

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.



**G & C****SUPPLY CO., Inc.**WATER, SEWER & GAS SUPPLIES  
SIGN & SAFETY SUPPLIESP.O. Drawer 459 - 1105 State Route 77  
Atwood, TN 38220  
(731) 662-7193 or (800) 238-3836**INVOICE**

INVOICE	
6561893	
Invoice Date	Page
12/16/2014 13:24:52	1 of 1
ORDER NUMBER	
1582165	

**Bill To:**BEECH GROVE WATER SYSTEM  
445 STATE ROUTE 56 N  
CALHOUN, KY 42327**Ship To:**BEECH GROVE WATER SYSTEM  
445 HIGHWAY 56 NORTH  
CALHOUN, KY 42327

Customer ID: 1036

PO Number			Term Description	Net Due Date	Disc Due Date	Discount Amount	
			Net 30	1/15/2015	1/15/2015	0.00	
Order Date	Pick Ticket No	Primary Salesrep Name			Taker		
12/8/2014 14:18:07	3587550	Jeff Wallace			NBRYANT		
Quantities			Status Key B = Backorder D = Direct C = Canceled P = In Production	Item ID Item Description	Unit	Unit Price	Extended Price
Ordered	Shipped	Remaining					

Delivery Instructions: \*\*\*CALL DAY BEFORE\*\*\*

Carrier: OUR TRUCK

Tracking #: T.HUDGINS 12-10-14

4	1	3	B	PMN07US-PB-1	EA	95.0000	95.00
1 ZENNER MULTI-JET METER - USG POLY TOP, BRONZE BOTTOM SERIAL#							
10	10	0		PMN02US-PP-0607	EA	45.0000	450.00
5/8 X 3/4 ZENNER MULTI-JET METER - USG POLY TOP, POLY BOTTOM SERIAL#							

Total Lines: 2

**SUB-TOTAL:** 545.00**TAX:** 0.00

Thank You!! We Really Appreciate Your Business! FED. I. D. 620912993

**AMOUNT DUE:** 545.00

To Better Serve You - We Now Accept Visa, MasterCard, American Express, Discover and Debit Cards

ORIGINAL

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.



# ZENNER PERFORMANCE

All that counts.

Beach Grove KY AMR

Customer: Beach Grove, KY  
Billing Address:  
City/State/Zip:  
Ship to Address:  
City/State/Zip:  
Phone:  
Email:

Salesman: Dan Devane  
Attn:  
Subject:  
PO:  
Ship VIA:  
FFA:

## Sales Quote

Date: 8-Jun-15 Multiplier

Accept Partial Shipments:

Accept Partial Shipments:

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price	
1.1	Positive Displacement (PPD)	5/8" X 3/4" (QZ)	USG (US)		100	\$86.12	\$8,612.00			
Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes				
1.1	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PP002USEPP6					
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price	
Section	Outlet Connection	FHM Add-ons								
Section	Description					Qty	Unit Price	Extended Price	Annual Maintenance	List Price
2	Flanges/Gaskets/Bolts/Kits							\$0.00	\$0.00	
3	Radio Interface Units							\$10,500.00	\$0.00	
3.1	Stealth 2 w/18" Bare Wire (ST2BW) "Stealth 2 Bare Wire"					100 to 999 unit price		\$10,500.00	\$0.00	\$133.00
4	System Interface Development							\$3,500.00	\$0.00	
4.1	Billing Interface					Utility must have a		\$3,500.00	\$0.00	
5	Handheld/Mobile/Probe							\$5,740.00	\$1,178.00	
5.1	Stealth Handheld Unit w/Cradle Kit					1	\$2,240.00	\$2,240.00	\$336.00	\$2,800.00
5.2	Stealth Mobile Unit w/Antenna Kit					1	\$3,500.00	\$3,500.00	\$840.00	\$7,000.00
6	AMR Hardware					Utility provides a		\$0.00	\$0.00	
7	Software							\$2,500.00	\$500.00	
7.1	Stealth Command Mobile Software					1	\$2,500.00	\$2,500.00	\$500.00	\$3,500.00
8	Project Management Installation/Training							\$0.00	\$0.00	
9	Accessories and other items							\$653.00	\$0.00	
9.1	Stealth pit install kit					100	\$2.03	\$203.00		
9.2	Stealth Lid Lock with Extension					100	\$4.50	\$450.00		
10	Hydrant Meter Accessories							\$0.00	\$0.00	
Total System Cost and Annual Maintenance							\$26,505.00	\$1,678.00		

Note: This sales order/sales quote is subject to terms of the Zenner Performance Meters License and Maintenance Agreement. All prices are valid for ninety (90) days unless otherwise extended in writing.  
Payment Terms are Net 30.

Shipping: All shipping is FOB Zenner Performance Meter's office in Benning, California.

Sales Order/Sales Quote Accepted:

Authorized Signature: \_\_\_\_\_ Dan Devane \_\_\_\_\_ Date: 6-6-15 \_\_\_\_\_  
Signature

End of Document

CONSTRUCTION SITE SERVICES, LLC

8-26-13

dba - CSS PIPE & METER -- HARTFORD

552 SR 69 - NORTH

P. O. BOX 83

HARTFORD, KY 42347

INVOICE NO.	36213
REMIT TO :	DATE
CONSTRUCTION SITE SERVICES, LLC. dba - CSSPIPE & METER - HARTFORD ACCOUNTS P.O. BOX 83 (DO NOT REMIT TO PHYSICAL ADDRESS) HARTFORD, KY 42347	8/15/2013
OFFICE-270-298-4545 - / - FAX-270-298-4363	

**Bill To:** Beech Grove Water System  
445 Highway 56 N  
Calhoun KY 42327

**Ship To:** Beech Grove Water System, Inc.  
Back of Volunteer Fire Dept.  
445 Hwy 56 North  
Calhoun, KY 42327  
FOR UPS, USE CALHOUN, KY

S.O. No.	P.O. Number	Terms	Due Date	Account #	Ship Date	Via	F.O.B.
39962	Michael 8.12	Net 20	9/4/2013		8/14/2013	CSS-JA/Van	

QTY	ITEM #/DESCRIPTION	UNIT\$	\$AMT / EXT
	Ordered by Michael w/KW 8.12.13 2:35pm		
36	>> Master Meter, Inc. Cold Water Meter - 5/8x3/4 Multi Jet, NO LEAD, AWWA C708 spec., Direct Read, No Lead Bronze Case, Bottom Load w/Plastic bottom, read in 10 U.S. Gallons, 7-1/2" Long, rated at 20 GPM intermittent flow, 1/4 GPM-low flow, 15 GPM - continuous flow (PLEASE NOTE: YOUR TEST RESULTS ARE UNDER THE METER REGISTER LID - 2 REUSABLE STICKERS)	51.50	1,854.00
4	NO LEAD/MASTER METER - 1" Bottom Load Multi-Jet Water meter in USG, No Lead, bronze bottom, plastic top (11" long) 3/4 - 50 GPM,	150.64	602.56

CSS HARTFORD AND CSS PADUCAH PAYMENTS SHOULD BE MADE SEPARATELY. Payment terms NET/20 Unless otherwise shown above. Past-due accounts are subject to 1-1/2% finance charge from due date which equates to 18% per annum. Payment by VISA--after invoice mailing-- shall be subject to a 3% service fee. Warranties are limited to those provided by our manufacturers. Returns may be allowed with proper written authorization and may be subject to restocking, handling, and or freight charges. All sales are taxable without supplied exemption. CSS-Hartford Phone #'s are 270-298-4545 (office) and 270-298-4363 (fax)  
THANK YOU FOR YOUR BUSINESS!

**Sub-total**

\$2,456.56

**Sales Tax (0.0%)**

\$0.00

<b>TOTAL DUE</b>	<b>\$2,456.56</b>
------------------	-------------------

**CONSTRUCTION SITE SERVICES, LLC****dba - CSS PIPE & METER -- HARTFORD****552 SR 69 - NORTH****P. O. BOX 83****HARTFORD, KY 42347**

9-4-2013

INVOICE NO.	36495
REMIT TO :	DATE
CONSTRUCTION SITE SERVICES, LLC dba - CSSPIPE & METER - HARTFORD ACCOUNT'S P.O. BOX 83 (DO NOT REMIT TO PHYSICAL ADDRESS) HARTFORD, KY 42347	8/30/2013
OFFICE-270-298-4545 - / - FAX-270-298-4363	

**Bill To:** Beech Grove Water System  
445 Highway 56 N  
Calhoun KY 42327**Ship To:** WILL CALL  
Picked up by Michael 8.28

S.O. No.	P.O. Number	Terms	Due Date	Account #	Ship Date	Via	F.O.B.
40163	Sheila 8.27	Net 20	9/19/2013		8/28/2013	Will Call	

QTY	ITEM #/DESCRIPTION	UNITS	\$AMT / EXT
	Ordered by Sheila w/KW 8.27.13 3:40pm		
48	>> Master Meter, Inc. Cold Water Meter - 5/8x3/4 Multi Jet, NO LEAD, AWWA C708 spec., Direct Read, No Lead Bronze Case, Bottom Load w/Plastic bottom, read in 10 U.S. Gallons, 7-1/2" Long, rated at 20 GPM intermittent flow, 1/4 GPM-low flow, 15 GPM - continuous flow (PLEASE NOTE: YOUR TEST RESULTS ARE UNDER THE METER REGISTER LID - 2 REUSABLE STICKERS) Ordered 36 8.27.13, increased by 12 more 8.28.13	51.50	2,472.00
100	>> (Per 100 count bag) Usual GT-114 5/8x3/4 x 1/8" thick rubber meter gasket for water service only (sold each but bagged 100ct)	0.19	19.00

CSS HARTFORD AND CSS PADUCAH PAYMENTS SHOULD BE MADE SEPARATELY. Payment terms NET/20 Unless otherwise shown above. Past-due accounts are subject to 1-1/2% finance charge from due date which equates to 18% per annum. Payment by VISA--after invoice mailing-- shall be subject to a 3% service fee. Warranties are limited to those provided by our manufacturers. Returns may be allowed with proper written authorization and may be subject to restocking, handling, and or freight charges. All sales are taxable without supplied exemption. CSS-Hartford Phone #'s are 270-298-4545 (office) and 270-298-4363 (fax)  
THANK YOU FOR YOUR BUSINESS!

**Sub-total**

\$2,491.00

**Sales Tax (0.0%)**

\$0.00

**TOTAL DUE****\$2,491.00**

6/8/2015

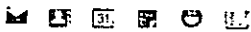
(3 unread) - beechgrovewaters@bellsouth.net - att.net Mail

[AT&T](#) [News](#) [Sports](#) [Finance](#) [Weather](#) [Entertainment](#) [AT&T Features](#) [Mobile](#) [Jense](#) [at home](#) [More > On Edge™](#)

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Compose

depreciation sheet  
Division of Water  
DRINKING WATER  
EMCOR  
equipment quotes  
FEMA  
Fire Dept  
Fluoride  
Ford F-150 p... (1)  
G and C  
GRADD  
Grainger  
HAA5 TTHM REPORTS  
Harris Comp... (2)  
Harris Irecov... (26)  
Henderson Water  
Hwy 1233  
HWY 56 PROJECT  
I R A Fifth Third Bank  
Independence Bank  
Intuit (2)  
JOB DESCRIPTION  
KWRA (2)  
KY Infrastructure  
KY Warn  
KYDEP  
Lead Brass EPA Rules  
LES STUART  
LISA BUTLER NEWSL...  
MICHAEL HESSE  
Mines  
Nick  
OBRYAN COMPUTER  
OCP (1)  
PAYMENT C... (13)  
Pictometry Informati...  
Pressure Logger  
PSC  
PSC case 2014-00306  
PSC REGS 2013  
PVA  
PWA 2015 HENDERS...  
QUARTER M... (3)  
QuickBooks  
Rate Increase  
saved emails (2)  
School  
SENATOR JOE BOWE...  
STAPLES 2013  
TARIFF PAGES  
WATER STORAGE  
Zenner

Item Logged For Case: 2015-00139

PSCFilings@ky.gov

Jun 1

To: beechgrovewaters@bellsouth.net, wrjones@rubinhays.com,  
pscfilings@ky.gov

Confirmation of Posting.

This notification is sent regarding the recent filing for case# 2015-00139 on  
6/1/2015 at 1:54 PM

Filed by: PSC

Date/Time Filed: 6/1/2015 1:54:01 PM

The following Document(s) have been posted to the Case File  
Linked below is a document from the Kentucky Public Service Commission  
from case number 2015-00139. This is an official document and service is  
rendered based upon this email. Pursuant to KRS 278.380 amended by the  
Kentucky General Assembly during the 2014 General Session, the electronic  
delivery of all Kentucky Public Service Commission orders is now allowed.  
This includes data requests, as well as all other case-related documents.  
Electronic transmission may include either an electronic version of the order  
or document or a hyperlink to the order or document on the PSC website.  
The mailing date of the order or document will be the date of the electronic  
transmission. Any applicant or party desiring delivery of orders or  
documents by postal mail may request such delivery on a per case basis  
from the PSC and demonstrate good cause for the request.

PSC ORDER File

You are receiving this message as a member of the service list or  
participating utility on case: 2015-00139 For more information or if you  
have problems opening a link received through an electronic notice from  
the Commission, contact the PSC Division of Filings.

Kentucky Public Service Commission

Address: P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-  
0615

Phone: (502) 564-3940, Fax: (502) 564-3460

Office Hours: Monday - Friday 8am - 5pm

SERVICE LIST:

Beech Grove Water System, Inc. - beechgrovewaters@bellsouth.net  
Rubin & Hays Honorable W. Randall Jones - wrjones@rubinhays.com

Reply, Reply All or Forward | More

Click to reply all

Send

&gt; Recent



**Subject:** Beech Grove Application

**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)

**To:** sgoehl@dadco.com; beechgrovewaters@bellsouth.net; dhawkins@shambaugh.com;  
cmartin@shambaugh.com;

**Date:** Monday, April 27, 2015 2:05 PM

Everyone,

Here is the link to the Kentucky PSC where you can follow the case developments:

[http://psc.ky.gov/PSC\\_WebNet/ViewCaseFilings.aspx?Case=2015-00139](http://psc.ky.gov/PSC_WebNet/ViewCaseFilings.aspx?Case=2015-00139)

Thanks!

---

Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

**Subject:** Re: Paperwork package  
**From:** Deron Hawkins (dhawkins@shambaugh.com)  
**To:** beechgrovewaters@bellsouth.net;  
**Date:** Friday, April 24, 2015 8:17 AM

Don't worry yet like they said they had not got yesterday's mail when We spoke to them. So it could have been yesterday or today. I'll be following up early afternoon to find out. Will let u know. Thanks, just trying to be proactive. btw end of next week you and Michael and I need to go "tour" Moonlite. I'm craving their Burgoo. U guys around Thur or Fri?

Thanks

Deron

Sent from my iPhone

On Apr 24, 2015, at 9:10 AM, "Beech Grove Water System" <beechgrovewaters@bellsouth.net> wrote:

I mailed it out Monday afternoon, we don't have overnight delivery at this post office, Lexington should have it by today for sure. If they don't I will get Jeremy to resign them & go to Owensboro to overnight the paperwork. Which I Probably should have done in the first place

Sheila Murphy

Office Manager

270 273-5738

On Friday, April 24, 2015 6:06 AM, Deron Hawkins <dhawkins@shambaugh.com> wrote:

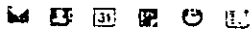
Quick question. Paul and I met yesterday afternoon via phone. We spoke with our guys in Lexington and they had not received the paperwork, but they also had not received yesterday's mail yet when we called them. So I hope this email is for nothing when we call them back this morn. Long story short, what day did you put the paperwork in the mail so I can figure if we have an issue or not. More than likely it came arrived yesterday after we spoke and is on their desk. But I just wanted to have the sent date as we call this morn.

Thanks

Deron



Sept 3, 1968

 Sheila

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## People

4 Apr 20














6/8/2015

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G and C

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Grainger

HAA5 TTHM REPORTS

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HWY 56 PROJECT

I R A Fifth Third Bank

Independence Bank

Intuit (2)

JOB DESCRIPTION

KWRA (2)

KY Infrastructure

KY Warn

KYDEP

Lead Brass EPA Rules

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Mines

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School

SENATOR JOE BOWE...

STAPLES 2013

TARIFF PAGES

WATER STORAGE

Zenner

PSC Application (2)

People ★

Randy Jones Hi Sheila, Attached is the PSC A1

Apr 17 ★

Beech Grove Water System

Apr 20

To: Deron Hawkins

Hi Deron

Not you have seen the application to for the PSC, How did the cost go from 489,710.00 to 515,000.00 (subject to adjustment of up to 10%). Item E in the application.

Sheila Murphy

Office Manager

270 273-5738

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PSC Application.pdf

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6/8/2015

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The attachment was blank. Will you please try forwarding it again? Also in addition to the signature page, I will need the complete letter so that if we are audited by the SEC we can demonstrate we provided proper disclosure.

Thanks  
Steve

Steve Goehl, Senior Vice President  
D.A. Davidson & Co.  
4700 Belleview Ave. – Suite 425  
Kansas City, Missouri 64112  
T: (573) 256-2501  
F: (816) 360-2274  
C: (573) 489-0976

---

**From:** Beech Grove Water System [<mailto:beechgrovewaters@bellsouth.net>]  
**Sent:** Friday, April 10, 2015 2:42 PM  
**To:** Steve Goehl  
**Subject:** Re: Beech Grove KY Disclosure Letter

Here is the last page signed by our new treasurer Nolan Clouse

Sheila Murphy

Office Manager

270 273-5738

On Friday, April 10, 2015 2:11 PM, Steve Goehl <[sgoehl@dadco.com](mailto:sgoehl@dadco.com)> wrote:

Sheila:

As per our telephone conversation, I am herewith forwarding for your consideration a letter disclosing the role of D.A. Davidson & Co. as Placement Agent.

Again, should you or any members of your Board have any questions, please do not hesitate to contact me at either 573/256-2501 or 573/489-0976 (Cell Phone).

Steve

Steve Goehl, Senior Vice President  
D.A. Davidson & Co.  
4700 Belleview Ave. – Suite 425  
Kansas City, Missouri 64112  
T: (573) 256-2501  
F: (816) 360-2274  
C: (573) 489-0976

**Subject:** RE: Beech Grove KY Disclosure Letter  
**From:** Steve Goehl (sgoehl@dadco.com)  
**To:** beechgrovewaters@bellsouth.net;  
**Date:** Tuesday, April 14, 2015 10:35 AM

Thank you

Steve Goehl, Senior Vice President  
D.A. Davidson & Co.  
4700 Belleview Ave. – Suite 425  
Kansas City, Missouri 64112  
T: (573) 256-2501  
F: (816) 360-2274  
C: (573) 489-0976

**From:** Beech Grove Water System [mailto:beechgrovewaters@bellsouth.net]  
**Sent:** Tuesday, April 14, 2015 10:33 AM  
**To:** Steve Goehl  
**Subject:** Re: Beech Grove KY Disclosure Letter

Steve, we use Independence Bank 2425 Frederica, Owensboro KY / phone 270 686-1776

Banks in Owensboro:

Fifth Third Bank 3264 Highway 54, Owensboro KY 42303 / phone 270 683-4011

BB&T Bank 2901 W Parrish Ave Owensboro KY 42301 / phone 270 668-7736

Old National Bank 3012 W Parrish Ave, Owensboro KY 42301 / phone 270 691-2040

6/8/2015

Print

**Subject:** Re: meter project

**From:** Deron Hawkins (dhawkins@shambaugh.com)

**To:** beechgrovewaters@bellsouth.net;

**Date:** Thursday, April 9, 2015 2:44 PM

Sheila,

Are your phones working? i keep getting a busy signal as i try to call.

Thanks!

Deron

**From:** Beech Grove Water System <beechgrovewaters@bellsouth.net>

**To:** Deron Hawkins <dhawkins@shambaugh.com>

**Date:** 04/09/2015 02:53 PM

**Subject:** meter project

---

Deron, why is it taking so long for an application to be filed with the PSC.

Sheila Murphy

Office Manager

270 273-5738

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6/8/2015

Print

Fax: (502) 569-7555

email: [wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)

On Monday, April 6, 2015 12:47 PM, Randy Jones <[wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)> wrote:

Thanks Sheila,

I am waiting on some financing terms in order to complete the PSC Application.

Once I have the terms, I will finalize the Application and email it to you for signatures.

Randy Jones  
W. Randall Jones, Esq.  
Rubin & Hays  
450 South Third Street, Suite 300  
Louisville, Kentucky 40202  
Phone: (502) 569-7534  
Fax: (502) 569-7555  
email: [wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)

---

From: Beech Grove Water System [<mailto:beechgrovewaters@bellsouth.net>]

Sent: Monday, April 06, 2015 2:02 PM

To: Randy Jones

Subject: Re: Radio Read meter project

2014 PSC Annual Audit attached

Sheila Murphy

Office Manager

270 273-5738

On Friday, April 3, 2015 10:46 AM, Randy Jones <[wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)> wrote:

Hi Sheila,

I am preparing the PSC application and need a copy of your latest audit.

Please email it to me. Thanks

Randy Jones  
W. Randall Jones, Esq.  
Rubin & Hays  
450 South Third Street, Suite 300  
Louisville, Kentucky 40202  
Phone: (502) 569-7534



Office Manager

270 273-5738

On Tuesday, April 7, 2015 1:53 PM, Beech Grove Water System <[beechgrovewaters@bellsouth.net](mailto:beechgrovewaters@bellsouth.net)> wrote:

Ok, Thank you

Sheila Murphy

Office Manager

270 273-5738

On Tuesday, April 7, 2015 1:52 PM, Randy Jones <[wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)> wrote:

They will not assign a case number until I file the Application.

Randy Jones  
W. Randall Jones, Esq.  
Rubin & Hays  
450 South Third Street, Suite 300  
Louisville, Kentucky 40202  
Phone: (502) 569-7534  
Fax: (502) 569-7555  
email: [wrjones@rubinhays.com](mailto:wrjones@rubinhays.com)

---

**From:** Beech Grove Water System [<mailto:beechgrovewaters@bellsouth.net>]  
**Sent:** Tuesday, April 07, 2015 2:51 PM  
**To:** Randy Jones  
**Subject:** Re: Radio Read meter project

Has the PSC assigned a case number

Sheila Murphy

Office Manager

6/8/2015

(3 unread) - beechgrovewaters@bellsouth.net - att.net Mail

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Intuit (2)

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KWRA (2)

KY Infrastructure

KY Warn

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QuickBooks

Rate Increase

saved emails (2)

School

SENATOR JOE BOWE...

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Correct call in

Deron Hawkins

Apr 1

To: Beech Grove Water System

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To: Deron Hawkins

CC/BCC

Sheila Murphy

Office Manager

270 273-5738

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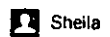
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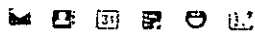
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Nick  
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PAYMENT C... (13)



## Update on PSC Application

People

Paul Dijak-Robinson

Mar 31

To Beech Grove Water System  
CC Craig Martin, Deron Hawkins

Sheila,

Hope this finds you well and enjoying the spring weather today! Just wanted to reach out to see if you might be able to provide any updates on the PSC Application process. I have reached out to Randy Jones of the bond counsel, but as of yet, I had not heard from him so thought I might drop you a line as well. If you have any news to send along, I would greatly appreciate it, and as always, if there is anything more I can do, please do not hesitate to ask.

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**Subject:** Re: Contact Info for PSC Application  
**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)  
**To:** beechgrovewaters@bellsouth.net;  
**Date:** Tuesday, March 10, 2015 6:17 PM

Thanks, Sheila!

---

Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

On 2015-03-10 17:55, Beech Grove Water System wrote:

> newspaper affidavit

>

> Sheila Murphy

>

> Office Manager

>

> 270 273-5738

>

> On Tuesday, March 10, 2015 1:34 PM, Beech Grove Water System

> <[beechgrovewaters@bellsouth.net](mailto:beechgrovewaters@bellsouth.net)> wrote:

>

> Attached is the 2014 annual report sent to PSC

>

> Sheila Murphy

>

> Office Manager

>

> 270 273-5738

>

> On Tuesday, March 10, 2015 1:19 PM, Paul Dijak-Robinson

> <[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)> wrote:

>

> Needed:

>

> 2014 Revised Audit

>

> Affidavit from Paper

>

> --

> Paul L. Dijak-Robinson

> Covenant Financial Services, Inc.

**Subject:** RE: Affidavit Request (Messenger-Inquirer)  
**From:** Miller, Melanie (mmiller@messenger-inquirer.com)  
**To:** amayes@messenger-inquirer.com; accounting@messenger-inquirer.com;  
**Cc:** beechgrovewaters@bellsouth.net;  
**Date:** Tuesday, March 10, 2015 2:39 PM

Here you go

Melanie Miller  
Accounting Office Manager  
Owensboro Messenger - Inquirer  
McLean County News  
Vincennes Sun - Commercial  
Madisonville Messenger  
Franklin Favorite  
Portland Leader  
WFKN Radio  
Phone : 270-691-7209  
Fax: 270-691-7335

-----Original Message-----

From: Mayes, Angela  
Sent: Tuesday, March 10, 2015 1:43 PM  
To: OMI Accounting  
Cc: beechgrovewaters@bellsouth.net  
Subject: Affidavit Request (Messenger-Inquirer)

Would you please email a copy of the affidavit for the below ad that ran on 8/22 in the Messenger-Inquirer to the Beech Grove Water System (copied on this email) and then drop a hard copy in the mail too?

BEECH GROVE WATER SYSTEM LG  
445 HWY 56 N  
CALHOUN, KY 42322  
(270)273-5738  
Customer #00055431  
Class Liner Order #00380413  
Fully Published, Fully Invoiced

Thanks!  
Angela Mayes  
Customer Service Supervisor  
270-691-7225

6/8/2015

Print

**Subject:** Re: newspaper ad

**From:** Beech Grove Water System (beechgrovwaters@bellsouth.net)

**To:** beechgrovwaters@bellsouth.net; dhawkins@shambaugh.com;

**Date:** Friday, February 27, 2015 1:27 PM

ad is in bottom right corner

Sheila Murphy

Office Manager

270 273-5738

On Friday, February 27, 2015 1:25 PM, Beech Grove Water System <beechgrovwaters@bellsouth.net> wrote:

Sheila Murphy

Office Manager

270 273-5738

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Cubic Ft Rates for GL...

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People ★

**Beech Grove Water System** Deron Can you f

Feb 23 ★

**Deron Hawkins** Or has not been submitted y

Feb 23 ★

**Beech Grove Water System** let me know whi

Feb 23

**Beech Grove Water System**

Feb 23

To Deron Hawkins

The Water Board is ready ready to rock &amp; roll 😊

Sheila Murphy

Office Manager

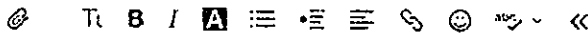
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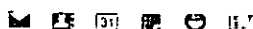
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## Community of Beech Grove - AMI Water Meter ...

Ronald R Cassidy

Jan 19

To: Beech Grove Water System  
 CC: Deron Hawkins, Craig Martin

Sheila,

Please see the attached AMI Water Meter Project Pricing Breakdown.

Please let me or Deron know if you have any questions.  
 Thanks,  
 Ron

Ron Cassidy

Project Development Engineer  
 EMCOR Construction Services  
 Shambaugh & Son, LP  
 P. O. Box 877  
 Newburgh, IN 47630  
 Cell: 812.437.3712  
 Fax: 280.487.2046  
 Email: rcassidy@shambaugh.com  
 Visit us at: [www.emcorcs.com](http://www.emcorcs.com)



**EMCOR**  
 Construction Services

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## Beech Grove LOI (Revised) (2)

**Deron Hawkins** The correct loo Sent from my Nov 6, 2014

**Deron Hawkins** Nov 6, 2014  
 To: Beech Grove Water System

revised please sign, scan and email back.

Thanks!  
 Deron

----- Forwarded by Deron Hawkins/Shambaugh/EMCORGROUP on 11/06/2014 04:12 PM -----

From: Craig Martin/Shambaugh/EMCORGROUP  
 To: Deron Hawkins/Shambaugh/EMCORGROUP, Ronald R  
 Cassidy/Shambaugh/EMCORGROUP/EMCORGROUP  
 Date: 11/06/2014 11:49 AM  
 Subject: Beech Grove LOI (Revised)

Thanks.

Craig S. Martin  
 Manager, Business Development  
 EMCOR Construction Services  
 Shambaugh & Son, LP  
 5128 W. 79th Street  
 Indianapolis, Indiana 46268  
 Direct: 317.822.7890  
 Cell: 317.407.7778  
 Fax: 260.487.2255  
 E-Mail: [craig\\_martin@emcorgroup.com](mailto:craig_martin@emcorgroup.com)  
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**Subject:** Fw: map

**From:** Beech Grove Water System (beechgrovwaters@bellsouth.net)

**To:** dhawkins@shambaugh.com;

**Date:** Thursday, November 6, 2014 2:40 PM

Sheila Murphy

Office Manager

270 273-5738

On Thursday, November 6, 2014 2:39 PM, Beech Grove Water System <beechgrovwaters@bellsouth.net> wrote:

thank you

Sheila Murphy

Office Manager

270 273-5738

On Thursday, November 6, 2014 2:33 PM, "Stewart, Kent - NRCS, Calhoun, KY" <kent.stewart@ky.usda.gov> wrote:

Hey Shelia,

Attached is the map from the hatchery on hwy 56 up to the active mine on hwy 593 , it is a large area and the map is such a large scale that it might not show the elevations very well??

Thanks.

Kent R. Stewart  
USDA/NRCS  
District Conservationist  
McLean Co.  
(270)273-3655 Ext. 3 (office)  
(270)273-5420 (fax)

SEPM FOR AI/AN

USDA is an equal opportunity provider and employer

**Subject:** PSC Questions

**From:** Beech Grove Water System (beechgroviewaters@bellsouth.net)

**To:** dhawkins@shambaugh.com;

**Date:** Tuesday, October 28, 2014 4:42 PM

Deron, These are the questions I need answer for the PSC. Do have anyone that help with these 2 question?

1. Provide a representation of the ground elevation of the area served by the Tank. Explain any difference in the elevation of the Tank and the service territory of the customers served by the Tank.

2. Indicate the effective storage of the Beech Grove Tank in gallons, taking into account the minimum pressure requirement of 30 pounds per square inch pursuant to 807 KAR 5:066, Section 5. Explain the impact to effective storage caused by any difference in elevation between the Tank and the service territory of the Beech Grove customers served by the Tank.

Sheila Murphy

270 273-5738

**Subject:** Re: application

**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)

**To:** beechgrovewaters@bellsouth.net;

**Date:** Tuesday, October 21, 2014 3:33 PM

Thanks, Sheila!

---

Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

On 2014-10-21 16:31, Beech Grove Water System wrote:

> Application attached

>

> Sheila Murphy

>

> Office Manager

>

> 270 273-5738

>

> On Tuesday, October 21, 2014 2:05 PM, Paul Dijak-Robinson

> <[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)> wrote:

>

> --

> Paul L. Dijak-Robinson

> Covenant Financial Services, Inc.

> Phone: 317-632-4145

> Fax: 866-381-7351

> <http://covenantfinancial.net> [1]

> [pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

>

>

>

> Links:

> -----

> [1] <http://covenantfinancial.net/>

**Subject:** Re: Following Up from Today's Meter Discussion

**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)

**To:** beechgrovewaters@bellsouth.net;

**Date:** Tuesday, October 21, 2014 10:48 AM

Sheila,

I am sorry for any confusion, but I do not see a "submit" button on the application, and this is a Word document. Once you have filled it out, you can either fax it to the # below or save it and send it as an attachment. If you have any questions about either process, please do not hesitate to ask. Long story short, though, no, I have not received the application.

Thanks again,

---

Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

On 2014-10-21 11:34, Beech Grove Water System wrote:

> Paul

>

> I completed the application form & pressed submit. Did you get a copy?

>

> Sheila Murphy

>

> Office Manager

>

> 270 273-5738

>

> On Monday, October 20, 2014 9:47 PM, Paul Dijak-Robinson

> <[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)> wrote:

>

> Thank you so much, Sheila! Much appreciated.

>

> ---

> Paul L. Dijak-Robinson

> Covenant Financial Services, Inc.

> Phone: 317-632-4145

> Fax: 866-381-7351

> <http://covenantfinancial.net> [1]

> [pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

**Subject:** Re: Annual Financial Report from Beech Grove  
**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)  
**To:** beechgrovewaters@bellsouth.net;  
**Date:** Friday, October 10, 2014 10:57 PM

So sorry, Sheila! Stephanie is my contact in underwriting, and I have been emailing her so much, I obviously typed her name instead of yours. My apologies,

---

Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

**Subject:** Re: Fw: By Laws & Article of Inc  
**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)  
**To:** dhawkins@shambaugh.com; beechgrovewaters@bellsouth.net;  
**Cc:** cmartin@shambaugh.com;  
**Date:** Monday, October 20, 2014 7:02 AM

Sheila,

Thank you for the additional information--please know that it is greatly appreciated, and we are continuing to build our financing package to secure the approval we need. What is at issue is not whether or not BGW needs to pay taxes--it is clear that you do not--the issue is the annual report Federal Form 990 that is required of all 501(c)3 entities. This requirement is fairly recent (since 2009 for the 2008 calendar year). There is a quick article about that here:  
<http://nonprofit.about.com/od/nonprofitbasics/tp/Form-990.htm>

However, I am happy to speak with someone from the PSC about any exemption they have secured for water authorities, but the website is not entirely clear whom to contact. If you have the name and/or number of someone I can get in contact with, I will be sure and reach out to them.

Thank you once again for your help, and I hope you have a tremendous week!

In your service,

---  
Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

On 2014-10-19 13:20, Deron Hawkins wrote:

> Paul i would suggest you contact the Public Service Commission with  
> further clarification. That will give you the answer you need. I am  
> also checking on the M1 manual.

>  
> Thanks!

> Deron

>

> ----- Forwarded by Deron Hawkins/Shambaugh/EMCORGROUP on 10/19/2014  
> 01:14 PM -----

**Subject:** Re: 2011 PSC Report for EMCOR  
**From:** Paul Dijak-Robinson (pdr@covenantfinancial.net)  
**To:** beechgrovewaters@bellsouth.net;  
**Cc:** dhawkins@shambaugh.com; cmartin@shambaugh.com;  
**Date:** Friday, October 10, 2014 3:59 PM

Stephanie,

Thank you again for the financial reports you forwarded this week. I have now received the project scope from EMCOR, and I am working on getting everything packaged for credit review. I forwarded the attached form earlier this week as well, but I wanted to follow up to see if you had time to complete it. If not, please use this attached form as there have been a few updates that needed to be made. In any case, if you have any questions at all, please do not hesitate to contact. We will need this completed to get the credit process moving further.

Thank you once again, and I hope you have a tremendous weekend.

In your service,

---

Paul L. Dijak-Robinson  
Covenant Financial Services, Inc.  
Phone: 317-632-4145  
Fax: 866-381-7351  
<http://covenantfinancial.net>  
[pdr@covenantfinancial.net](mailto:pdr@covenantfinancial.net)

On 2014-10-07 15:47, Beech Grove Water System wrote:

> 2011 PSC audit report

>

> Sheila Murphy

>

> 270 273-5738



**Subject:** Meter boxes & lids

**From:** Beech Grove Water System (beechgrovwaters@bellsouth.net)

**To:** dhawkins@shambaugh.com;

**Date:** Wednesday, October 8, 2014 10:19 AM

We will need the following replaced

1- 18" round lid

2- 10" round lids

13- rectangle meter boxes

13- rectangle lids

2 - big boxes

7 - big lids

If you have any questions call Michael 270 499-2450

Sheila Murphy

270 273-5738

**Subject:** Re: Meeting times

**From:** Beech Grove Water System (beechgrovwaters@bellsouth.net)

**To:** dhawkins@shambaugh.com;

**Date:** Monday, October 6, 2014 4:37 PM

Yes Yes Yes

Sheila Murphy

Office Manager

270 273-5738

On Monday, October 6, 2014 3:33 PM, Deron Hawkins <dhawkins@shambaugh.com> wrote:

Got it. You and Michael gonna be present to help sell it?

Sent from my iPhone

On Oct 6, 2014, at 3:30 PM, "Beech Grove Water System" <beechgrovwaters@bellsouth.net> wrote:

Thursday 10-9-2014 at 4 pm Shirley & Chad

Thursday 10-9-2014 at 6:30 Tommy & Jeremy

Friday 10-10-2014 9 am Nolan

I will need to let you know Thursday night for sure about Friday's meeting, He may no come at all

Sheila Murphy  
270 273-5738

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**Subject:** Re: Henderson meter pit blueprint  
**From:** Deron Hawkins (dhawkins@shambaugh.com)  
**To:** beechgroviewaters@bellsouth.net;  
**Date:** Friday, October 3, 2014 11:02 AM

Thanks! Talk to u Monday.

Sent from my iPhone

> On Oct 3, 2014, at 10:55 AM, "Beech Grove Water System"  
<beechgroviewaters@bellsouth.net> wrote:  
>  
> Deron  
>  
> This is for Henderson master meter, will you pass it to who every needs  
it  
>  
> Thank you  
>  
> Sheila Murphy  
>  
>  
> Office Manager  
>  
>  
> 270 273-5738 - Henderson Master Meter Pit Line Extension (1998) - Meter  
Pit (2) (1).pdf  
> <Henderson Master Meter Pit Line Extension (1998) - Meter Pit (2)  
(1).pdf>

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Construction Services

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Indianapolis, IN 46268  
317-822-7890 • Fax: 260-487-2255  
[www.emccorcs.com](http://www.emccorcs.com)

## What is Energy Performance Contracting?

Energy performance contracting is an innovative method for purchasing energy-saving improvements in buildings. Many Cities and towns face increasing energy costs and the need to replace worn-out equipment, but lack the funds to make building improvements. Energy performance contracting has three distinguishing features that address this and other common problems:

- ♦ A *single procurement* is used to purchase a complete package of services in which one contractor is accountable for design, purchase, installation, maintenance, and operation of the equipment to ensure optimum performance.
- ♦ The package of services includes financing of all the project costs, so *no up-front money is needed*.
- ♦ An energy performance contract is structured so that payments to the performance contractor are contingent on the actual level of savings achieved (or energy produced). Normally, the savings produced by the project are greater than its cost. A performance contract pays for itself. Since payments to the contractor are contingent on the savings achieved, it is in the contractor's interest to maximize the energy savings. This translates into increased dollar savings for State agencies. In other words, the program is supported by *utility savings which are used to pay for the improvements*.

## How is Energy Performance Contracting Different?

### *Conventional Contracting*

A conventional process to purchase energy-efficiency improvements often requires four separate solicitations and contract awards. First, a facility solicits engineering services for an energy study. After reviewing the completed study, the facility selects the improvements to be implemented and solicits proposals for engineering design services. Once the designer completes a plan and specifications, the facility issues one or more invitations to bid to select contractors who will install the improvements. Finally, the facility invites bids to request preventive maintenance services for any equipment the facility is not maintaining with in-house staff.

### *Energy Performance Contracting*

Energy performance contracts replace this cumbersome collection of solicitations and contracts with a single request for proposals covering all aspects of the project and one contract with the selected proposer. The process begins with an evaluation of a facility's potential for efficiency improvements by the facility staff. If the potential seems promising,



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the agency prepares a Request for Proposals (RFP). This RFP covers all engineering, construction, and maintenance services needed to complete the project. The agency awards the contract to a single contractor who is accountable for all services and guarantees a level of savings to the facility.

Once selected, the performance contractor performs a detailed study of energy efficiency opportunities at the facility. The facility staff reviews this study and approves a final list of efficiency improvements. The contractor then prepares plans and specifications that the facility staff also review and approve. After receiving notice to proceed, the contractor furnishes, installs, and commissions the efficiency improvements and begins performing maintenance and repairs which continue for the duration of the contract term. Facility staff monitor the day-to-day performance of the contractor during the construction process in the same manner that they would for a large repair and maintenance project. After construction is completed and accepted, facility staff monitor contractor performance concerning equipment maintenance and repair, standards of service and comfort, and level of energy savings achieved.

The cost of the energy study is included in the work financed by the performance contractor. However, after the study is completed, the facility may choose to install the upgrades on its own or not to proceed at all. If the facility chooses not to use the performance contractor to complete the project, the facility may be obligated to pay for the preparation of the energy study.

## **Benefits of Energy Performance Contracting**

Energy performance contracting offers a number of important benefits. First and foremost, it allows agencies to go ahead with projects that tight budgets would otherwise prevent. The contractor finances all of the project costs, including up-front engineering, construction, and maintenance services, allowing projects to proceed without capital improvement or repair funds. The agency receives new and improved lighting, cooling, and other equipment and the cost of this equipment is offset by reduced utility bills. After the equipment cost has been paid off, the agency owns the equipment and retains all of the savings from reduced utility bills. Even if the payments to the performance contractor offset much of the energy savings in the short run, upgrading equipment allows all of the non-energy benefits, such as improved comfort and reliability, to be realized immediately.

## **Energy Performance Contract Cost Savings**

Energy performance contracting streamlines the purchasing process for energy efficiency projects, reducing the cost and time required to bring energy-saving projects on line. A single company takes responsibility for designing, building, financing, and maintaining all necessary improvements. The performance contractor often employs a team of consultants and subcontractors to accomplish this but one company is still accountable for the ultimate



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success of the project. This single-source accountability makes the project easier to manage than a conventional construction project. Streamlining the procurement process in this way makes it possible for agencies to implement more comprehensive projects, reduces the time and cost to manage projects, and gives on-site facility staff and users the opportunity for more input into the project design and better control of the final product. As a result, efficiency improvements acquired through performance contracts often work better, last longer, and enjoy stronger long-term support from facility administrators, maintenance staff, and building users than other energy efficiency projects.

Energy performance contracting, as its name implies, shifts much of the risk associated with an energy efficiency project from the agency to the contractor. State laws enabling agencies to enter into performance contracts require that total performance contract payments not exceed total savings. This is usually accomplished by having the contractor guarantee that savings will exceed payments. For example, if the contractor receives monthly lease payments, the agency receives a guarantee that energy cost savings will be equal to or more than the monthly payments. If energy cost savings are less, the contractor pays back the difference to the agency. Because the agreement transfers the risk of project performance to the performance contractor, the contractor has a strong incentive for high quality design and construction, preventive maintenance, and ongoing monitoring for the duration of the contract.

MINUTES OF THE  
BEECH GROVE WATER BOARD  
JAN 22, 2015

The Board of Beech Grove Water System held its monthly meeting on JAN 22, 2015 at 7:00 p.m. at the Beech Grove Fire Dept. 445 Hwy 56 N Calhoun KY 42327

Present were President Tommy Conrad, VP Jeremy Rager, Secretary-Treasurer Shirley Cheatham, Nolan Clouse, Chad McMahon, Michael Wahl and Sheila Murphy.

President Tommy Conrad declared that a quorum was present and called the meeting to order.

**MINUTES & FINANCIAL REPORT**

The Minutes of the December, 2014 meeting were reviewed. Motion was made by Shirley and seconded by Nolan to approve the minutes as prepared. Motion carried unanimously.

**OLD BUSINESS**

Discussion on installing new Zenner meters.

Shirley made a motion to write a 100,000 gallon water storage agreement with West Daviess County Water. Jeremy 2<sup>nd</sup> motion and all approved.

**NEW BUSINESS**

Shirley made a motion to accept the 100,000 gallon water storage agreement with West Daviess County Water. Nolan 2<sup>nd</sup> motion and motion carried unanimously.

Shirley made a motion to pass along the rate increase from \$2.9346 per 1,000 gallons to \$3.1275 per 1,000 gallons from Henderson Water Utility to our customers. Chad 2<sup>nd</sup> motion and motion carried unanimously.

Shirley made motion to sign a 15 year contract with EMCOR to install new Zenner meter system. Jeremy 2<sup>nd</sup> motion and motion carried unanimously.

**ADJOURNMENT**

There being no further business to come before the meeting, motion was made by Shirley and 2<sup>nd</sup> by Jeremy to adjourn the meeting. Motion carried unanimously.

MINUTES OF THE  
BEECH GROVE WATER BOARD  
November 11, 2014

The Board of Beech Grove Water held its regular monthly meeting on November 11, 2014 at 7:00 p.m. at the Beech Grove Fire Dept. 445 Hwy 56 N Calhoun KY 42327

Present were President Tommy Conrad, Secretary-Treasurer Shirley Cheatham, Chad McMahon, Michael Wahl & Sheila Murphy.

President Tommy Conrad declared that a quorum was present and called the meeting to order.

No visitors were present.

**FINANCIAL REPORT:**

Motion was made by Shirley and seconded by Chad to approve the financial report as prepared. Motion carried unanimously.

**MINUTES REPORT:**

The Minutes of the October 14, 2014 meeting were reviewed. Motion was made by Shirley and seconded by Chad to approve the Minutes as prepared. Motion carried unanimously.

**OLD BUSINESS**

Purchase Water Adjustment to decrease customer's bills has been mailed to PSC

Requested another Storage Tank Deviation, which expires Nov 30 2014.

EMCOR still working on contract for new meters & zoning

City of Henderson water rate will change March 2015 from 2.9346 to 3.1275

Accounts at Independence Bank, has been changed . We now have full signer & authorized a signer

**NEW BUSINESS**

None

**ADJOURNMENT**

There being no further business to come before the meeting, motion was made by Shirley and seconded Jeremy to adjourn the meeting. Motion carried unanimously.



# **BEECH GROVE WATER SYSTEM**

## **Meeting**

**October 14, 2014**

Meeting called to order by Tommy Conrad

### **Financial report**

Checking -

Savings -

Motion by Shirley to accept financial report, 2nd by Jeremy, all approved

### **New Business**

The new water agreement with City of Henderson was signed by Tommy Conrad President & Shirley Cheatham Secretary – treasurer  
New starting rate will be 2.9346 per thousand gallons.  
This lowers the customer's bill 33 cent per 1,000 gallons.

Shirley made motion to have EMCOR write up contract for the Zenner auto read meters. After contract received board will read and then discuss contract to see if we should install the auto read system and zoning system. Jeremy 2<sup>nd</sup> the motion, all approved

Shirley made motion to have EMCOR to give us quote for new storage tank, 2<sup>nd</sup> by Jeremy, all approved

Shirley made motion to adjourn meeting, 2<sup>nd</sup> by Jeremy, all approved

### **Attendance:**

Tommy Conrad, Shirley Cheatham, Jeremy Rager, Michael Wahl & Sheila Murphy

# **BEECH GROVE WATER SYSTEM**

## **Agenda**

**August 12 2014**

Meeting called to order by Jeremy Rager - President

### **Financial report**

Checking -

Savings -

Shirley made motion to accept financial report, 2<sup>nd</sup> by Chad , all approved

### **Agenda**

Need discuss Zenner meter with auto readers mesh system

Need discuss charge to install 3" meter at mines

### **New Business**

None

### **ADJOURNMENT**

Motion by Jeremy to adjourn meeting, Nolan 2<sup>nd</sup> motion all approved 7pm

Attendance: Tommy Conrad, Shirley Cheatham, Jeremy Rager, Chad McMahon, Michael Wahl, and Sheila Murphy,

# **BEECH GROVE WATER SYSTEM**

## **Meeting**

**July 8 2014**

Meeting called to order by Tommy Conrad

### **Financial report**

Checking -  
Savings -

Shirley made motion to accept financial report, 2<sup>nd</sup> by Jeremy, all approved

### **Old Business**

EMCOR to presented cost of changing out meter & adding auto read system

Discussion on money for storage tank the deviation expires in November.

### **New Business**

Judge Kelly Thurman & Magistrate Matt Hayden is here to discuss if we can get money on the water storage tank. Judge Thurman said we were top of the list to receive coal severance money once the county started receiving the tax money.

Discuss Zenner changing to meters

Motion by Jeremy to adjourn meeting, Nolan 2<sup>nd</sup> motion all approved 7pm

Attendance: Tommy Conrad, Shirley Cheatham, Jeremy Rager, Chad McMahon, Michael Wahl, Sheila Murphy, Judge Kelly Thurman and Matt Hayden

# **BEECH GROVE WATER SYSTEM**

## **Meeting**

**June 24, 2014**

Meeting called to order by Called order by Tommy Conrad

### **Financial report**

Checking -

Savings -

Motion by Shirley to accept financial report 2<sup>nd</sup> by Nolan all approved

### **Old Business**

Discussed EMCOR Install Zenner meters

Dodge truck still at Joe's Transmission

### **New Business**

EMCOR made presentation changing out meter & adding auto read system. Spread sheets with cost provided with 10 or 15 year payment option. Motion By Shirley to table\ project until next meeting

Judge Kelly Thurman & Matt Hayden to be here at next meeting to discuss coal money

### **Attendance:**

Tommy Conrad , Shirley Cheatham, Jerney Rager, Nolan Clouse, Michael Wahl, Sheila Murphy, Deron Hawkins with EMCOR, Matt Steinkamp with Utility Sales

Motion by Jerney to adjourn meeting, 2<sup>nd</sup> by Nolan all approved

# **BEECH GROVE WATER SYSTEM**

## **Meeting**

**May 13, 2014**

Meeting called to order by Tommy Conrad 6pm

### **Financial report**

Checking -

Savings -

Shirley Made motion to accept financial report 2<sup>nd</sup> by Nolan all approved

### **Old Business**

Michael & Jeremy going tonight to the operator expo at Glendale KY

No update from EMCOR about radio read meters

Dodge truck still at Joe's Transmission

### **Meeting**

Discussed Carolyn Dickens bill she was asking for water adjustment @ her son Wade's trailer. His bill is 748.41 usages 132,850 gallons. Board agreed no adjustment not allow in tariff.

### **Attendance:**

Tommy Conrad, Shirley Cheatham, Jeremy Rager, Nolan Clouse, Chad McMahon  
Michael Wahl & Sheila Murphy

Motion by Jeremy to adjourn meeting, Nolan 2<sup>nd</sup> motion all approved 7pm

# **BEECH GROVE WATER SYSTEM**

**Meeting April 8, 2014**

Meeting called to order by Tomimy Conrad

## **Financial report**

Checking -  
Savings -

Motion made by Shirley to accept financial report, 2<sup>nd</sup> by Nolan, all approved

## **New Business**

Issue of Billy Woosley & Thomas Blackmon removing dirt over water main: advised water main must have 30" of dirt to cover main at all times.

Motion by Nolan to have Jeremy & Michael attend operator expo at Glendale KY on May 14. Motion 2<sup>nd</sup> by Shirley, motion passed

Motion by Shirley to have EMCOR construction make a presentation on installing Zenner radio read meter & billing system. 2<sup>nd</sup> By Jeremy motion passed

Shirley made motion to adjourn meeting, 2<sup>nd</sup> by Nolan, all approved

## **Attendance:**

Tommy Conrad, Shirley Cheatham, Jeremy Rager, Nolan Clouse, Chad McMahon  
Michael Wahl & Sheila Murphy

AFFP

LEGAL NOTICE REQUEST FOR PRO

**Affidavit of Publication**

STATE OF KY }  
COUNTY OF DAVIESS }

SS

Carla Renfrow, being duly sworn, says:

That she is Accounting Clerk of the Messenger- Inquirer, a daily newspaper of general circulation, printed and published in Owensboro, Daviess County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 22, 2014

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Carla Renfrow  
Accounting Clerk

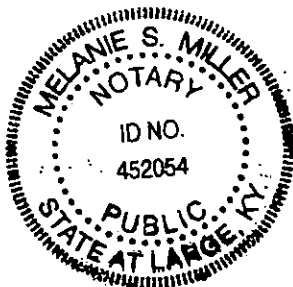
Subscribed to and sworn to me this 22nd day of August 2014.

Melanie Miller  
Melanie Miller, , Daviess County, KY

My commission expires: September 26, 2015

00055431 00380413

BEECH GROVE WATER SYSTEM LG  
445 HWY 56 N  
CALHOUN, KY 42322



LEGAL NOTICE

REQUEST FOR PROPOSALS / QUALIFICATIONS FOR A GUARANTEED SAVINGS CONTRACT

Notice is hereby given that The Community of Beech Grove, McLean County Kentucky will receive Request for Proposals for a Guaranteed Savings Contract until 11:00 a.m., September 19th, 2014, at The Beech Grove Water Office, located at 445 N HWY 56, Calhoun KY 42327. Please submit nine (9) hard copies and one electronic copy of responses. Selection of qualified provider will occur by the governing elected on OCT. 14th 2014. The meeting will be held at the Beech Grove Fire Department.

A GUARANTEED ENERGY SAVINGS AND FACILITY PROGRAM FOR THE COMMUNITY OF BEECH GROVE, KENTUCKY

The City's objectives in issuing this request for proposal is to provide a means in which to select a single qualified provider to perform the implementation of a guaranteed savings contract. The contract shall follow applicable Codes Kentucky General Assembly bills, HB-639 (1998), HB-264 (1996), and SB-157 governing Performance Contracting in the Commonwealth of Kentucky. Final selection will be made in accordance with the policies and administrative directive of The Community of Beech Grove, McLean County Kentucky.

The qualified provider to whom the work is awarded shall conform to the prevailing wage rates for this area. The qualified provider will be required to submit a performance bond to ensure the qualified provider's faithful performance of their obligations over the term of the guaranteed savings contract. To receive a copy of the Request for Proposals, please contact: Sheila Murphy 445 HWY 56 N. Calhoun, KY 42327. 270-273-5738 (Fax) 270-273-5770

Any and all questions will be submitted in writing to Ms. Murphy. Contacting elected officials or CITY Staff will result in companies' elimination from consideration on this project. Email is the preferred method for communication.

The Community of Beech Grove Kentucky reserves the right to accept the Request for Proposal that, in its opinion, best serves the interests of the Community.

**REQUEST FOR PROPOSAL (RFP)  
FOR AN  
ENERGY PERFORMANCE CONTRACTING PROJECT**

**Issued by:** *The Community of Beech, Mclean County Grove Kentucky*

*The Community of Beech Grove, Mclean County Kentucky (hereinafter referred to as the City) is seeking specific proposals from interested Qualified Energy Services Companies (ESCOs) which are capable of providing comprehensive infrastructure and energy-related capital improvement services.*

**CITY CONTACT** *The following will be the sole City contact for all interested ESCOs. Any attempt to contact any other City employee or any outside companies/ agencies regarding this process will be grounds for disqualification. All questions will be submitted in writing or via an electronic media to the following contact. Any verbal questions will not be responded to.*

Sheila Murphy  
445 HWY 56 N  
Calhoun, KY 42327  
270-273-5738  
(Fax) 270-273-5770

**PROJECT OVERVIEW**

The City is interested in contracting for facility energy savings and facility infrastructure improvements for the following City inventory:

- Water Infrastructure
- Other infrastructure as necessary

These services and improvements are to be delivered on a Performance Contracting Basis per Codes Kentucky General Assembly bills, HB-639 (1998), HB-264 (1996), and SB-157. The City reserves the right to add additional scope of work, additional facilities, or phases. This will be negotiated with the successful ESCO.

The City's objective in issuing this Request for Proposal is to provide a competitive means in which to select a single provider to provide solutions regarding water infrastructure improvements. The City may elect to implement further improvement measures pursuant to the final contract. The work to be included in the contract may include upgrades to, or replacement of equipment. This work may include but will not be limited to the following systems: Water infrastructure improvements, and other unique and beneficial technologies as identified by the selected ESCO throughout City owned facilities and sites.

**OVERVIEW OF TERMS AND CONDITIONS**

**Contract Term** The duration of the contract will be mutually determined between the ESCO and the City based on authorizing legislation, final project scope, and financial factors. No contract shall exceed 20 years in duration as guidelines specified in Commonwealth Statutes relating to Guaranteed Energy Savings Projects.

**Guarantee** The project must result in a guaranteed minimum **annual** energy and O&M savings guarantee as well as defined levels of occupant convenience, incorporate Measurement and Verification (M&V) services, and training. Optional maintenance services may be considered.



## PROCUREMENT PROCESS

The evaluation and selection of an ESCO will follow the process as described. The negotiation of final contract scope, financial structuring, and procurement of services will be finalized with the selected ESCO.

***RFP responses must be submitted by 11:00am (Central time) on  
September 19, 2014***

**Submission of Written Proposals** ESCOs interested in providing the services requested, must submit a written response detailing their approach, answering all questions, providing a detailed scope of work, Financial performance for this project and providing all required information by the date specified above. ***NO EXTENSIONS WILL BE GRANTED OR DISCUSSED.*** All submissions become the property of the City and will not be returned to the ESCO. All costs associated with submission preparation will be the responsibility of the submitting ESCO and will not be reimbursed by the City.

**Proposal Review and Selection of Finalists** The City will establish a Selection Committee made up of City representatives to review and evaluate the ESCOs written responses to this RFP in accordance with the evaluation criteria identified in Part II of this document. The City intends to select one (1) authorized provider to implement this project.

***The City reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the City to do so.***

To aid ESCOs in their response to this RFP, the following items are included:

- PART I: PROPOSED PROJECT SCHEDULE
- PART II: EVALUATION CRITERIA
- PART III: CONTRACT TERMS AND CONDITIONS
- PART IV: INSTRUCTIONS TO PROPOSERS

## **PART I**

### **PROPOSED PROJECT SCHEDULE**

The following is the proposed project schedule and may be adjusted as necessary at the discretion of the City.

ACTIVITY	DATE
Issue RFP	August 19 <sup>th</sup> 2014
Site Visits if requested by potential respondent	September 10 <sup>th</sup> , 2014
RFP Responses Due	September 19 <sup>th</sup> , 2014
ESCO Selection Begin Project Development Activities	October 14 <sup>th</sup> , 2014

Project Development Concluded and Final Proposal submitted for Review and Approval by City	Negotiated with selected provider
Award Contract Target Date	TBD
Required Project Completion	TBD

## **PART II**

### **EVALUATION CRITERIA**

**Evaluation of RFP Responses** The City will review all responses submitted by the due date and time and determine which ESCO to select on the basis of the responses. Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. Responses to the information requested below along with the proposed project for facility energy savings and facility infrastructure improvements for the identified building inventory will be used in the evaluation of the RFP submittals along with client references, as well as finalist ESCO responses during oral interviews, as appropriate.

#### **A. Business and Financial Qualifications**

The experience, credentials, expertise and financial strength of the ESCO selected to work with the City is extremely important. Information related to the following items must be provided in your written response per instructions in PART IV and will be useful in assessing the Business and Financial Qualifications of the respondents to this RFP.

1. Specific information about the Business Unit (the specific branch, division, or office responding to this RFP only), project team and management dedicated to ensuring project performance as well as the ESCO will be evaluated. Inclusion of information or projects performed or developed outside of responding branch or office will not be considered.
2. Minimum working experience of ten (10) years in Performance Contracting.
3. Financial viability of ESCO to provide technical resources and financial guarantees.
4. Provider should have ability to provide complete turnkey project. Design, Financing, Installation, and Measurement & Verification

#### **B. Personnel Qualifications**

The experience, credentials, and expertise of the project team of the specific branch, division, or office responding to this RFP will be evaluated. Information related to the following items must be provided in your written response per instructions in PART IV and will be useful in assessing the Personnel Qualifications.

1. Quality of personnel assigned to this project and degree of pertinent experience.
2. Professional Engineer currently licensed in the State of Kentucky as the Engineer of the ESCOs Project Design Team. Engineer must be a direct employee of the responding ESCO.
3. Minimum of one (1) Certified Measurement and Verification Professional located in responding ESCO office responsible for M & V reporting. Discuss level of involvement of this person in project implementation.
4. The Project Design Team assigned to this project must have at a minimum one (1) Certified

Energy Manager (CEM) participating in the design of this project.

5. Describe the dedicated staff and their role in retro-commissioning and commissioning of this project.

### C. Project Development and Management

The approach to developing and managing all aspects of the project will be evaluated to determine which respondent is deemed best suited for this project. Information related to the following items must be provided in your written response per instructions in PART IV and will be useful in assessing each ESCO's capabilities and effectiveness with respect to Project Development and Management.

1. Comprehensiveness and rationale of project management plan based on:
  - Approach to project management, including staffing and contractor oversight
  - Willingness to consider all aspects to the City's infrastructure improvements.
  - Retro-commissioning of infrastructure.
2. Indicate the plan to complete all project phases from development through implementation in a manner that does not unnecessarily disrupt the daily routine or process of the City or city employees.
3. Method employed to establish baseline energy use in individual buildings and facilities.
4. Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed.
5. Support to investigate any available grants, stimulus, or any other project supporting financial resources should be presented and/or described.
6. Investigate all renewable energy savings potential.

### D. Prior Project Performance

Each ESCO's project experience will be evaluated. Familiarity with municipal projects in communities large, medium and small will be taken into account. Information related to the following items must be provided in your written response per instructions in PART IV and will be useful in assessing each ESCO's project history, experience and past performance.

1. Experience taking responsibility for the full range of roles in water infrastructure for this project (e.g. identification and analysis of ECMs, design, installation, operation, training, financing, savings verification, etc.)
2. Performance on prior projects including data on projecting, achieving, documenting, and verifying energy savings in order to ascertain accuracy of projections.
3. The ESCO shall submit at least three (3) public sector/ Municipal references that have previously entered into Guaranteed Energy Savings Contracts directly with the successful ESCO. These references should be by responding branch only. Reference from outside offices or Corporate reference will not be accepted.

### E. Financial Consideration and Net Economic Impact

The City desires to work with an ESCO that is not only deemed the best choice with respect to all preceding criteria, but one that also can provide a project which represents attractive financial results with a positive net economic impact. Information related to the following items must be provided in your written response per instructions in PART IV and will be useful in assessing each ESCO with respect to financial considerations.

1. Total turnkey project to include: project development, design, implementation, Project Management, financing, Measurement and Verification, and training. ***An all inclusive, fixed price for the proposed project, with respect to the suggested and defined scope, will be required.***

***Explanations of how your firm will address the following will be important:***

- Utilization of local skilled trades as available
  - Equipment selection and evaluation
  - Financing approach that yields greatest benefit to the city
  - Open Book Pricing to be implemented
  - Manner of Self Performance of installation. Identify all aspects which will be Self-Performed by the ESCO directly.
  - Self-performing of project installation
2. Preferences will be given to the proposal that responsibly maximizes the net economic benefit to the City and that responsibly minimizes the risk to the City.
  3. The costs for annual Measurement & Verification on an on-going basis must be revealed within the RFP. This will include an explanation of the City's ability to restructure or terminate the services if so desired.
  4. Cash flow analysis must include both costs and identified savings. Financing arrangements and assumptions should be clearly identified.
  5. Describe the ESCO's approach to project financing and how it benefits the City.
  6. Provide a project pricing and performa for suggested City Project to include all Financing, project pricing, Energy Savings Guaranteed from this installation.
  7. Provide a breakdown of ESCO vs subcontractor involvement. Include the percentage of each.

### **PART III**

#### **CONTRACT TERMS AND CONDITIONS**

The following information is provided so responding ESCOs have the opportunity to consider the City's expectations with respect to the minimum acceptable contract terms and conditions which include:

##### **1. Technical Requirements**

**Standards of Comfort and Service** The ESCO will be responsible for assuring that the levels of comfort and or operation for each area will be maintained as specified by the City both during construction and post construction.

**Professional Engineer Involvement** The ESCO's on staff, Kentucky Registered Professional Engineer, will be responsible for review, design, and approval of design work done under this contract. The successful ESCO will also be responsible for working with additional City designated Engineering resources required by the city. This to include all financial, coordination, approval and implementation needed to complete this project.

**Construction Management** The successful ESCO will be required to work with current City designated Water Utility department management and City personnel in order to coordinate construction and provide appropriate training in operations and maintenance of all installed improvements. No equipment or other improvements will be installed or proposed that would require the City to hire additional personnel unless contract negotiations produce an explicit exemption for a specific installation. Maintenance responsibilities shall be retained by the City but at their discretion they can negotiate for maintenance services with the selected ESCO.

**O & M Manuals & Training** At least three (3) operation and maintenance manuals will be provided for all equipment replacements and/or upgrades. Manuals are subject to approval of the City. Training will be completed for all aspects of this project. The ESCO will be responsible to digitally video record all live training sessions and provide one (1) copy of these sessions to the City. Subcontractors to the ESCO providing equipment and systems will be required to permit such recordings during training sessions held in City owned facilities.

**As-Built Drawings** Where applicable, the ESCO must provide reproducible, stamped "as built" drawings (or such electronic equivalents as may be agreed to with The City) of all existing and modified conditions associated with the project, and conforming to typical engineering standards. These should include architectural, mechanical, electrical, structural, and control drawings as appropriate and operating manuals within 45 days of completed project installation. All as-builts must be stamped by a Commonwealth of Kentucky Certified Project Engineer.

**Follow-up Maintenance, Monitoring and Training Services** The ESCO will be responsible for Measurement and Verification (M&V) of implemented measures to ensure optimal performance throughout the term of the contract. However, the City has the option to negotiate the extent of any contracted on-going M&V service contract. The International Measurement and Verification Protocol (latest version) will be used for verification purposes. The ESCO will have a minimum of one (1) Certified Measurement and Verification Personnel on local staff. Supporting documentation of certification and location of the ESCO's M&V staff will be required.

**City Energy Improvement Projects** The City reserves the right to make other necessary improvements to the infrastructure and to negotiate adjustments to the savings measurement and verification methodology to account for such improvements.

## **2. Minimum Contract Provisions**

**Guaranteed Savings** The City requires a minimum annual guaranteed level of energy savings approach to the project that is equal to or greater the contract obligation. If the project does not generate the guaranteed level of savings in any given year, the ESCO will be responsible for reimbursing the City the amount of any shortfall on a yearly basis.

**Proposal Submissions** The contents of the successful ESCO's RFP and the final proposed project including ECM measures agreed upon will become part of any final agreement between the City and the ESCO.

**Project Schedule** The successful ESCO must provide a final schedule of project milestones including construction, performance commissioning, training, project close out and warranty dates and provisions that will become part of any final contract.

**City Inspection** The City retains the right to have its representative(s) inspect the site during the design and implementation phases of the project, and to attend relevant on-site or off-site meetings of the ESCO and/or its subcontractors. The City will have the right to inspect, test, and approve the materials and work to be performed in the facilities during construction and operation.

**Final Approval of The City** The City retains final approval over the scope of work and all end-use conditions, equipment, and sub contract labor.

**Ownership of Drawings, Reports and Materials** All drawings, reports, and materials prepared by the ESCO specifically in performance of this contract shall become the property of the City and will be delivered to the City as needed, requested, or upon completion of construction.

**Compliance** All work completed under this contract must be in compliance with all applicable federal, state, local laws, rules and regulations including all building codes and appropriate accreditation, certification, and licensing standards. Work must be in accordance with sound engineering and safety practices, be installed in a workman-like manner, and be in compliance with all city, state, and federal regulations relative to the premises. The ESCO and its subcontractors will be responsible for obtaining

any and all required governmental permits, consents and authorizations, and for payment of any and all state and city required taxes and fees which result from this contract.

**Handling of Hazardous Materials** All work completed under this contract must be in compliance with all applicable federal, state, and local laws, rules and regulations regarding waste disposal and treatment/disposal of any hazardous materials that could result from this project. Work must also be in accordance with sound engineering and safety practices, and in compliance with all city, state, and federal regulations relative to the premises. Work must also comply with all State and federal standards pertaining to Drinking water safety.

**Methodology to Adjust for Material Changes** The contract must contain a mutually acceptable clause whereby unanticipated changes in facility use, occupancy, schedule and/or utility rates can be accommodated in a fair manner agreeable to both parties.

**Hiring and Wage Requirements** The successful ESCO will comply with all requirements for the payment of prevailing wages. The successful ESCO must comply with the requirements of the Federal Davis-Bacon Act and document that appropriate wages are paid for this construction project.

**Subcontractor Approval** The City retains the right to approve any ESCO selected subcontractor prior to its commencement of work on this project. Names and qualifications of proposed subcontractors must be submitted in the ESCO RFP response.

**Bonding and Insurance Requirements** Each ESCO shall submit the following in their response:

*Each respondent shall show proof of individual project and aggregate capacities equal or greater to the following:*

*Individual Bonding capacity equal to or greater than \$ 200,000,000.00*

*Aggregate Bonding capacity equal to or greater than \$50,000,000.00*

**Annual Reconciliation** Project savings will be verified and reconciled on an annual basis. ESCO will provide timely savings reports to the City on an annual basis, unless otherwise agreed to by the parties.

**Contract Term** No contract term shall exceed twenty (20) years in duration and may be subject to annual appropriations.

**Dispute Resolution** The contract will contain an Alternative Dispute Resolution provision.

**Questions:** All questions shall be submitted in writing to the designated City representative only. No verbal questions will be responded to nor will responses from any other party associated with the city or this potential project. Attempts to circumvent this process will be grounds for removal from consideration.

## **RT IV**

### **INSTRUCTIONS TO PROPOSERS**

All RFP specific responses must be structured and organized to address the following in order as prescribed. Failure to complete any question in whole or in part, or any deliberate attempt by the proposer to mislead the City, may be used as grounds to find the proposing ESCO ineligible. Each ESCO is required to fully answer all questions in each category as listed below. Provide all responses on 8 1/2" x 11" sheets of paper and number and title each answer to the corresponding category. Font size should be no smaller than 11 point. All pages in your response should be numbered sequentially by section. ESCOs must

also include a Table of Contents which indicates the section and page numbers corresponding to the information included. All information must be specific to responding branch or office. Information from projects not performed by responding branch or General Corporate information should not be referenced.

#### **PROPOSAL SUBMITTAL INSTRUCTIONS and INFORMATION**

ESCOs who wish to have proposals considered by the City must submit nine (9) hard copies and one (1) electronic copy (CD) of their response to all requested material and information by the specified date and time to the following address:

Sheila Murphy  
445 HWY 56 N  
Calhoun, KY 42327  
270-273-5738  
(Fax) 270-273-5770

RFPs must be submitted by 11:00am (Central time) on September 19th, 2014 at the Community Facility.

#### **Section 1. ESCO PROFILE AND QUALIFICATIONS**

All questions must be addressed by and reference to the ESCO's responding office in order for their response to be deemed responsive and complete. Failure to answer any question or to provide all previously requested and required information, or to comply with any directive contained herein may be used by the City as grounds to find the ESCO ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

##### **A. ESCO Profile**

###### **A-1 ESCO Name**

List the ESCO's name, address, including city, state, county and zip code. Please specify the responding office for this project.

###### **A-2 Contacts**

Provide the name, title, and phone numbers for two contact people assigned to this project.

###### **A-3 Identification Numbers**

Provide the ESCO's State of Kentucky business identification number and Federal Employer Identification Number.

###### **A-4 Year Firm was Established**

Indicate the year the firm was established.

###### **A-5 Name and Address of Parent Company: (if applicable)**

Indicate whether the response is being submitted on behalf of a Parent Company (List any Division or Branch Offices to be involved in this project); Division (attach separate list if more than one is to be included); Subsidiary; or Branch Office. Include the name, address, city, state, and zip code.

**A-6 Self Performance of installation**

Describe to what extent your company will perform the installation of this project in detail. It is important for the city to understand the levels of work provided for the cost of project. Please Identify all Subcontractors ( Name, Address, Contact, and phone number) and percent of involvement in the project for each Subcontractor.

**A-7 Minority Business Information**

Please summarize how you will accommodate MBE &WBE participation.

**A-8 Ten Year Summary**

Provide a ten (10) year summary of contract values for Energy Performance Contracting Projects.

2014	\$ _____	2009	\$ _____
2013	\$ _____	2008	\$ _____
2012	\$ _____	2007	\$ _____
2011	\$ _____	2006	\$ _____
2010	\$ _____	2005	\$ _____

**A-9 Self-Performing of Installation**

Please provide in detail how your company will be performing the installation of this project. Provide the percentage, scope of participation, and the name of any Subcontractor your company will be using in all aspect of the project not limited to Engineering, design, installation and follow-up tracking of savings.

**A-10 Corporate Data**

Indicate how many years your firm has been in business under its present business name.

Provide the total number of employees of the responding branch only. Please identify the number of personnel or resources that are capable of supporting this project in the responding branch office.

Identify all states in which your firm is legally qualified to do business.

Identify your firm's legal counsel for this project.

Give the name and address of the primary individual responsible for contract negotiation as well as all persons with authority for contract execution. This person should reside in responding branch.

**B. Financials**

Provide three (3) full years audited financials for responding ESCO. Please indicate weather these



financials are for a Corporate company.

### **C. Technical Qualifications**

Provide an overview of all Guaranteed Energy Savings Contracting Projects that have been managed directly by the specific branch, division, or office responding to this RFP ONLY. Indicate the installed project cost value, Energy Savings, and Brief overview of Project and identify the total all projects currently in repayment by the whole company.

### **D. Personnel Qualifications**

Briefly describe the relevant experience, qualifications and educational background for those team members (no more than 10 individuals) who will be directly responsible for design and implementation of this project. Please include individual resumes as attachments for review. All members should reside in responding branch, Corporate or regional support will not be accepted, please indicate location of each respondent.

#### **Project Team Member**

Name  
Current Job Title  
Job responsibilities  
Number of years in Energy Savings  
Primary Office Location  
Certifications

#### **Employment History**

Company Name  
Primary job responsibilities  
Number of years with firm

#### **Educational Background**

List all academic degrees, certifications, professional affiliations, relevant publications, and technical training

#### **Performance Contracting**

List all energy performance contracting projects for this individual has been involved with during the past five (5) years. Include project location, type of facilities, year implemented, and dollar value of installed project costs.

Describe the specific role and responsibilities this individual had for each listed project.

Provide a detailed description of the role and responsibilities this individual will have for the duration of this project.

Describe any other relevant technical experience or certifications.

Indicate the total years of relevant energy-related experience for this individual.

### **E. Energy Performance Contracting Project History and Client References**

## **PROJECT HISTORY**

List **four (4) LOCAL municipal** projects completed by the responding ESCO Utilizing the following table other forms will not be accepted:

1. Project Name	2. Project Value (\$)	3. Guaranteed Savings (\$)	4. ECM Measures Completed

## **CLIENT REFERENCES**

Provide references for at least **four (4)** energy performance contracting projects performed **by the specific branch/office responding to this RFP only** that are completed or in process for **municipal customers only**. Attach additional sheets as necessary.

**All information requested is required.**

Project Name and Location

Contact Name and Phone Number

(Note: Provide CURRENT and ACCURATE information for the owner(s)' representatives with whom your firm did business on this project. You should ensure that all representatives are familiar with this project.)

Number of Buildings

Total Square Footage

Project Dollar Amount (Installed Project Costs)

Source of Project Financing

Primary ECM's Installed ESCO Services Provided

Construction Start & End Dates

Contract Start & End Dates

Guaranteed Energy Savings (Dollars)

Dollar Value and Type of Annual Operational Cost Savings (if applicable.... e.g. Outside Maintenance Contracts, Material Savings, etc.)

Method(s) of Savings Measurement and Verification

Additional information or Client Testimonials pertinent to the project listed.

## **Section 2. Approach to Project**

#### **E. Measurement and Verification**

Describe the methods you expect to use to compute baseline energy use for this project. Describe any modeling programs used by your firm to establish baseline consumption. Describe factors that would necessitate a baseline adjustment. Describe the methods you will use to adjust the guaranteed level of savings from any material changes that occur due to such factors as weather, occupancy, facility use changes, etc.

#### **F. Energy and Cost Savings**

Summarize procedures, formulas and methodologies including any special metering or equipment your firm will use to measure and calculate energy savings for this project. Indicate how your firm identifies, documents, and measures operational cost savings opportunities. Describe your firm's proposed approach to the treatment of savings achieved during construction and how those savings will be documented and verified. Describe your firm's history with the use of the International Measurement and Verification Protocol method of verification.

#### **G. Construction Management and Self Performance**

Describe how your firm would work with current City Engineering Resources, Utility Department Management and maintenance personnel in order to coordinate construction and avoid conflicts with the city's operation and use in areas of improvement. Demonstrate how your firm will perform the installation. For each ECM please in detail describe whether your firm will perform the installation or will utilize a subcontractor for this purpose. If utilizing a Subcontractor please identify Contractor to be used and percentage of utilization.

#### **H. Approach to Equipment Maintenance**

Describe any major changes in operations or maintenance for this project that your company anticipates. Include a description of the types of maintenance services that may be proposed for this project. Address how you would approach the role of the City's personnel in performing maintenance on the new and existing equipment. Discuss the relationship of maintenance services to the savings guarantee and what impact termination of maintenance prior to the end of the contract term would have on the savings guarantee. **No Mandatory Service Contracts** will be accepted by the City.

#### **I. No Change Order Guarantee**

The qualified provider must include a statement in their proposal and subsequent contract that clarifies that the provider takes sole responsibility for all work required to properly implement the scope of work, unless a portion of the required work is specifically excluded from their proposal. The provider shall cover all costs associated with work omitted from their proposal and/ or contract that are required for complete and properly functioning systems including all unforeseen work. The only exception to this requirement is in the instance where additional scope is requested by the City. Proposals excluding any required work may be rejected and proposals that do not include a "no change order guarantee" adhering to the aforementioned requirements shall be rejected without further consideration.

#### **J. Utilization of Local Skilled Trades**

Identify your approach to utilizing local skilled trades. Describe your approach, what trades will be

utilized, and your selection process for these subcontractors.

END -

**G & C****SUPPLY CO., Inc.**WATER, SEWER & GAS DIVISION  
SIGNS & SAFETY DIVISION

P.O. Drawer 459—1105 Hwy 77

Atwood, TN 38220

(731)662-7193 or (800)238-3836

Fax: (731)662-7219

**INVOICE**

INVOICE	
6530563	
Invoice Date	Page
2/28/2014 13:06:57	1 of 1
ORDER NUMBER	
1549599	

**Bill To:**BEECH GROVE WATER SYSTEM  
445 STATE ROUTE 56 N  
CALHOUN, KY 42327**Ship To:**BEECH GROVE WATER SYSTEM  
445 HIGHWAY 56 NORTH  
CALHOUN, KY 42327

Customer ID: 1036

PO Number			Term Description	Net Due Date	Disc Due Date	Discount Amount	
			Net 30	3/30/2014	3/30/2014	0.00	
Order Date	Pick Ticket No	Primary Salesrep Name			Taker		
2/25/2014 13:33:20	3553847	Jeff Wallace			NBRYANT,		
Quantities			Status Key	Item ID Item Description	Unit	Unit Price	Extended Price
Ordered	Shipped	Remaining	B = Backorder D = Direct C = Canceled P = In Production				

Delivery Instructions: \*\*\*CALL DAY BEFORE\*\*\*

Carrier: SALESMEN

Tracking #:

4	4	0	PMN07US-PB-1	EA	95.0000	380.00
			1 ZENNER MULTI-JET METER - USG			
			POLY TOP, BRONZE BOTTOM SERIAL#			

Total Lines: 1

**SUB-TOTAL:** 380.00**TAX:** 0.00**AMOUNT DUE:** 380.00

Thank You!! We Really Appreciate Your Business! FED. I. D. 620912993

To Better Serve You - We Now Accept Visa, MasterCard, American Express, Discover and Debit Cards

ORIGINAL

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.

**G & C****SUPPLY CO., Inc.**WATER, SEWER & GAS SUPPLIES  
SIGN & SAFETY SUPPLIESP.O. Drawer 459 - 1105 State Route 77  
Atwood, TN 38220  
(731) 662-7193 or (800) 238-3836**INVOICE**

INVOICE	
6561893	
Invoice Date	Page
12/16/2014 13:24:52	1 of 1
ORDER NUMBER	
1582165	

**Bill To:**BEECH GROVE WATER SYSTEM  
445 STATE ROUTE 56 N  
CALHOUN, KY 42327**Ship To:**BEECH GROVE WATER SYSTEM  
445 HIGHWAY 56 NORTH  
CALHOUN, KY 42327

Customer ID: 1036

PO Number			Term Description	Net Due Date	Disc Due Date	Discount Amount	
			Net 30	1/15/2015	1/15/2015	0.00	
Order Date	Pick Ticket No	Primary Salesrep Name			Taker		
12/8/2014 14:18:07	3587550	Jeff Wallace			NBRYANT		
Quantities			Status Key B = Backorder D = Direct C = Canceled P = In Production	Item ID Item Description	Unit	Unit Price	Extended Price
Ordered	Shipped	Remaining					

Delivery Instructions: \*\*\*CALL DAY BEFORE\*\*\*

Carrier: OUR TRUCK

Tracking #: T.HUDGINS 12-10-14

4	1	3	B	PMN07US-PB-1	EA	95.0000	95.00
1 ZENNER MULTI-JET METER - USG POLY TOP, BRONZE BOTTOM SERIAL#							
10	10	0		PMN02US-PP-0607	EA	45.0000	450.00
5/8 X 3/4 ZENNER MULTI-JET METER - USG POLY TOP, POLY BOTTOM SERIAL#							

Total Lines: 2

**SUB-TOTAL:** 545.00**TAX:** 0.00**AMOUNT DUE:** 545.00

Thank You!! We Really Appreciate Your Business! FED. I. D. 620912993

To Better Serve You - We Now Accept Visa, MasterCard, American Express, Discover and Debit Cards

ORIGINAL

All returns may be subject to a manufacturers re-stocking charge. All custom or non-stock items are non-returnable.





 Delete
  Move
  Spam
  Collapse
  Expand
 

## People

May 1, 2013

Nick Bryant  
G & C Supply Co., Inc.  
[nbryant@gcsupplyco.com](mailto:nbryant@gcsupplyco.com)

View Download 

May 1, 2013

I received your quotes. I will present them to the board May 8th

**Sheila Murphy**

**From:** Nick Bryant <nbryant@gcsupplyco.com>  
**To:** beechgrovewaters@bellsouth.net  
**Sent:** Wed, May 1, 2013 10:15:34 AM  
**Subject:**

BEECH GROVE WATER SYSTEM  
BEECH GROVE WATER SYSTEM

Nick Bryant  
G & C Supply Co., Inc.  
[nbryant@gcsupplyco.com](mailto:nbryant@gcsupplyco.com)

Reply, Reply All or Forward | More

Click to reply all

សេចក្តី



# ZENNER PERFORMANCE

All that counts.

Beach Grove KY AMR

Customer: Beach Grove, KY  
Billing Address:  
City/State/Zip:  
Ship to Address:  
City/State/Zip:  
Phone:  
Email:

Salesman: Dan Devane  
Attn:  
Subject:  
PO:  
Ship VIA:  
FFA:

## Sales Quote

Date: 8-Jun-15 Multiplier

Accept Partial Shipments:

Section	Meter Type	Meter Size	Register Units	Register Options	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
1.1	Positive Displacement (PPD)	5/8" X 3/4" (02)	USG (US)		100	\$86.12	\$8,612.00		
Section	Register/ETR Options	Register Shroud	Register Lid	Bottom Type	Part Number	Notes			
1.1	5' Bare wire (E)	Composite (P)	Composite (P)	Bronze (B)	PPO02UGEPB				
Section	Fire Hydrant Meter	Handle Options	Registration	Inlet Connection	Qty	Unit Price	Extended Price	Annual Maintenance	List Price
Section	Outlet Connection	FHM Add-ons							
Section	Description				Qty	Unit Price	Extended Price	Annual Maintenance	List Price
2	Flanges/Gaskets/Bolts/Kits						\$0.00	\$0.00	
3	Radio Interface Units						\$10,500.00	\$0.00	
3.1	Stealth 2 w/18" Bare Wire (ST2BW) "Stealth 2 Bare Wire"			100 to 999 unit price	100	\$105.00	\$10,500.00		\$133.00
4	System Interface Development						\$3,500.00	\$0.00	
4.1	Billing Interface			Utility Must have a	1	\$3,500.00	\$3,500.00		
5	Handheld/Mobile/Probe						\$5,740.00	\$1,178.00	
5.1	Stealth Handheld Unit w/Cradle IGI				1	\$2,240.00	\$2,240.00	\$336.00	\$2,800.00
5.2	Stealth Mobile Unit w/Antenna IGI			Utility provides a	1	\$3,500.00	\$3,500.00	\$840.00	\$7,000.00
6	AMR Hardware						\$0.00	\$0.00	
7	Software						\$2,500.00	\$500.00	\$3,500.00
7.1	Stealth Command Mobile Software				1	\$2,500.00	\$2,500.00	\$500.00	\$3,500.00
8	Project Management Installation/Training					\$3,500.00	\$0.00	\$0.00	
9	Accessories and other items						\$453.00	\$0.00	
9.1	Stealth pt install kit				100	\$2.03	\$203.00		
9.2	Stealth Lid Lock with Extension				100	\$4.50	\$450.00		
10	Hydrant Meter Accessories						\$0.00	\$0.00	
Total System Cost and Annual Maintenance							\$29,503.00	\$1,678.00	

Note: This sales order/sales quote is subject to terms of the Zenner Performance Meters License and Maintenance Agreement. All prices are valid for ninety (90) days unless otherwise extended in writing.  
Payment Terms are Net 30.

Shipping: All shipping is FOB Zenner Performance Meter's office in Banning, California.

Sales Order/Sales Quote Accepted:

Authorized Signature: Dan Devane Date: 6-6-15  
Signature

End of Document



CONSTRUCTION SITE SERVICES, LLC

8-26-13

dba - CSS PIPE &amp; METER -- HARTFORD

552 SR 69 - NORTH

P. O. BOX 83

HARTFORD, KY 42347

INVOICE NO.

36213

REMIT TO :

DATE

CONSTRUCTION SITE SERVICES, LLC  
dba - CSSPIPE & METER - HARTFORD ACCOUNTS  
P.O. BOX 83 (DO NOT REMIT TO PHYSICAL ADDRESS)  
HARTFORD, KY 42347

8/15/2013

OFFICE-270-298-4545 - / - FAX-270-298-4363

**Bill To:** Beech Grove Water System  
445 Highway 56 N  
Calhoun KY 42327**Ship To:** Beech Grove Water System, Inc.  
Back of Volunteer Fire Dept.  
445 Hwy 56 North  
Calhoun, KY 42327  
FOR UPS, USE CALHOUN, KY

S.O. No.	P.O. Number	Terms	Due Date	Account #	Ship Date	Via	F.O.B.
39962	Michael 8.12	Net 20	9/4/2013		8/14/2013	CSS-JA/Van	

QTY	ITEM #/DESCRIPTION	UNIT\$	\$AMT / EXT
	Ordered by Michael w/KW 8.12.13 2:35pm		
36	>> Master Meter, Inc. Cold Water Meter - 5/8x3/4 Multi Jet, NO LEAD, AWWA C708 spec.. Direct Read, No Lead Bronze Case, Bottom Load w/Plastic bottom, read in 10 U.S. Gallons, 7-1/2" Long, rated at 20 GPM intermittent flow. 1/4 GPM-low flow, 15 GPM - continuous flow (PLEASE NOTE: YOUR TEST RESULTS ARE UNDER THE METER REGISTER LID - 2 REUSABLE STICKERS)	51.50	1,854.00
4	NO LEAD/MASTER METER - 1" Bottom Load Multi-Jet Water meter in USG. No Lead, bronze bottom, plastic top (11" long) 3/4 - 50 GPM,	150.64	602.56

CSS HARTFORD AND CSS PADUCAH PAYMENTS SHOULD BE MADE SEPARATELY. Payment terms NET/20 Unless otherwise shown above. Past-due accounts are subject to 1-1/2% finance charge from due date which equates to 18% per annum. Payment by VISA--after invoice mailing-- shall be subject to a 3% service fee. Warranties are limited to those provided by our manufacturers. Returns may be allowed with proper written authorization and may be subject to restocking, handling, and or freight charges. All sales are taxable without supplied exemption. CSS-Hartford Phone #'s are 270-298-4545 (office) and 270-298-4363 (fax)  
THANK YOU FOR YOUR BUSINESS!

Sub-total

\$2,456.56

Sales Tax (0.0%)

\$0.00

**TOTAL DUE****\$2,456.56**

**CONSTRUCTION SITE SERVICES, LLC****dba - CSS PIPE & METER -- HARTFORD****552 SR 69 - NORTH****P. O. BOX 83****HARTFORD, KY 42347**

9-4-2013

INVOICE NO.	36495
REMIT TO :	DATE
CONSTRUCTION SITE SERVICES, LLC dba - CSSPIPE & METER - HARTFORD ACCOUNTS P.O. BOX 83 (DO NOT REMIT TO PHYSICAL ADDRESS) HARTFORD, KY 42347	8/30/2013
OFFICE-270-298-4545 - / - FAX-270-298-4363	

**Bill To:** Beech Grove Water System  
445 Highway 56 N  
Calhoun KY 42327**Ship To:** WILL CALL  
Picked up by Michael 8.28

S.O. No.	P.O. Number	Terms	Due Date	Account #	Ship Date	Via	F.O.B.
40163	Sheila 8.27	Net 20	9/19/2013		8/28/2013	Will Call	

QTY	ITEM #/DESCRIPTION	UNITS	\$AMT / EXT
	Ordered by SHEILA w/KW 8.27.13 3:40pm		
48	>> Master Meter, Inc. Cold Water Meter - 5/8x3/4 Multi Jet, NO LEAD, AWWA C708 spec., Direct Read, No Lead Bronze Case, Bottom Load w/Plastic bottom, read in 10 U.S. Gallons, 7-1/2" Long, rated at 20 GPM intermittent flow, 1/4 GPM-low flow, 15 GPM - continuous flow (PLEASE NOTE: YOUR TEST RESULTS ARE UNDER THE METER REGISTER LID - 2 REUSABLE STICKERS) Ordered 36 8.27.13, increased by 12 more 8.28.13	51.50	2,472.00
100	>> (Per 100 count bag) Usual GT-114 5/8x3/4 x 1/8" thick rubber meter gasket for water service only (sold each but bagged 100ct)	0.19	19.00

CSS HARTFORD AND CSS PADUCAH PAYMENTS SHOULD BE MADE SEPARATELY. Payment terms NET/20 Unless otherwise shown above. Past-due accounts are subject to 1-1/2% finance charge from due date which equates to 18% per annum. Payment by VISA--after invoice mailing-- shall be subject to a 3% service fee. Warranties are limited to those provided by our manufacturers. Returns may be allowed with proper written authorization and may be subject to restocking, handling, and or freight charges. All sales are taxable without supplied exemption. CSS-Hartford Phone #'s are 270-298-4545 (office) and 270-298-4363 (fax)  
THANK YOU FOR YOUR BUSINESS!

**Sub-total** \$2,491.00**Sales Tax (0.0%)** \$0.00

<b>TOTAL DUE</b>	<b>\$2,491.00</b>
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