

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF	)	
GREEN RIVER VALLEY WATER	)	
DISTRICT FOR A CERTIFICATE OF	)	
PUBLIC CONVENIENCE AND	)	CASE NO.
NECESSITY TO INSTALL THE AMI	)	2026-00092
PROJECT PURSUANT TO THE	)	
PROVISIONS OF KRS 278.020 AND	)	
KAR 5:001.	)	

RESPONSE OF
GREEN RIVER VALLEY WATER DISTRICT
TO
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 26, 2026

Filed July 10, 2026

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**RESPONSE OF GREEN RIVER VALLEY WATER DISTRICT TO
COMMISSION STAFF’S FIRST REQUEST FOR INFORMATION**

Green River Valley Water District (“Green River Valley” or the “District”) submits its Response to Commission Staff’s First Request for Information.

/s/Tina C. Frederick
Tina C. Frederick
Stoll Keenon Ogden PLLC
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Lexington, Kentucky 40507
Telephone: 859-231-3951
Fax: (859) 253-1093
Tina.frederick@skofirm.com

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Hodgenville, Kentucky 42748
Telephone: (270) 358-3187
Fax: (270) 358-9560
damon.talley@skofirm.com

*Counsel for Green River Valley
Water District*

CERTIFICATE OF SERVICE

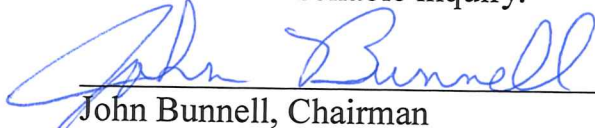
In accordance with the Commission's Order of July 22, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on July 10, 2026; and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.

/s/Tina C. Frederick
Tina C. Frederick

SWORN CERTIFICATION AND VERIFICATION

COMMONWEALTH OF KENTUCKY)
) **SS:**
COUNTY OF HART)

The undersigned, John Bunnell, being duly sworn, deposes and states that he as the Chairman of the Board of Commissioners of Green River Valley Water District, has personal knowledge of the matters set forth in the items for which he is identified as the witness in Green River Valley Water District's Response to Staff's First Request for Information in Kentucky Public Service Commission Case No. 2026-00092, and the information contained therein is true and correct to the best of his information, knowledge, and belief. Further, he certifies that he has supervised the preparation of this Response as required by 807 KAR 5:001, Section 4(12)(d)(2)(b), and that the Response is true and accurate to the best of his knowledge, information, and belief formed after a reasonable inquiry.



John Bunnell, Chairman
Green River Valley Water District

Subscribed, sworn to, and acknowledged before me, a Notary Public in and for said County and State, this 10th day of July 2026.



Notary Public

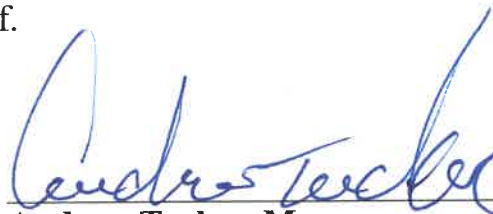
My Commission Expires: Aug 12, 2026

Notary ID: KYMP 54808

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF HART)

The undersigned, Andrew Tucker, being duly sworn, deposes and states: that he is the Manager of Green River Valley Water District in Horse Cave, Kentucky; that he has personal knowledge of the matters set forth in the responses for which he is identified as the witness in Green River Valley Water District's Response to Staff's First Request for Information in Kentucky Public Service Commission Case No. 2026-00092; and the information contained therein is true and correct to the best of his information, knowledge, and belief.



Andrew Tucker, Manager
Green River Valley Water District

Subscribed, sworn to, and acknowledged before me, a Notary Public in and for said County and State, this 10th day of July 2026.



Notary Public

My Commission Expires: 06-20-2028

Notary ID: KYNP 89791

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-1

Responding Witnesses: Andrew Tucker, General Manager
John Bunnell, Chairman, Board of Commissioners

Q 1-1. Refer to the Application, page 2. Confirm that the cost of the annual subscriptions to Kamstrup's AMI Standard and Leak Detector software packages (\$48,244.96) includes the initial installation and continued service for all meters, including the AMI Pilot Project area, once fully deployed in Green River Valley District. If not confirmed, explain the response in detail.

A 1-1. Confirmed. The cost of the software subscriptions is based on the number of meters being served, and the annual **initial** cost (\$48,244.96) for the software packages to expand AMI deployment includes service for up to 7,500 meters. This cost will continue the software service for the meters installed in the Pilot Project and provide service for the 5,000 meters Green River Valley District plans to install initially.

There are more than 7,500 meters in Green River Valley District's System. When meter installation exceeds 7,500 total meters, Green River Valley District will need to step up its subscriptions to cover all of its meters (the $\leq 10,000$ metering points level). This is expected to cost approximately \$7,290 more per year for the Leak

Detector software and approximately \$12,000 more per year for the AMI Standard software. Green River Valley District anticipates it will need to step up its software subscription coverage in approximately one year after installation of full deployment begins. The price sheets for the software packages were filed with **the Application as Exhibit 10.**

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-2

Responding Witnesses: Andrew Tucker, General Manager

Q 1-2. Provide the subscription cost for the AMI Pilot Project.

A 1-2. The Pilot Project was priced as a whole by Kamstrup. No amount was specifically allocated to software subscription for the Pilot time period. However, following the Pilot Project the cost of the software subscriptions to continue utilizing the programs was **\$8,166.85 annually.** (\$5,337.85 for the AMI Standard Software, which includes the READy Manager platform and \$2,829 for the Leak Detector software.)

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-3

Responding Witnesses: Andrew Tucker, General Manager

Q 1-3. Provide a breakdown of the costs for the AMI Pilot Project. Include in the response, but not limited to, any labor, software or contractor expense.

A 1-3. Attached to this response as **Attachment 1-3a** is the invoice from Core & Main, the Kamstrup products distributor, for the "Quick-Start AMI Pilot." This invoice includes the cost of the AMI Pilot Project, which was **\$83,494.74** and was **priced as a whole** by Core & Main. The Bid Proposal dated November 13, 2023, is attached as **Attachment 1-3b**. There were no additional labor costs because Green River Valley District personnel installed the 300 meters used in the Pilot Project.

Once the Pilot Project was underway, The District discovered that it would be necessary to place an additional data collector in the region to reliably capture data from meters at the lowest elevation in the Sulphur Well area. Green River Valley District purchased a second data collector and installed it on the Anderson-Perkins water storage tank. The cost of the data collector was **\$9,000**. An invoice for this

data collector is attached to this response as **Attachment 1-3c**. The installation was done by District personnel who were instructed in the proper installation of data collectors by the Kamstrup team who installed the collector on the Knob Lick tank.

Additionally, it should be clarified that although the AMI Pilot Project Bid Proposal indicates that the data collector used in the Pilot Project would be available for purchase following the Pilot, Kamstrup did not charge Green River Valley District for the data collector installed with the Pilot. When the District decided to pursue system-wide deployment and subscribed to the software necessary to keep using the Pilot equipment, Kamstrup agreed to leave the collector in place at no charge.

Attached to this response as **Attachment 1-3d** is the As Built Report for the data collector, which was installed on the Knob Lick water storage tank. There is a **\$40.00 per month** charge to the District's cell phone bill for an "additional line." The additional line is for the SIM card (Subscriber Identity Module) that connects the data collector to the District's mobile network. This is necessary to receive data from the collector at Green River Valley District's office. A SIM card was

also needed for the Anderson-Perkins data collector, and it costs \$40.00 per month as well.

Total Cost of Completing the Pilot Project

Quick-Start AMI Project	\$ 83,494.74*
Additional Data Collector	9,000.00
<u>SIM cards for mobile network</u>	<u>480.00**</u>
Total	\$ 92,974.74

*The Quick-Start AMI Pilot included temporary software subscriptions for the duration of the Pilot time period. As discussed in the response to Item 2 above, The District currently pays **\$8,166.85** annually to continue using the software.

**The cost to provide mobile network access to the data collectors is \$40.00 per month for each collector. The actual time period of the Pilot Project was 180 days (six months).

Attachment 1-3a

Invoice for Quick-Start AMI Project



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # U123383
Invoice Date 3/01/24
Account # 089497
Sales Rep SANJIN GRABUS
Phone # 270-783-8721
Branch #113 Bowling Green, KY
Total Amount Due \$83,494.74

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

GREEN RIVER VALLEY WATER
PO BOX 460
HORSE CAVE KY 42749-0460

Shipped To:
1180 E MAIN ST
HORSE CAVE, KY

CUSTOMER JOB- KAMSTRUP PILOT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
12/18/23	2/29/24	SEE BELOW	KAMSTRUP PILOT			CORE & MAIN LP	U123383

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CUSTOMER PO#- VERBAL ANDREW							
/45017607523	ALD QUICK-START AMI PILOT 300 5/8"X3/4" METERS	1	1		83494.74000 EA		83,494.74
INCLUDES: 300 EA- FLOWIQ 2200 ALD METERS 02-K-02-D-1-8B-8UB *8102400200004333042201351505* 1 KAMSTRUP COLLECTOR LEAK DETECTOR ANNUAL FEE LEAK DETECTOR SUBSCRIPTION FEE READY MANAGER PLATFORM (120-DAY LICENSE + HOSTING+ CONVERTER) RF PROPAGATION STUDY (INCLUDES TEMPORARY FCC LICENSES) COLLECTOR SITE REVIEW & INSTAL TRAINING FOR ALD SYSTEM ROLL-OUT/SETUP (2) MID-PILOT PERFORMANCE REPORTS & (1) FINAL PILOT PERFORMANCE REPORT POST PILOT PERFORMANCE REVIEW SITE VISIT BY DISTRIBUTOR & KAMSTRUP TEAM							
/80017607657	INSTALLATION FOR COLLECTOR	1	1		N/C	EA	

Freight	Delivery	Handling	Restock	Misc
---------	----------	----------	---------	------

Subtotal:	83,494.74
Other:	.00
Tax:	.00

Terms: NET 30
Ordered By: ANDREW

Invoice Total: \$83,494.74

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>

Attachment 1-3b

Bid Proposal for Quick-Start AMI Project



Bid Proposal for GRVWD - Kamstrup ALD Quick Start Pilot (300 meters)

CUSTOMER

GREEN RIVER VALLEY WATER

1180 E MAIN ST
HORSE CAVE, KY 42749
Contact: Andrew Tucker

Job

GRVWD - Kamstrup ALD Quick Start Pilot (300 meters)
Horse Cave, KY
Bid Date: 11/13/2023
Bid #: 3222896

CONTACT

Sales Representative

Sanjin Grabus
(T) 270-783-8721
(F) 270-783-8723
Sanjin.Grabus@coreandmain.com

Core & Main

3352 Industrial Dr
Bowling Green, KY 42101
(T) 2707838721

NOTES



Bid Proposal for GRVWD - Kamstrup ALD Quick Start Pilot (300 meters)

GREEN RIVER VALLEY WATER**Job Location:** Horse Cave, KY**Bid Date:** 11/13/2023**Core & Main** 3222896**Core & Main**

3352 Industrial Dr

Bowling Green, KY 42101

Phone: 2707838721**Fax:** 2707838723

Seq#	Qty	Description	Units	Price	Ext Price
20	1	KAMSTRUP ALD QUICK START PILOT (300 METERS)	EA	83,494.74	83,494.74
40		THE FOLLOWING ITEMS PURCHASED THROUGH THE PILOT			
50		REMAIN THE PROPERTY OF THE UTILITY AFTER THE PILOT			
60		HAS CONCLUDED:			
80		300 KAMSTRUP 5/8"X3/4" FLOWIQ 2200 ALD			
90		(ACOUSTIC LEAK DETECTION) METERS			
110		THE FOLLOWING ITEMS ARE ON A LOAN THROUGHOUT			
120		THE DURATION OF THE PILOT PROGRAM:			
140		**1 KAMSTRUP COLLECTOR (AVAILABLE FOR PURCHASE			
150		FOLLOWING THE PILOT)			
160		** LEAK DETECTOR ANNUAL FEE			
170		**LEAK DETECTOR SUBSCRIPTION FEE			
180		**READY MANAGER PLATFORM (120-DAY			
		LICENSE+HOSTING+CONVERTER)			
190		**RF PROPAGATION STUDY(INCLUDES TEMP. FCC LICENSES)			
200		**COLLECTOR SITE REVIEW & INSTALL			
210		**TRAINING FOR ALD SYSTEM ROLL-OUT/SETUP			
220		**(2) MID-PILOT PERFORMANCE REPORTS & (1) FINAL			
230		PILOT PERFORMANCE REPORT			
240		**POST PILOT PERFORMANCE REVIEW SITE VISIT			
250		BY DISTRIBUTOR & KAMSTRUP TEAM			
270		**DURATION OF PILOT PROGRAM IS 180 DAYS AFTER ALL METERS FOR			
		THE PILOT ARE INSTALLED**			
310		**AS NEEDED FOR POTENTIAL FLOODED METER PITS &/OR			
320		METER PITS W/ CI LIDS**			
330**	150	KAMSTRUP 6697914 US PIT ANT 5" 6.6' CABLE, AMI CONNECTION	EA	40.00	6,000.00
340**	150	KAMSTRUP 65-56-565 CVR, ADPT & SEAL F/ AMI	EA	2.75	412.50

** For reference only - not included in total

11/14/2023 - 12:22 PM

Actual taxes may vary

Page 2 of 3



Bid Proposal for GRVWD - Kamstrup ALD Quick Start Pilot (300 meters)

Bid #: 3222896

Seq#	Qty	Description	Units	Price	Ext Price
				Sub Total	83,494.74
				Tax	0.00
				Total	83,494.74

Branch Terms:

This quote represents our interpretation of the plans & specifications and is offered as an aid to bidding only. Customers should verify all materials & quantities prior to bidding or ordering. Unless otherwise noted, PVC pipe prices are based on availability at the time of shipping. HDPE prices are good for 10 days from quote date and price per foot might be revised if quantity changes. Pricing is subject to change if the scope of the quote is altered, at the discretion of the branch. Special order material or other non-stock items may be non-refundable or subject to a cancellation/restock charge. Special order non-stock items must be shipped to customer within 30 days of receipt by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Attachment 1-3c

Data Collector Invoice



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # W684954
Invoice Date 3/28/25
Account # 089497
Sales Rep SANJIN GRABUS
Phone # 270-783-8721
Branch #113 Bowling Green, KY
Total Amount Due \$9,000.00

Backordered from:
4/18/25 W418549

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

GREEN RIVER VALLEY WATER
PO BOX 460
HORSE CAVE KY 42749-0460

Shipped To:
1180 E MAIN ST
HORSE CAVE, KY

CUSTOMER JOB- STOCK ORDER

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
3/26/25	3/28/25	VERBAL	STOCK ORDER			CORE & MAIN LP	W684954

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

44READYCOLLECTSET	KAMSTRUP AMI RF COLLECTOR SET FROM RSVD ORD W418549	1	1		9000.00000	EA	9,000.00
-------------------	--	---	---	--	------------	----	----------

Freight Delivery Handling Restock Misc

Terms: NET 30
Ordered By: STOCK

Subtotal: 9,000.00
Other: .00
Tax: .00
Invoice Total: \$9,000.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>

Attachment 1-3d

As Built Report for Data Collector



As Built

Green River Valley Water District, KY

37.090714, -85.701342

Installation date: February 27th, 2024

Installer:

Name: Edward Chapman

Mobile no.: (251) 442-5911

Email: Ed@chap-ts.com

Utility: Green River Valley Water District, KY

Utility Contact person: Andrew Tucker

Mobile no.: (270) 308-5268

Email: Atucker450@gmail.com

Kamstrup

Name: Deana Gunn

Mobil no: 404 835 6716

E-mail: degn@kamstrup.com

Date: 02/27/24

Introduction

The main purpose of this As-Built is to describe and document the installation of a collector site. It is important that the following pages are completed carefully and thoroughly.

If, for example, other materials are used than the ones stated in the template, it is important to note the material. Be sure to take enough photos of the installation to illustrate all important elements of the installation.

Furthermore, it is important to enter as much information as possible about materials used for the installation as well as type or model number. In addition, all serial numbers must be documented with photos.

Description and Bill of Materials

General description of the completed site installation

Knob Lick Tank Collector was installed on a standpipe water tower in Metcalfe County KY on February 27th 2024. The site utilized one READy Collector Base Box and one Collector Top Box. The Top Box and Antennas are installed on the top of the water tank. No additional materials were needed to complete the installation

Access description

Access given by Green River Valley Water District.

Site type: Water Tower

Base and top
box placement

Collector

Type	Serial no.	Mounting Location
Collector Base Box	73401081	On unistrut near tank access ladder.
Collector Top Box	73376014	On the top of the water tank.

Number of
collectors and
the type, height
and mounting
method of the
antennas

Antennas

Antenna	Antenna type	Top Box #	Height	Mounting
Antenna 1 & 2	Omni, 58 inches	73376014	Approx 50'	Top of Tank

Kamstrup A/S

Material list **Materials used for the installation**

Include details on all material used

Amount	Material	Type/Model	Manufacturer
1	Collector Top Box(es)	READY AMI - 6696100000	Kamstrup
2	Antenna Cable(s)	Cabel H155 2000MM N/N 5000398	
1	Collector Bottom Box(es)	READY AMI	
2	Top Box Power/Ethernet cable(s)	5000487 & 5000488	
1	GSM antenna	Bracket Mount Antenna	Panorama Antennas Ltd
1	Sierra Wireless Modem	SN: QR2302007901F118 IMEI: 358643076195325	Sierra Wireless

Additional work

Description of additional work

Describe the routing of the cables, grounding (or lighting protection), where the power supply point is and the location of the modem antenna (if used).

Material	Description
Antenna cable	Clean run from Antennas to Top Box
Bottom Box Power cable route	Clean run from receptacle to Bottom Box
Top Box Power/Ethernet cable route	Cables run on tank access ladder.
Grounding/lighting protection	Bottom Box grounded to ground rod
Modem antenna (If applicable)	Modem antenna mounted above bottom box.
Other	

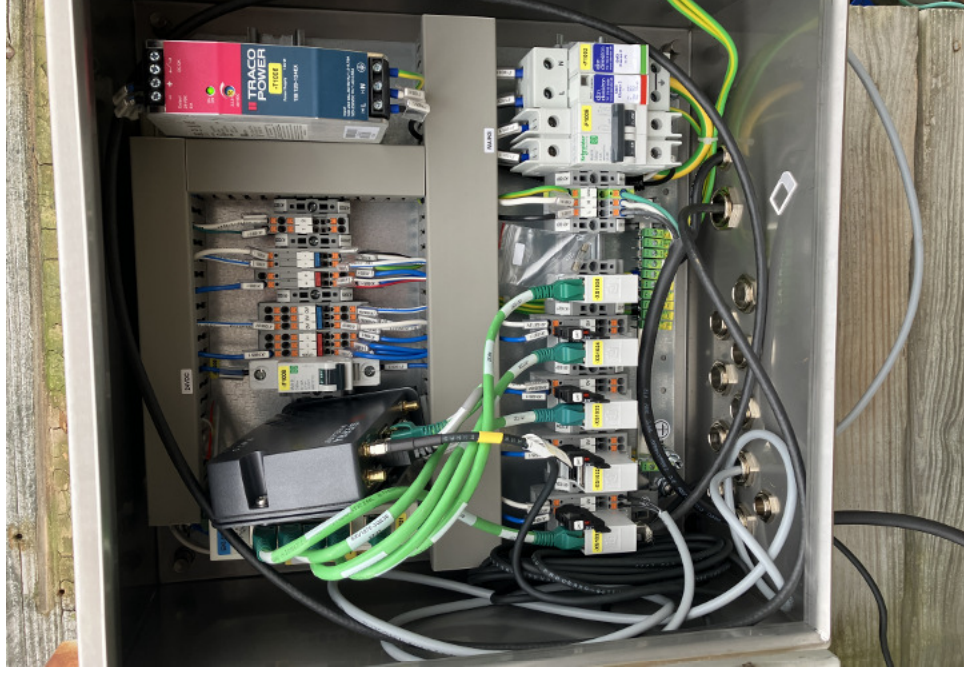
Kamstrup A/S

Photo Documentation

You must Include one or preferably more photos with descriptions of the following:

Overview photo

- Clearly show the collector installed on the vertical asset from ground level (include the Top Box, Antennas and Bottom box if possible)









GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-4

Responding Witnesses: Andrew Tucker, General Manager

Q 1-4. Provide a breakdown of the estimated installation costs outside of the \$1,435,500 cost estimate of the initial purchase of the AMI meters and data collectors.

A 1-4. The only other installation cost for the initial 5,000 meters and 3 data collectors is **\$40.00 per data collector per month** for the SIM card needed to connect the data collectors to the District's mobile network. The total cost per year is **\$1,440**.¹ The meters and data collectors will be installed by Green River Valley District personnel. As part of the Pilot Project Kamstrup provided training to the District on properly installing the data collectors on the District's water storage tanks. The District will install all equipment in-house.

¹ \$40 x 3 = \$120 a month. \$120 x 12 months = \$1,440.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-5

Responding Witnesses: Andrew Tucker, General Manager
John Bunnell, Chairman, Board of Commissioners

Q 1-5. Refer to the Application, page 14, Item 31. Provide a calculation of the expected increased revenues over the expected term of the short-term financing in Excel spreadsheet format with all columns, rows, and formulas unprotected and fully accessible.

A 1-5. The requested spreadsheet is filed separately as Attachment_1_5.

Prior to deployment of the AMI Pilot Project, there were 361 active accounts in the Pilot Area and \$302,347.91 in revenue was generated during the 17 months prior to deployment from these 361 accounts. This equates to \$49.26 per active account per month ($\$302,347.91 \div 361 = \837.53 per active account $\div 17$ months = \$49.26 per month).

Following AMI deployment there were 403 active accounts in the Pilot Area and \$395,332.52 in revenue was generated during the 17 months following AMI deployment in the Pilot Area. This equates to \$57.70 per active account per month ($\$395,332.52 \div 403 = \980.97 per active account $\div 17$ months = \$57.70 per month).

Thus, each active account generated an additional \$8.44 per month after the AMI deployment ($\$57.70 - \$49.26 = \$8.44$). Green River Valley District's 2025 Annual Report reflects 7,776 metered retail customers. Once **total** AMI deployment is complete, it is expected that **\$65,629.44** of additional revenue should be generated each month or a total of **\$787,553.28** per year. ($7,776 \text{ customer accounts} \times \$8.44 = \$65,629.44 \text{ additional revenue per month} \times 12 \text{ month} = \$787,553.28$).

The expected term of the short-term financing for the initial 5,000 meters and three data collectors is 22 months. This financing is for approximately \$1,400,000. Therefore, upon installation of the **first phase** of AMI deployment there will be 5,000 additional active customer accounts being served with AMI technology. $5,000 \text{ active accounts} \times \$8.44 = \$42,200$ per month expected additional revenue. This equates to **\$928,400** in expected increased revenues over 22 months.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-6

Responding Witnesses: Andrew Tucker, General Manager
John Bunnell, Chairman, Board of Commissioners

Q 1-6. State Whether Green River Valley District requested Commission approval for the AMI Pilot Project and identify any Commission case numbers relevant to that request. If not, explain why not.

A 1-6. Green River Valley District did not seek a CPCN for its AMI Pilot Project. The bid price of the Pilot Project was **\$83,494.74**. The District paid for the Pilot Project with cash on hand and did not issue any evidence of indebtedness. In 2023 the District's net utility plant in service was **\$30,541,141**.¹ The Pilot Project cost less than one-third of one percent of the District's net utility plant in service at the time the Pilot Project was approved by the District's Board of Commissioners in December of 2023.²

The Pilot Project was very limited in scale and included only 300 meters in an isolated area of the District's service area. The District typically replaces approximately 700 meters per year so that all of its

¹ 2023 Annual Report at 16.

² See Response to Item 3 above. There was a need to install an additional data collector in the Pilot area. The final total cost of the Pilot Project was \$92,974.74, or 0.3044 percent of net utility plant in service at the time the Pilot Project was conducted.

meters in service remain under 10 years of age. The meters in the Pilot Project account for less than half of the meters the District normally replaces in any given year. The scale of the Pilot Project and its expense were well within the bounds of the District's normal operations in the usual course of business. Because the activity involved with the Pilot Project, which was replacing meters, was an activity that the District engages in regularly; the scale of the activity, 300 meters out of over 7,000 meters in service, was consistent with the District's usual meter replacement activity; and the expense was not great enough to materially affect the District's finances; the District and its counsel concluded that no CPCN was required for the Pilot Project.

At the time the District approved the Pilot Project, it planned on seeking a CPCN to fully deploy AMI throughout the system if the Pilot Project was successful. The District's Board and management wanted to evaluate the performance of the AMI system in the remote area chosen for the Pilot Project before considering devoting significant resources to system-wide deployment. However, the need for a CPCN prior to such system-wide deployment was always understood by the Board and the District's management.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-7

Responding Witnesses: Andrew Tucker, General Manager

Q 1-7. Explain in detail why Green River Valley District selected Kamstrup customer water meters, Kamstrup AMI receivers and Kamstrup Leak Detector and AMI Standard software subscriptions. Provide any supporting documentation including bid sheets, bid evaluations and requests for proposals.

A 1-7. In early 2022 the cost of brass increased. This increased the cost of mechanical water meters because mechanical water meters contain several brass components. At about the same time, Green River Valley District ceased being able to purchase Badger meters from a local supplier and was required to order Badger products from an out-of-state third-party distributor due to changes in Badger's marketing plan. Because the cost of mechanical water meters increased and obtaining the District's preferred brand of mechanical meters became more complex and time consuming, the District began to investigate alternatives to Badger products, as well as alternatives to mechanical manual-read meters.

When I became the General Manager of the District in the summer of 2022, I approached other water utilities and inquired about what meters they were using and their satisfaction with these products, the service offered, and the warranty provided by the manufacturer. Kamstrup meters were mentioned most often by managers who were satisfied with the meters used in their system. The reports were very positive. Utilities were pleased with the 20-year warranty on meters, as well as the quality and performance of the meters and other AMI and AMR components. Because of this I sought to learn more about Kamstrup products.

In August of 2022, I attended a two-day Water Loss Summit in Bowling Green, Kentucky. The event was held at the National Corvette Museum and was hosted by Kamstrup. At this event Kamstrup demonstrated its Leak Detector software as well as its READy manager platform, which is included in its AMI Standard software package. The flowIQ® meter was also presented and discussed along with other Kamstrup meters and products. The emphasis of this meeting was how to best utilize Kamstrup's AMI technology to address water loss. It was at this event that I began to recognize the advantages of moving toward AMI technology generally, and the specific advantages provided by

Kamstrup's AMI system and the Leak Detector software. I continued to investigate what Kamstrup could offer the District and toured the Kamstrup water meter manufacturing facility and North American Headquarters in Cumming, Georgia.

As I attended various industry-related events, training, and seminars, I sought out the management of several Kentucky water utilities that had invested in Kamstrup AMR or AMI products including: Barkley Lake Water District; McCreary County Water District; Campton Water Works; South Eastern Water Association, Inc.; Hyden-Leslie Water District; and the City of Auburn, Kentucky. I discussed with them their experiences with the products and service from Kamstrup. I received positive reviews. Based on what I had learned by attending the Water Loss Summit, touring the Kamstrup plant, and speaking at length with my colleagues in the industry, I invited Core & Main, a distributor of Kamstrup products, to attend a Board of Commissioners meeting and to present information on what Kamstrup could offer the District in terms of AMI meters and the necessary equipment and software to effectively utilize the technology.

On October 19, 2023, Core & Main made its first presentation to the Board. The technology was explained and described, and the

commissioners' questions were answered. The Board requested that Core & Main prepare a proposal for a Pilot Project. The area for the Pilot Project was identified and the number of meters to be included in it was provided to Core & Main. On November 16, 2023, representatives from Core & Main attended a Board meeting and presented a proposal for a Pilot Project and provided the cost for conducting it. The bid provided at this meeting is attached to the response to Item 3 above as **Attachment 1-3b**.

The Board decided to consider the proposal for a month. Ultimately, the Board decided that the cost for the Pilot Project was reasonable, and although adopting new technology might be a challenge, the timing was right. The District could not obtain Badger mechanical meters readily any longer or at an advantageous price. The District also had a large portion of its customer meters approaching 10 years of age. The Board approved the Pilot Project at its December 14, 2023 Board meeting. Attached to this response as **Attachment 1-7** are the Minutes of the October 19, 2023; November 16, 2023; and December 14, 2023 Board of Commissioners Meetings.

During the installation phase, the District was very satisfied with the team from Kamstrup who installed the initial data collector on the

Knob Lick water storage tank and instructed District employees on how to properly install data collectors. Kamstrup handled the process of obtaining the necessary FCC licenses, answered all of the District's questions, and provided excellent support and training for using the software. Once installation was complete and the Pilot began, Staff found the software to be user-friendly and it was easily incorporated into the District's operations. Almost immediately upon installation the District began experiencing the benefits of the system in the form of alerts to leaks in the Pilot area.

In summary, the District decided to test Kamstrup AMI products because: (1) it was increasingly expensive and difficult to obtain the mechanical meters it had traditionally used; (2) many industry professionals reported having good experience with Kamstrup products; (3) District management investigated the details of how the meters, collectors, and software were manufactured and worked together to provide constant "eyes and ears" focused on the distribution system; and (4) the cost associated with testing the products in a Pilot Project was reasonable. The District decided to invest its valuable resources in system-wide deployment of a Kamstrup AMI system because the Pilot Project was a success. The installation went smoothly.

The meters, data collectors, and software performed as promised. The service and training were excellent, and the District began seeing rewards in the form of increased revenue per active account and valuable information on the presence and location of leaks.

Attachment 1-7

Meeting Minutes

October 19th, 2023

The Board of Commissioners of the Green River Valley Water District met at its regular meeting on October 19th, 2023. Those present were Chairman John Bunnell, Commissioners Adrian Gossett, Leland Glass, Debbie Fowler, and Pat Tucker. Manager Andrew Tucker, Assistant Manager Roddy Harper, Leslie Roten, Katie Ford, Auditor Jenna Glass and Attorney Pat Ross were also present.

Commissioner Fowler made a motion seconded by Commissioner Glass to approve the minutes of the regular meeting of September. The motion carried.

Commissioner Tucker made a motion, seconded by Commissioner Glass, to approve the monthly bills in the amount of \$361, 277.41. The motion carrier and a computer printout of the bills available as of the date of this meeting is attached.

Commissioner Gossett made a motion, seconded by Commissioner Glass, to approve the Treasurer's report. The motion carrier.

Jenna Glass presented the Board with the Annual Audit Report. After a discussion, Commissioner Glass made a motion, seconded by Commissioner Tucker, to approve the audit. The motion carried.

The Board heard a presentation of AMI Meter Reading System from Core and Main. Manager Tucker and the Board expressed interest in the pilot program offered by Core and Main for 300 meters. A representative from Core and Main will be present at the November meeting to quote the cost for the area of interest to the District.

Robert Miller contacted Manager Tucker about installing a 6-inch line to his property on Maple Grove Road. After a discussion, Chairman Bunnell told Manager Tucker that the District

should remain consistent with its policy of charging the customer for the materials necessary to install the line with the District performing the labor.

Manager Tucker informed the Board about pressure problems on Rex Road and Possum Trot Road. After discussion, it was determined that these problems needed to be addressed as quickly and in the best way possible.

Manager Tucker reported that the owner of the land where the booster station on Highway 728 in Bonnieville will be located wanted \$2,000 for an easement which would allow the District to use the real property for so long as it needed it for a booster station.

Commissioner Glass made a motion, seconded by Commissioner Fowler, to authorize Manager Tucker to complete the transaction on that basis. The motion carried.

Manager Tucker informed the Board that the sanitary survey had been completed without any violations reported.

A general discussion took place concerning the claim of Leonard Martin to occupy the real estate owned by the District under a contract with Ramona Louck. Commissioner Glass made a motion, seconded by Commissioner Tucker for the District to proceed with a civil action to remove Mr. Martin from the property of the District. The motion carried.

With there being no further business to come before the Board, a motion was made by Commissioner Fowler, seconded by Commissioner Tucker, to adjourn the meeting. The motion carried.

GREEN RIVER VALLEY WATER DISTRICT

BY: 
John Bunnell, Chairman

BY: 
Secretary

PAR/swr

November 16th, 2023

The Board of Commissioners of the Green River Valley Water District met at its regular meeting on November 16th, 2023. Those present were Chairman John Bunnell, Commissioners Pat Tucker, Leland Glass, Debbie Fowler, and Adrian Gossett. Also present was Manager Andrew Tucker, Leslie Roten, Plant Manager Michael Peterson, Assistant Manager Roddy Harper, Brandon Hamilton, with Ken Virons, Chip Wilkins with Lawton Insurance Group, representatives of Core and Main and Attorney Patrick A. Ross.

Commissioner Glass made a motion seconded by Commissioner Gossett to approve the minutes of the October meeting. The motion carried.

Commissioner Glass made a motion seconded by Commissioner Gossett, to approve the monthly bills in the amount of \$303,679.77. The motion carried and a computer printout of the bills as of the date of this meeting is attached.

Commissioner Gossett made a motion seconded by Commissioner Tucker to approve the Treasurer's Report. The motion carried.

Manager Tucker advised the Board of damage that occurred in the renovated area of the of the water plant because of a fitting failure.

Manager Tucker reported that Robert Miller was in agreement to pay one half of the cost of the materials for the waterline on the road he is developing with the other one half to be due at the end of the installation. Manager Tucker said that a written agreement would be prepared once the final engineering of the road was completed.

Manager Tucker informed the Board that the booster station on Highway 728 in Bonnierville had been installed and will be operational within the near future.

The Board heard from Chip Wilkins with the Lawton Insurance Group about the package for the District's insurance coverage. After a discussion, Commissioner Gossett made a motion seconded by Commissioner Tucker to purchase the insurance for the total annual premium of \$99,784.00, locked in for three years. The motion carried.

The Board heard a presentation from representatives of Core and Mai about the pilot program discussed at the last meeting. The cost of the program will be \$83,384.00 in the area as designated by the district for a period of 180 days. Chairman Bunnell advised the representatives that the Board would study the proposal and make a decision at the next Board meeting.

Manager Tucker advised that Board about the waterline situation at the Legrande Elementary School. The District's current water line is located under the school. The school is expanding and desires to replace the waterline. After a discussion, Commissioner Fowler made a motion, seconded by Commissioner Gossett for the District to supply the labor for the installation of the water line with the school paying for the materials. The motion carried.

Brandon Hamilton with Ken Virns informed the Board that the waterline relocation in connection with the Horse Cave bypass had been completed and Swartz Pipeline submitted its final invoice in the amount of \$14,597.05. Commissioner Gossett made a motion, seconded by Commissioner Tucker to pay this invoice to Schwartz Pipeline. The motion carried.

Manager Peterson gave the Water Plant Manager's Report.

Manager Tucker gave his Manager's Report.

With there being no further business to come before the Board, a motion was made by Commissioner Glass, seconded by Commissioner Tucker, to adjourn the meeting. The motion carried.

GREEN RIVER VALLEY WATER DISTRICT

BY: 
John Bunnell, Chairman

BY: 
Secretary

PAR/swr

December 14th, 2023

The Board of Commissioners of the Green River Valley Water District met in a special-called meeting on December 14th, 2023. Those present were Chairman John Bunnell, Commissioners Pat Tucker, Leland Glass, Debbie Fowler, and Adrian Gossett. Also present were Manager Andrew Tucker, Water Treatment Plant Manager Michael Peterson, Leslie Roten, Representatives of Core and Main Meter, and Attorney Pat Ross.

Commissioner Tucker made a motion, seconded by Commissioner Fowler, to approve the Minutes of the November meeting. The motion carried.

Commissioner Fowler made a motion, seconded by Commissioner Tucker, to approve the monthly bills in the amount of \$303,679.77. The motion carried and a computer printout of the bills as of the date of this meeting is attached.

Commissioner Gossett made a motion, seconded by Commissioner Glass, to approve the Treasurer's Report. The motion carried.

Water Treatment Plant Manager Peterson informed the Board that he was making efforts to maximize the delivery of water from the spring.

After a discussion, Commissioner Gossett made a motion, seconded by Commissioner Tucker, to enter into the agreement with Core and Main Meter for 300 meters in its pilot project for a period of 180 days following installation at the cost of \$83,310. The motion carried.

After a discussion, Commissioner Fowler made a motion, seconded by Commissioner Glass, to give each employee the sum of \$150.00 as part of the District's employee retention program. The motion carried.

Manager Tucker recommended to the Board that the District change its policy about employees being on call. After a discussion, Commissioner Tucker made a motion, seconded by Commissioner Fowler, to allow Manager Tucker to designate a different employee per week to remain on call which would involve him keeping a District vehicle with an additional payment of \$15.00 per day Monday through Friday and \$20.00 per day on Saturday and Sunday. The motion carried.

A general discussion took place concerning ways to avoid replacing office personnel who resign or retire. Commissioner Glass made a motion, seconded by Commissioner Fowler, to authorize Manager Tucker to employ another employee to replace Tina. The motion carried.

Manager Tucker gave his Manager's Report.

Commissioner Fowler made a motion, seconded by Commissioner Glass, to go into closed session to discuss the acquisition of real estate so as not to impact its market value. The motion carried.

Commissioner Fowler made a motion, seconded by Commissioner Gossett, to return to open session. The motion carried.

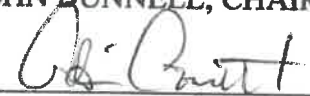
With there being no further business to come before the Board, a motion was made by Commissioner Fowler, and seconded by Commissioner Glass, to adjourn the meeting. The motion carried.

GREEN RIVER VALLEY WATER DISTRICT

BY:


JOHN BUNNELL, CHAIRMAN

BY:


SECRETARY

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-8

Responding Witnesses: Andrew Tucker, General Manager
John Bunnell, Chairman

Q 1-8. **State whether Green River Valley District considered any other manufacturer for AMI meters, receivers, or software. If not, explain why not.**

A 1-8. The answer to this question depends on which step of the process is under review. Initially, the District reviewed the availability, cost, and product information for several different meters. Green River Valley District was interested in choosing a brand of meter that was (1) reasonably priced, (2) available from a local distributor, and (3) received good reviews from other utilities. When the District began making its initial investigation, it had no particular model or brand of meter in mind. However, once the District received numerous positive reviews from utilities using Kamstrup meters, either with AMR technology or AMI technology, the District became very interested in exploring what Kamstrup could offer.

The District believed it wise to conduct a test of new meters and especially AMI technology before committing to an expensive system-wide replacement. At the point the District decided to conduct its Pilot Project, it was only interested in testing Kamstrup products. If the Pilot Project had been unsatisfactory, the District would have then gone “back to the drawing board” and formulated a process to identify another brand of meter to test. However, the Pilot Project was a success and the District desires to fully deploy the equipment and technology that performed so well in one of the most remote areas of its system.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-9

Responding Witnesses: Andrew Tucker, General Manager

Q 1-9. Confirm whether Green River Valley District would have to upgrade any technological infrastructure to support AMI meters. If confirmed, identify and explain every technological upgrade Green River Valley District would have to implement to support AMI meters.

A 1-9. No upgrade to any technology is required other than increasing the District's subscriptions to Kamstrup's software packages to include additional meters. Detailed information concerning the cost of the software subscriptions is included in the response to Item 1 above. Additionally, Kastrup's price sheet for the "AMI Standard" software, which includes the READy Manager platform and the price sheet for the Leak Detector software, which sends reports of leak activity to the utility, are included with the **Application, Exhibit 10**.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-10

Responding Witnesses: Andrew Tucker, General Manager

Q 1-10. **State whether there will be any other cost to upgrade software to deploy AMI meters, if so, provide those additional costs.**

A 1-10. The only software upgrade needed will be to update the subscriptions to AMI Standard and Leak Detector from Kamstrup as the number of AMI meters in the District's system increases. This is set forth in further detail in the response to Item 1 above.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-11

Responding Witnesses: Andrew Tucker, General Manager

Q 1-11. Refer to the Application, page 7, Item 15. State whether there were additional improvements or repairs that would have contributed to Green River Valley District's reduction in water loss from 2024 to 2025. If so, provide a list of those additional improvements with a short description of the improvement or repairs made.

A 1-11. The projects/repairs made by the District in the last quarter of 2024 and during 2025 that could have had an impact in reducing water loss are set forth below:

1. In **December 2024**, a pump and master meter were installed, and a water main extension was constructed on Jack Turner Road in Barren County for the purpose of monitoring usage and maintaining water pressure.
2. In **April 2025**, a very problematic cast iron water main was replaced on Mill Street in Hiseville, Kentucky. A new 3-inch main with copper tubing services was installed.

3. Also in **April 2025**, a pump and master meter were installed on Node Road and an extension of a 3-inch water main was constructed to monitor usage and improve water pressure.

4. In **August 2025**, another problematic main on Reece Road in Barren County was replaced with 3,200 feet of new 3-inch main and new service lines.

5. In **October 2025**, a new pump and master meter were installed on North Nelson Road to monitor usage and improve water pressure.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-12

Responding Witnesses: Andrew Tucker, General Manager

Q 1-12. Refer to the Application, page 8, Item 17. Provide the number of bids Green River Valley received

A 1-12. Green River Valley District received one bid, which was from Core & Main.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-13

Responding Witnesses: Andrew Tucker, General Manager

Q 1-13. Refer to the Application, page 9, Item 18. Provide a copy of all other bids received by Green River Valley District

A 1-13. There are no other bids to provide. Green River Valley District received one bid, which was from Core & Main.

GREEN RIVER VALLEY WATER DISTRICT**Case No. 2026-00092****Response to Commission Staff's First Request for Information****Question No. 1-14****Responding Witnesses:** Andrew Tucker, General Manager

Q 1-14. Refer to the Application, page 10, Item 20. Provide the number and current ages of the remaining 5/8 x 3/4-inch customer meters that will not have reached ten years of age in 2028.

A 1-14. According to the District's records it has the following meters in its system ranging in age from 3-7 years old.

Green River Valley Water District 5/8 x 3/4-inch Meters

Current Age of Meter	Number of Meters
3 years	758
4 years	787
5 years	630
6 years	826
7 years	209

GREEN RIVER VALLEY WATER DISTRICT**Case No. 2026-00092****Response to Commission Staff's First Request for Information****Question No. 1-15****Responding Witnesses:** Andrew Tucker, General Manager

Q 1-15. Refer to the Application, page 12, Item 26. Provide a breakdown, by specific item and amount, for the costs that make up the \$2,900,000 estimated costs to fully deploy AMI technology.

A 1-15. The Core & Main bid proposal for full deployment of AMI is attached as **Attachment 1-15**. The estimated cost provided by Green River Valley District included:

Hardware	
Meters	\$ 2,594,400
Data Collectors	85,000
Pit Antennas with AMI Plug	44,758
Seals	3,082
Software	
AMI Standard with READy Manager	\$ 51,413
Leak Detector	45,539
Contingency	
Unforeseen costs related to installation or implementation	\$ 75,808
Total	\$ 2,900,000

Attachment 1-15

Core & Main Bid Proposal for Full Deployment



Bid Proposal for GRVWD Kamstrup Meters 2026

CUSTOMER	GREEN RIVER VALLEY WATER 1180 E Main St Horse Cave, KY 42749 Contact: Andrew Tucker	Job GRVWD Kamstrup Meters 2026 Horse Cave, KY Bid Date: 04/14/2026 Bid #: 4706835
	Sales Representative Sanjin Grabus (T) 270-783-8721 (F) 270-783-8723 Sanjin.Grabus@coreandmain.com	Core & Main 3352 Industrial Dr Bowling Green, KY 42101 (T) 2707838721
CONTACT		
NOTES		



Bid Proposal for GRVWD Kamstrup Meters 2026

GREEN RIVER VALLEY WATER**Job Location:** Horse Cave, KY**Bid Date:** 04/14/2026**Core & Main Bid #:** 4706835**Core & Main**

3352 Industrial Dr

Bowling Green, KY 42101

Phone: 2707838721**Fax:** 2707838723

Seq#	Qty	Description	Units	Price	Ext Price
20	9200	5/8X3/4 FLOWIQ 2200 USG ALD 7-1/2"LL COMPOSITE BODY	EA	282.00	2,594,400.00
		02-K-02-D-1-8B-8UB			
30	10	KAMSTRUP AMI RF COLLECTOR SET	EA	8,500.00	85,000.00
50		ANNUAL SUBSCRIPTIONS			
60	1	READY AMI BUNDLE ANNUAL <15000	EA	51,413.00	51,413.00
		6696461FH			
80	1	LEAK DETECTOR ANNUAL SUBSCRIPTION	EA	45,539.00	45,539.00
		BCUS30302.111W			
110		**IF NEEDED**			
120	920	KAMSTRUP 6697914 US PIT ANT 5" 6.6' CABLE, AMI CONNECTION	EA	48.65	44,758.00
130	920	KAMSTRUP 65-56-565 CVR, ADPT & SEAL F/ AMI	EA	3.35	3,082.00
				Sub Total	2,824,192.00
				Tax	0.00
				Total	2,824,192.00

Branch Terms:

This quotation represents Core & Main's interpretation of the plans and specifications as of the date of this document and is provided solely as an aid to bidding. Customers are responsible for verifying all materials and quantities prior to bidding or ordering. Prices are based on purchase of the quoted materials in their entirety and assume full truckload freight-paid releases; lesser quantities may incur additional shipping and handling charges. All quoted prices exclude applicable sales taxes. Prices are subject to change if scope, specifications, or quantities are altered, or due to factors such as government regulations, tariffs, transportation, fuel, and raw material costs.

PVC pipe pricing is based on availability at the time of shipping unless otherwise noted. HDPE pricing is valid for 10 days from the quote date and may be revised if quantities change. Quoted prices are firm for shipment within 30 days of the quote date unless otherwise noted. Special-order or non-stock item

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/terms-of-sale/>

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-16

Responding Witnesses: Andrew Tucker, General Manager

Q 1-16. Refer to the Application, page 14, Item 32. Confirm that Green River Valley District will only replace meters larger than 5/8 x 3/4-inch customer meters when they require testing or replacement. If not confirmed, explain the response.

A 1-16. Confirmed. As Green River Valley District stated in its Application, page 14, paragraph 32, it will replace customer meters larger than 5/8 x 3/4-inch as they require testing or replacement. Testing is required based on the schedule set forth in 807 KAR 5:066, Section 16. Replacement, other than replacement in lieu of testing, is done when a meter ceases to function, either because of damage done to the meter or failure of a meter component. Green River Valley Water District plans to replace its larger customer meters as they come due for testing or require replacement because they are malfunctioning. The District does **not** plan to immediately replace any of its larger meters that are still functioning properly and that are not due to be tested.

GREEN RIVER VALLEY WATER DISTRICT**Case No. 2026-00092****Response to Commission Staff's First Request for Information****Question No. 1-17****Responding Witnesses:** Andrew Tucker, General Manager

Q 1-17. Provide the current number and ages of meters that are larger than the 5/8 x 3/4-inch customer meters.

A 1-17. The requested information is contained in the chart below.

1-inch Meters		2-inch Meters	
Meter Age	Number of Meters	Meter Age	Number of Meters
10 years	11	10 years	10
9 years	2	9 years	4
8 years	5	8 years	2
7 years	6	7 years	3
6 years	5	6 years	3
5 years	3	5 years	1
4 years	2	4 years	1
3 years	4	3 years	5
2 years	5	2 years	2
Total	43	Total	31

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-18

Responding Witnesses: Andrew Tucker, General Manager

Q 1-18. Refer to the Application, page 14, Item 32. Confirm that all meters will be replaced in 24 months regardless of the age or size of the meter. If not confirmed, explain the response.

A 1-18. All meters will **not** be replaced within 24 months regardless of age or meter size. The District **will** replace all of its 5/8 x 3/4-inch meters within 24 months regardless of age. However, 1-inch and 2-inch meters will be replaced gradually. There are very few of these larger meters in Green River Valley District's system. Historically they were often installed at dairy and other farming operations. Farming practices have changed and some of the former dairies are no longer operating as dairy farms. For this reason, some customers with a 1-inch or 2-inch meter may be adequately served with a 5/8 x 3/4-inch meter. The District will explore this possibility with its customers who are served by a 1-inch or 2-inch meter prior to purchasing a large AMI meter.

The District will not pressure any customer to downsize their meter, rather the District will seek to ensure that any new meter

purchased to serve the customer is appropriately sized to meet the customer's current needs. The District plans to replace a portion of its larger meters each year as the meters come due for testing, but the priority for Green River Valley District is to replace its residential customer meters with AMI meters within 24 months.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-19

Responding Witnesses: Andrew Tucker, General Manager

Q 1-19. Refer to the Application, page 15, Item 33, and Case No. 2025-00329. If the Commission approves the requested acquisition in that case, provide the estimated cost and number of meters that will be needed to deploy AMI in the Hart County System.

A 1-19. As Green River Valley District stated in its Application it does **not** plan to deploy AMI in the Hart County System **at this time** because the meters in the Hart County System, unlike the majority of the meters in Green River Valley District's System, are **not** approaching 10 years of age. Additionally, the meters in the Hart County System are AMR "drive-by" meters that are **not** as time and labor intensive to read as manual read meters. However, if Green River Valley District were to replace the **1,825** active meters currently serving customers in the Hart County System,¹ the cost for the meters would be **\$514,650**.² It is possible that an additional receiver would need to be installed on the

¹ There are also 120 inactive meters in the Hart County System. It is important to note that because the Hart County System includes lakeside areas, a portion of the residences are vacation homes and are not occupied year-round.

² This is based on the current cost of the meters, which is \$282 each.

Cub Run Water Storage Tank (“Cub Run Tank”) to adequately collect data from all of the meters in the Hart County System. The number of receivers Green River Valley District plans to install to fully deploy AMI in its system will very likely be capable of receiving data from much of the Hart County System, but a receiver on the Cub Run Tank **may** be needed to reach the meters in the most remote areas of the Hart County System. The current cost for a receiver and all necessary appurtenances is **\$8,500**.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-20

Responding Witnesses: Andrew Tucker, General Manager

Q 1-20. Refer to the Application, page 17, Item 38. Explain whether the 6,046,337 gallons of lost water due to water theft was just from the AMI Pilot Project area or whether it was for all of Green River Valley District.

A 1-20. The 6,046,337 gallons lost due to theft was system wide. Had an AMI meter been installed at every location where theft occurred, at the time the theft commenced, this water would not have been lost because the AMI system would have sent an alert to the District's office that water was flowing through a meter at a location where there **was not** an active account.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-21

Responding Witnesses: Andrew Tucker, General Manager

Q 1-21. Refer to the Application, page 20, Item 43. Explain in further detail why Green River Valley District does not believe it is reasonable or proper use of its resources to invest in manual-read meters.

A 1-21. Manual-read meters do one thing, measure the flow of water. It is necessary to spend significant time reading manual-read meters prior to every customer billing. Manual-read meters cannot be read when snow or ice covers the meter. This necessitates issuing estimated customer bills, which often leads to customer dissatisfaction and confusion. Estimated bills often result in fluctuating customer billings and customer complaints. As long as the District utilizes manual-read meters, the need to issue estimated bills and the accompanying problems will exist. The current cost of each manual-read meter is \$248.80.

The current cost of the AMI meters that the District proposes to purchase is \$282 per meter. The difference in cost between a meter that does one thing, measure the flow of water, and a meter capable of

measuring water that also eliminates the need to physically visit each meter to obtain a reading and will eliminate the need to issue estimated bills is **\$33.20**. The District believes it is unreasonable to “save” \$33.20 per meter and continue to bear the cost (fuel, truck wear and tear, and lost opportunities to engage in other maintenance tasks) of manually reading all of its meters every month, and experience the problems associated with estimated billing.

Considering all of the other things the AMI meters are capable of doing when they are paired with the appropriate software, which will cost approximately \$67,537 annually once AMI is deployed throughout the system, forgoing the opportunity to install AMI meters is even more unreasonable. The meters that the District proposes to purchase, when paired with the appropriate data collector and software, alert the District to meter-tampering, leaks on the utility side of the meter and on the customer side of the meter, system backflow, and water theft. Given the opportunity to install meters capable of delivering all of those functions for \$33.20 more per meter than installing meters that do one thing, measure the flow of water, the District’s Board and management find it **unreasonable** to **not** invest the District’s resources in meters that can deliver so much more.

The District and its leadership are aware that the annual cost to operate the AMI system and utilize all of the meters' capabilities includes the cost of the annual software subscriptions. However, the District will also be saving the fuel and vehicle maintenance involved with visiting the site of every meter each month to obtain a reading. Finally, the District will also be eliminating the customer dissatisfaction and confusion associated with issuing estimated bills.

At this time the District must invest a considerable amount of money in replacing over half of its customer meters because those meters must be tested or replaced. For many years it has been the District's practice to replace meters when they reach 10 years of age instead of testing them because mechanical manual-read meters become increasingly inaccurate at measuring low flows as they age. Because the District needs to replace over half of its customer meters at this time, a decision to replace aging meters with manual-read meters is essentially a commitment to maintaining the system with manual-read meters for approximately 10 years. Given the advantages of deploying AMI technology, the District's leadership believes delaying deployment for up to another 10 years is unreasonable.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-22

Responding Witnesses: Andrew Tucker, General Manager

Q 1-22. State Whether Green River Valley District plans to reduce its number of employees once AMI is fully deployed, if granted the CPCN.

A 1-22. As mentioned in Green River Valley District's Application page 13, paragraph 29, Green River Valley District will reduce its field staff and its vehicle fleet **by attrition** once AMI is fully deployed. The District does not plan to lay off any employees. However, once staff members, who are nearing retirement retire, or staff members voluntarily move on to other opportunities, they may not be replaced. The reason for this is simple. The District will no longer need to devote 20 working days a month to meter reading. This will free up current personnel to perform other maintenance tasks throughout the system. At the very least, the District expects that deploying AMI will eliminate any need to *add* maintenance employees to its staff. Employees who currently devote most of their time to meter reading will be put to work performing other tasks such as responding to service calls, installing

new services, repairing leaks, and other routine tasks associated with the operation of a water distribution system.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-23

Responding Witnesses: Andrew Tucker, General Manager

Q 1-23. Refer to Case No. 2025-00329. If the Commission approves the requested acquisition in that case, explain how that impacts the requests in this case. Include in the response specific expense impacts as well as specific labor impacts.

A 1-23. There will be no impact upon the requests made in this case if the Commission approves the acquisition proposed in Case No. 2025-00329. Green River Valley District has been operating the Hart County System and the Wax WTP, which are the subjects of Case No, 2025-00329, for over a year at the current level of staffing. There is no need to increase the number of employees if the acquisition is approved. As Green River Valley District explained in its response to Item 19 above and further reiterated in the response to Item 24 below, should the Commission approve the proposed acquisition, AMI deployment, the subject of this proceeding, will take place in the Hart County System once the meters in that system are 10 years old and due for replacement.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-24

Responding Witnesses: Andrew Tucker, General Manager

Q 1-24. Refer to the Application, page 15, Item 33 and Case No. 2025-00329. If the Commission approves the requested acquisition in that case, confirm that Green River Valley District will only install AMI in the area when the current meters are due to be tested or replaced and not prior to that time. If not confirmed, explain the response.

A 1-24. Confirmed. As Green River Valley District stated in its Application in this proceeding and in its response to Item 19 above. Should the Commission approve Green River Valley District's acquisition of the Hart County System and grant the CPCN requested in this proceeding, Green River Valley District will install AMI in the Hart County System when the customer meters in service in that area are 10 years of age. The meters in the Hart County System are not manual read meters. They are AMR meters that are read "drive-by." Therefore, reading these meters is **not** as time and labor intensive as manually reading the meters in Green River Valley District's system.

If a meter in the Hart County System ceases to function due to damage or some other reason, before the meter has reached 10 years of

age, Green River Valley District will replace the meter and will integrate it into the AMI system, **if** there is a data collector operating in the system at that time that will pick up the signal from the meter. If there is not a data collector capable of receiving the data from the meter, Green River Valley District will replace the meter and integrate it into the current AMR system.

If the Commission approves the acquisition and grants the CPCN sought in this proceeding, Green River Valley District will **fully deploy** AMI in the Hart County System when the meters serving that area are 10 years old. At that time, it may be necessary to install a data collector on the Cub Run Tank to capture data from all of the meters in the Hart County System. However, this will not be known for certain until the process of installing AMI meters in the Hart County System is underway.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-25

Responding Witnesses: Andrew Tucker, General Manager

Q 1-25. Refer to the Application, page 10, Item 20.

- a. Provide the number of manual-read meters tested in 2025 and 2026.**
- b. Of those meters, provide the number of meters needed to be replaced in 2025 and 2026 year to date.**

A 1-25a. Green River Valley District replaces, rather than tests its 10-year-old mechanical read meters. This is because after 10 years mechanical read meters do not reliably measure water at low flow well. It is more cost and time efficient to plan on replacement at the 10-year mark instead of using resources to remove, test, and then replace or return older meters to service. Green River Valley District replaced 1,166 meters in 2025.

In making these meter replacements, the District exhausted its supply of Badger mechanical meters and then began installing Kamstrup meters. This is because Badger mechanical meters are difficult to obtain, as disused in the response to Item 7 above. For the

Kamstrup meters that were installed in 2025 as part of routine meter replacement, if there is a data collector in the area of the meter capable of reading the meter, the meter is read using AMI technology. In areas where no data collector is installed, the Kamstrup meters are read manually each month, just like the Badger meters.

No meters have been replaced to date in 2026, because there is a very large number of meters that need to be replaced in 2026, and the District must obtain a CPCN from the Commission to replace these meters and expand AMI deployment.

A1-25b. The District does test meters upon customer request or upon the District's belief that the meter may be malfunctioning. However, no such customer requests or District-initiated meter tests were conducted in 2025 or to date in 2026. Therefore, no meters needed to be replaced due to failing accuracy testing.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-26

Responding Witnesses: Andrew Tucker, General Manager

Q 1-26. Refer to the Application, page 13, Item 29. Describe the reduction in labor and vehicle expenses, if any, as it relates to the Pilot Program.

A 1-26. There was no reduction in labor and vehicle expense associated with the Pilot Program because the Pilot Program only involved one remote section of the District's service area and included only 300 meters. There are more than 7,000 meters in the system. Therefore, the meters in the Pilot Program represented only a small percentage of the total number of meters to be read each month. The District still needed the same number of employees and vehicles it has traditionally employed to manually read meters in its system. However, not having to travel to this remote area did save time spent in reading meters in the meter route in which the Pilot Area was located.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-27

Responding Witnesses: Andrew Tucker, General Manager

Q 1-27. State the depreciation lives Green River Valley District would use for the Kamstrup AMI meters and the Kamstrup AMI data collectors, respectively.

A 1-27. Green River Valley District proposes to use a 20-year depreciation life for the Kamstrup customer meters. This is based on the 20-year warranty period Kamstrup provided for these meters. Attached to this response as **Attachment 1-27** is the Kamstrup Warranty. The relevant information is highlighted at section 12.0 Because the data collectors are communication devices, Green River Valley District proposes to use a 10-year depreciation life for those.

Attachment 1-27

Kamstrup Warranty Information

General terms and conditions of sale and delivery for Stainless Steel/PPS Meters and other Products.

of Kamstrup Water Metering L.L.C.

1.0 Definitions

- 1.1. Definitions. As used herein: (a) Seller. Seller shall refer to Kamstrup Water Metering L.L.C. and shall include its agents, subsidiaries, parent company, and any affiliated entity of Seller; (b) Buyer. Buyer shall refer to the purchaser of goods sold by Seller as set forth in the particular Sales Order, and shall include all agents, subsidiaries, parent company, and any affiliated entity of Buyer; (c) Sales Order. Sales Order shall refer to the purchase order acceptance, order confirmation or invoice issued by Seller reflecting the sale of the Products to Buyer; and (d) Products. Products shall refer to Kamstrup's flowIQ® water meters with a stainless steel or PPS housing (referred to as "Meters") and/or products other than meters (e.g. flow parts, antennas, collectors and other accessories, referred to as "Non-Meter Products"), and related services if any, sold by Seller to Buyer as identified in the Sales Order.

2.0 Application

- 2.1. These terms and conditions shall apply to and shall govern all Sales Orders, agreements or other documents which memorialize an agreement to purchase Products from Seller, regardless of whether such Sales Order or other document references these terms and conditions. All shipments, services, sales and quotations between Seller and Buyer are subject to these terms and conditions.

3.0 Acceptance

- 3.1. No order by Buyer shall be effective until confirmed by Seller. No effect shall be given to any terms proposed in Buyer's purchase order, proposal, sales note, acknowledgment or other document which add to, vary from, or conflict with the Sales Order or with these terms and conditions unless otherwise agreed in writing. Any such proposed terms shall be void. Except as set forth herein, the Sales Order and these terms and conditions constitute the entire agreement between Buyer and Seller with respect to the subject matter of a Sales Order. Buyer shall be deemed to have accepted and acknowledged the Sales Order and these terms and conditions unless Buyer notifies Seller in writing of its rejection of the Sales Order and/or these terms and conditions within three (3) working days of Buyer's receipt of the Sales Order.

4.0 Termination

- 4.1. Seller may terminate any Sales Order or any part thereof without liability at any time by written notice. If Seller terminates any part of a Sales Order, then Buyer shall be relieved of any obligation with regard to the terminated portion of the Sales Order. Any sums paid by Buyer pursuant to a Sales Order or any portion of a Sales Order that has been terminated shall be refunded by Seller.

5.0 Price

- 5.1. Unless another currency is specified on the Sales Order, all monetary amounts are deemed to be expressed in US\$. For orders up to \$15,000, the price specified in the Sales Order shall not include any packaging, shipping or transportation costs or charges for any international or domestic freight, import duties or storage. For orders over \$15,000, those items are included in the price specified in the Sales Order.
- 5.2. A handling fee in the amount of \$30.00 shall be added to all Sales Orders for less than \$150.00. Unless otherwise specified in the Sales Order, the price does not include any services related to the Products, including without limitation installation, travel, consultation, evaluation, or maintenance. Buyer may return the packaging materials to Seller, at Buyer's own expense, and shall be credited the cost of the returned packaging if such materials are received by Seller in undamaged condition.
- 5.3. In the event the Buyer requests changes in respect of customised Products already in progress:
- 5.3.1. More than 30 working days prior to date of dispatch: Kamstrup will apply a fee of \$165 per alteration or 10% of the order value but minimum \$165 per cancellation.
- 5.3.2. 0-30 working days prior to date of dispatch: No alteration or cancellation is possible (except for return fee model – see below).

6.0 Return of goods

- 6.1. Products may be returned to Seller within 30 days from the date of delivery for any reason, subject to the following terms:
- 6.1.1. Minimum sales value of returned goods: \$385. Return will not be accepted below this amount.
- 6.1.2. Configured Meters cannot be returned.

General terms and conditions of sale and delivery

- 6.1.3. Non-configured Meters and Non-Meter Products: Kamstrup will issue a credit note for the invoice amount reduced by fifty (50) percent.
- 6.1.4. Products that Kamstrup has purchased from third parties specially for Buyer cannot be returned.

7.0 Payment

- 7.1. Buyer shall pay for Products in accordance with the terms set forth in the Sales Order, or as otherwise set forth in a subsequent writing executed by both Buyer and Seller. If no such terms are set forth, Seller shall issue an invoice to Buyer via email or mail to the address of Buyer set forth in the Sales Order. All invoices are payable no later than thirty (30) days after receipt by Buyer. Payment shall not be contingent upon any payment to the Buyer from any third party. Seller may, at its discretion, require pre-payment from Buyer, or may require such credit terms as it deems appropriate. Seller may change any credit terms, at any time, in its discretion. If Buyer has a delinquent account with Seller, then any subsequent purchasing orders will not be processed until Buyer's account balance becomes current. Buyer may not set off any sums owed to Seller for any reason.

8.0 Taxes

- 8.1. Buyer shall pay, in addition to any invoiced amounts, all taxes, if applicable, upon the production, sale, shipment, or use of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. In the event that Seller is required to pay any such taxes, Buyer shall reimburse Seller on demand for such payments and any penalties or fees related thereto.

9.0 Product Descriptions, Modifications, Improvements

All representations or references on Seller's website, in sales brochures, technical data sheets and offers as to size, weight, technical specifications, price and other details of the Products are approximate and shall not be binding on Seller unless expressly incorporated in a Sales Order. Such references are not to be deemed warranties. Seller reserves the right, at any time, to alter, change, or modify the Products without notification to Buyer, provided that the alteration, change or modification does not adversely affect the price, quality or substantial function of the Products.

10.0 Delivery

- 10.1. Subject to section 5.1, delivery shall be "Delivered At Place" (DAP) (Incoterms® 2020).
- 10.2. Shipment; Installments
- 10.2.1. All dates of delivery set forth in a Sales Order are approximate and nonbinding. Seller will use commercially reasonable efforts to ship the Products on or before the estimated supply date set forth in the Sales Order.
- 10.3. Shipment; Delays
- 10.3.1. Buyer acknowledges and agrees that lead time will vary according to availability of supply, transportation delays,

manufacturing problems and other conditions, and that, consequently, all delivery dates communicated by Seller are estimates. Delay in delivery of any shipment of Products shall not relieve Buyer of its obligations to accept that shipment or any other shipment. Under no circumstances shall Seller, because of late delivery or non-delivery, be liable to Buyer, its agents or any other persons for any special or consequential damages, whether based upon lost goodwill, lost profits, work stoppage, impairment of or breach of contract, negligence or other alleged causes of losses to Buyer.

- 10.4. Seller reserves the right to deliver in installments. All such installments shall be separately invoiced and paid when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

10.5. Risk of Loss

- 10.5.1. All risk of loss during shipment of the Products shall be in accordance with Incoterms® (2020) as referenced in the Sales Order. If no such Incoterm® is referenced, all shipments shall be shipped DAP (Delivered At Place, Incoterms® 2020).

11.0 Claims

- 11.1. Buyer shall inspect the Products immediately upon receipt and shall, within three (3) business days from the date of delivery, give written notice of any claim that the Products do not conform to their description as set forth in the Sales Order covering the Products or that the Products are damaged. Notations regarding such a claim shall be made on the applicable bill of lading, air waybill or delivery receipt. If Buyer does not provide such notice within the three (3) day period, the Products shall be deemed accepted by Buyer. Buyer expressly waives any rights it may have to reject or revoke acceptance of the Products after such three (3) day period. In no event, however, shall Seller be responsible for any damage or loss to Products resulting from the transportation, importation or storage of the Products.

12.0 Limited Warranty

12.1. Material and workmanship

Seller warrants that the Products shall be free from defects in Materials and Workmanship during the Warranty Period defined as follows:

For Meters:

(a) of 5/8"x1/2" – 1", the Warranty Period is twenty (20) years from the date of delivery to Buyer; and

(b) of 1½" and larger, the Warranty Period is ten (10) years from date of delivery to Buyer.

For Non-Meter Products:

the Warranty Period is twenty-four (24) months from the date of delivery to Buyer.

- 12.2. During the relevant Warranty Period, Seller shall, at its sole discretion, repair or replace any defective Products at no cost or refund the purchase price for the defective Products.

General terms and conditions of sale and delivery

- 12.3. The following sections 12.4 (Accuracy) and 12.5 (Battery Life) apply only with respect to Meters.
- 12.4. Accuracy
- 12.4.1. Seller warrants that the Meters (except for those covered in 12.4.2 below) will perform to the accuracy as defined in AWWA C715-18 (section 4.2.8 thereto) and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C715).
- 12.4.2. Seller warrants that the flowIQ® 2100/3101 AMR and 2100/3101 Encoded/TRPL (Module 21 & 22) Output Meters will perform to the accuracy as defined in AWWA C708-11 (section 4.2.8 thereto) and to AWWA M6 manual (chapter 5, Testing new meters and table 5-3 defining test rates in accordance with AWWA C708).
- 12.4.3. In case the Meters do not comply with the warranties set out in 12.4.1 or 12.4.2, Seller shall, at its sole discretion, repair or replace any defective Meter at no cost or refund the purchase price of such defective Meters:
- (a) for year one (1) through year twenty (20) following the date of delivery for the defective Meters in the size range of 5/8" x 1/2" – 1"; and
- (b) for year one (1) through year ten (10) following the date of delivery for the defective Meters in the size range of 1½" and larger.
- 12.4.4. Any Meter accuracy claims shall be subject to verification - initiated by Seller - through testing by a NIST Traceable laboratories or ISO 17025 accredited laboratories.
- 12.5. Battery Life
- 12.5.1. Based on operation of the Meters with either communication via the three wire encoded output or with communication via the embedded radio at an ambient operating temperature not higher than stated in the technical documentation, the warranty on the system battery in the Meter shall be for a period of (a) for 5/8" x 1/2" – 1" Products, twenty (20) years from date of delivery to Buyer, (b) for 1½" and larger Meters, ten (10) years from date of delivery to Buyer and (c) for 6" – and larger Meters, ten (10) years from date of delivery to Buyer.
- For (a) and (b) of section 12.5.1 Seller shall, at its sole discretion, (i) replace any Meters that contain defective batteries at no cost for year one (1) through year ten (10) following the date of delivery or (ii) refund the purchase price for the Meters that contain defective batteries. For (c) of section 12.5.1, Seller shall, at its sole discretion, during year one (1) through year ten (10) following the date of delivery, at no cost (i) replace any defective batteries or (ii) replace any Meter that contain defective batteries. For 5/8"x1/2" – 1" Meter only, during the period commencing with year eleven (11) through year twenty (20) following the date of delivery to Buyer, Seller shall, at its sole discretion, replace any Meters that contain defective batteries at a cost to Buyer equal to the price set out in the price list valid at the time of return of the Meter, minus the discount according to the following schedule:

Year	Discount	Year	Discount
11	75%	16	40%
12	75%	17	30%
13	50%	18	20%
14	50%	19	10%
15	50%	20	10%

The warranty related to battery life for the Meters is void if the Meters at any time have been configured into priority mode.

12.6. WARRANTY EXCLUSIONS

ALL KAMSTRUP WARRANTIES SHALL NOT APPLY IN ANY OF THE FOLLOWING CASES: (A) PRODUCTS THAT ARE DEFECTIVE OR DAMAGED BY NEGLIGENCE OR ACCIDENT OR NATURAL DISASTERS OR EXTREME WEATHER CONDITIONS OR BY OTHER CIRCUMSTANCES BEYOND KAMSTRUP'S REASONABLE CONTROL; (B) PRODUCTS THAT HAVE BEEN IMPROPERLY STORED, COMMISSIONED, INSTALLED, USED, REPAIRED, MAINTAINED OR ALTERED BY BUYER OR A THIRD PARTY, OR THAT HAVE BEEN USED OR MAINTAINED NOT IN ACCORDANCE WITH ANY INSTRUCTIONS, MANUALS, SPECIFICATIONS OR OTHER DOCUMENTATION PROVIDED BY KAMSTRUP, OR IN THE ABSENCE OF SUCH DOCUMENTATION, GENERALLY ACCEPTED INDUSTRIAL PRACTICE); (C) PRODUCTS WHICH HAVE BEEN USED (I) WITH WATER WHICH CONTAINS LEVELS OF FOREIGN MATTER, INCLUDING WITHOUT LIMITATION, DIRT, SAND, MINERALS, DEBRIS, DEPOSITS, BIOFILMS, CHEMICAL SUBSTANCES OR OTHER IMPURITIES WHICH INTERFERE WITH OR DEGRADE THE PRODUCT OR IS NOT IN ACCORDANCE WITH MINIMUM POTABLE WATER STANDARDS REQUIRED BY APPLICABLE LAW; (II) IN OTHER UNUSUAL ENVIRONMENTAL CONDITIONS OR IN ENVIRONMENTS WITH EXPOSURE TO ELECTROMAGNETIC PHENOMENA OR OTHER ABNORMAL ELECTRICAL INTERFERENCE, INCLUDING WITHOUT LIMITATION UNNATURAL MAGNETIC FIELDS, RADIATION OR ELECTROMAGNETIC PULSES, OR EXCESSIVE ELECTRICAL CURRENT, EXCEPT TO THE EXTENT PERMITTED IN THE PRODUCT SPECIFICATION; (D) PRODUCTS WHERE ANY SERIAL NUMBER OR SECURITY SEAL HAS BEEN INTERFERED WITH; (E) NORMAL WEAR AND TEAR; (F) PRODUCTS THAT ARE EXPERIMENTAL, DEVELOPMENTAL, PROTOTYPE, OR PILOT; OR (G) PRODUCTS WHICH HAVE BEEN USED AFTER DISCOVERY OF THE DEFECT.

12.7. Product Return

- 12.7.1. IF, WITHIN THE APPLICABLE WARRANTY PERIOD, (I) BUYER DISCOVERS ANY DEFECTS IN MATERIALS OR WORKMANSHIP, AND (II) NOTIFIES SELLER IN WRITING OF SUCH DEFECTS, AND (III) RETURNS THE DEFECTIVE PRODUCTS TO SELLER, SELLER SHALL, AT SELLER'S SOLE DISCRETION, REPAIR OR REPLACE THE DEFECTIVE PRODUCTS, OR REFUND THE PURCHASE PRICE FOR THE DEFECTIVE PRODUCTS. NO WARRANTY CLAIMS WILL BE PROCESSED IF RECEIVED AFTER THE WARRANTY PERIOD. REJECTED PRODUCTS MAY BE RETURNED ONLY WITH SELLER'S PRIOR EXPRESS WRITTEN CONSENT AND AT BUYER'S COST AND RISK. IF PRODUCTS ARE RETURNED WITHOUT SELLER'S PRIOR CONSENT, SELLER MAY REFUSE TO ACCEPT THE RETURNED

General terms and conditions of sale and delivery

PRODUCTS AND MAY RETURN THEM TO SELLER AT BUYER'S COST AND EXPENSE.

12.8. Set-Off

12.8.1. IN NO CASE WHATSOEVER, INCLUDING JUSTIFIED WARRANTY CLAIMS, IS THE BUYER ENTITLED TO RETAIN ANY MONIES OWED TO SELLER, EXCEPT UPON THE WRITTEN CONSENT OF SELLER. FURTHER, THE WARRANTIES PROVIDED FOR HEREIN SHALL NOT APPLY IN THE EVENT BUYER HAS FAILED TO REMIT PAYMENT IN FULL FOR SUCH PRODUCTS.

12.9. WARRANTY DISCLAIMER

12.9.1. WARRANTY DISCLAIMER. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.

13.0 Limitation of Liability

13.1. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, THE LIABILITY OF SELLER, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCTS IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. BUYER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, LOSS OF USE OR DATA, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO THE PRODUCTS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT ANY CLAIM IS BROUGHT AGAINST SELLER FOR PRODUCT LIABILITY, SELLER'S LIABILITY SHALL BE LIMITED TO A MAXIMUM OF AVAILABLE INSURANCE COVERAGE AVAILABLE FOR SUCH DAMAGE, IF ANY. ANY AMOUNT IN EXCESS THEREOF SHALL BE BORNE BY THE BUYER. SELLER SHALL NOT BE LIABLE FOR ANY DEFECT THAT WAS CAUSED BY THE PRODUCTS HAVING BEEN INTEGRATED INTO PRODUCTS OF BUYER OR THOSE OF ITS CUSTOMERS. SELLER SHALL NOT BE LIABLE IN THE EVENT THE PRODUCTS SUPPLIED WERE IMPROPERLY USED, TREATED, HANDLED, STORED OR SUPPLIED BASED ON BUYER'S INSTRUCTIONS (INCLUDING, WITHOUT LIMITATION, DESIGN DETAILS, SPECIFICATIONS, PLANS, TEMPLATES OR STORAGE AND TRANSPORT RULES).

13.2. SELLER SHALL HAVE NO LIABILITY TO BUYER IF ANY PATENT INFRINGEMENT OR CLAIM THEREOF IS BASED UPON THE USE OF THE PRODUCTS DELIVERED HEREUNDER IN CONNECTION WITH A PROCESS OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT SUPPLIED OR APPROVED IN WRITING BY SELLER, OR USED IN A MANNER FOR WHICH THE PRODUCTS WERE NOT DESIGNED.

14.0 Indemnity

14.1. Buyer agrees to defend, indemnify and hold Seller, its officers, directors and employees, harmless from and against losses, damages, expenses, actions, attorney fees, liabilities, penalties, fines, duties as well as for any claims for injury, illness, or death of persons and damage to property arising out of, or in connection with: i) the Products after their delivery; ii) any action or inaction taken by Buyer, its employees, agents or independent contractors, with regard to the services provided with regard to the Products comprising the Sales Order; iii) arising out of or resulting from any violation by Buyer, its employees, agents, or independent contractors, of any applicable law, regulation or other mandate by a competent authority; or iv) the infringement or violation of any third party intellectual property rights which may be suffered by Seller due to the act or omission of Buyer, its employees, agents, or independent contractors.

15.0 Intellectual Property

15.1. Buyer acknowledges Seller's exclusive right, title, and interest in trademarks, logos and other markings of Seller relating to the Products, as well as in any and all manuals or documents provided by Seller relating to the Products (collectively, "Seller's Marks"), and will not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair this right, title, and interest.

15.2. Buyer acknowledges that Seller reserves all rights and benefits afforded under federal and international intellectual property laws in all Intellectual Property relating to the Products. "Intellectual Property" means all intellectual property and/or proprietary rights, including without limitation all rights of inventorship and authorship, in inventions, patents, patent applications, and know how, for any Product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as all copyrights, trademark, trade dress and service mark rights and all rights in trade secrets, computer software, data and databases, and mask works.

15.3. Buyer is not authorized to make any changes, additions, improvements, alterations, or modifications of any sort to the Products. Whether authorized or unauthorized, any changes, additions, improvements, alterations, or modifications of any sort to the Products made by Buyer shall inure to the benefit of Seller, and Seller shall have full right, title, and interest in them.

15.4. The rights and obligations set forth in this Section shall survive the termination of these terms and conditions.

16.0 Security Interest

16.1. Buyer hereby grants a security interest in the Collateral to the Seller to secure the payment and performance of the Obligations listed below. The Collateral shall consist of all Products now owned and hereafter acquired and wherever located, as defined in Article 9 of the Uniform Commercial Code as enacted in Georgia, which are Products acquired by the Buyer from Seller, and, all proceeds (cash

General terms and conditions of sale and delivery

and non-cash) and Products of the foregoing. The Obligations shall consist of: (i) all of Buyer's present and future indebtedness and obligations to Seller; (ii) all amounts owed under any modifications, additional advances, renewals, extensions or substitutions of any of the foregoing obligations; (iii) all costs associated with Seller's exercise of its rights hereunder; and (iv) any of the foregoing that may arise after the filing of a petition by or against Buyer under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise. Any capitalized term used in this Section 16, and not otherwise defined in these Terms, shall have the meaning given to it in Article 9 of the Georgia Uniform Commercial Code. Buyer agrees to execute and deliver to Seller any and all documents necessary to perfect Seller's security interest, including all financing statements.

17.0 Cancellation for Default

17.1. Seller reserves the right to cancel all or any part of any Sales Order, without liability towards Buyer, if Buyer fails to perform under any applicable provision of these terms and conditions or of any applicable Sales Order and the failure is not cured within ten (10) days after delivery of written notice to Buyer by Seller. In the event of cancellation, Seller may exercise all rights and remedies available to it hereunder and under law.

18.0 Remedies

18.1. Seller's remedies shall be cumulative and shall include any remedies allowed by law. Seller's waiver of any breach by Buyer shall not constitute a waiver of any other breach of the same or any other provision. Acceptance of any payments shall not waive any breach. In any dispute involving moneys owed to Seller, Seller shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is greater, unless Seller agrees to a lower amount. The confiscation or detention of a shipment by any governmental authority shall not affect or diminish the liability of the Buyer to the Seller to pay all charges or other money due promptly on demand.

19.0 Insolvency

19.1. Seller shall have the right to cancel any outstanding Sales Order or any part thereof, without any liability whatsoever in the event of (i) insolvency, or anticipated insolvency, of Buyer, (ii) commencement of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Buyer; or (iii) the appointment of an assignee for the benefit of creditors of Buyer or a receiver or trustee for Buyer.

20.0 Disputes

20.1. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, shall be subject to the exclusive jurisdiction of the State courts of Georgia.

21.0 Force Majeure

21.1. Seller shall not be liable for any delay in performance of its obligations and responsibilities under a Sales Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, epidemics, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, industrial disputes (including local strikes and/or lockouts), computer viruses, worms etc., breakdowns or disruptions in telecommunication, import or export restrictions, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a sub-supplier's performance vis-à-vis Kamstrup; provided that, said party has taken reasonable measures to notify the other promptly in writing, of delay. If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the contract.

21.2. If the price to Seller of any raw material, component or transport solution (or a combination of these) increases by more than 10% from the date of Seller's quotation/order confirmation up to the date of delivery of the products, then Seller shall be entitled to add such increase to the price to be paid by the Buyer for the products.

22.0 Governing Law

22.1. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods.

23.0 Severability

23.1. If any provision of a Sales Order, including these terms and conditions, shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Sales Order, or these terms and conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

24.0 Notice

24.1. Any notice or other communication required or permitted by these terms and conditions must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed as follows, or to such other address or addresses as may be hereafter furnished by one party to the other party in compliance with the terms hereof. Notice will be deemed given when received or delivered to the principal business address of the relevant party.

25.0 Miscellaneous

25.1. Seller reserves the right to change, modify, add, or delete portions of these terms and conditions from time to time without further notice. The headings contained in these

General terms and conditions of sale and delivery

terms and conditions are included for convenience and shall not affect the language included herein.

26.0 Entire Agreement

- 26.1. Except as provided for herein, these terms and conditions, together with the Sales Order contain all of the terms and conditions governing the sale of the Products and may not be modified or amended by Buyer except by written agreement duly executed by the parties. Aside from the terms of any Sales Order, all prior agreements, representations, statements, negotiations and undertakings, whether oral or written, are superseded by these terms and conditions.

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-28

Responding Witnesses: Andrew Tucker, General Manager

Q 1-28. Refer to the Application, page 14, Item 31. Confirm that the financing discussed in the application will be for the amount of \$2,900,000. If not, explain.

A 1-28. No, the short-term financing referenced in the Application is a 22-month loan for approximately **\$1,400,000**. The District plans to finance the initial purchase of 5,000 meters and 3 data collectors with this loan, and once this debt is retired or substantially reduced, obtain another short-term loan to finish the AMI Project. Should the District need or elect to obtain long-term financing it will seek Commission approval **before** doing so.

The District notes that it anticipates having **excess grant funds** available to retire a portion of the \$1,400,000 short-term loan. The District reasonably anticipates finishing construction of several small projects that were funded by a \$1,265,805 series of Cleaner Water Program grants. The District was recently informed by its consulting

engineering company that there will likely be between \$250,00 and \$500,000 of grant funds remaining after the cost of all of the small projects is paid. The project profiles associated with these Cleaner Water Program grants (WX21099041, WX21099055, WX21009045, and WX210099045, and WX21169044) have been revised to include the purchase of AMI meters with any remaining grant funds. A letter confirming this is attached to this response as **Attachment 1-28**.

Attachment 1-28

Letter from Consulting Engineer



Kenvirons

July 10, 2026

770 Wilkinson Blvd. • Frankfort, KY 40601 • Phone: (502) 695-4357 • Fax: (502) 695-4363

Civil & Environmental Engineering and Laboratory Services

Mr. Andrew Tucker, Manager
Green River Valley Water District
PO Box 460
1180 East Main Street
Horse Cave, KY 42749

RE: Cleaner Water Program Grant
Remaining Grant Amounts

Dear Mr. Tucker,

As requested, the following table summarizes the Cleaner Water Program Grants that Green River Valley Water District received. The upper portion of the table provides the general information about the grants such as the WRIS Project Profile Number, Grant Number, Grant Amount. The lower portion shows the estimated final budget once construction is completed and the remaining of grant funds. The WRIS Project Profiles indicate that any remaining fund will be used to purchase meters for the Water District's advanced metering infrastructure, or AMI.

Green River Valley Water District	Hart County Waterlines	Shady Ln & Caldwell Rd Waterlines	Node Road WL & PS	Baren Co. Waterlines	Munfordville Pump Stat.	TOTAL CWP GRANTS
WRIS WX Number	WX21099041	WX21099045	WX21169044	WX21009045	WX21099055	
2021 KIA Grant Number	21CWW081	21CWW082	21CWW152	-----	21CWW368	
2021 Grant Amount	\$403,307	\$93,000	\$123,289	-----	\$300,000	
2022 KIA Grant Number	-----	-----	22CWW045	22CWW063	22CWW372	
2022 Grant Amount	-----	-----	\$108,995	\$200,000	\$157,214	
Supplemental Funding				\$180,000		
County	Hart	Hart	Metcalf	Barren	Hart	
Reallocated Funds	\$230,000	\$70,000				Total Grants
Revised Grant	\$173,307.00	\$23,000.00	\$232,284.00	\$380,000.00	\$457,214.00	\$1,265,805.00
Estimated Final Budget						
Engin.-Design	\$17,100.00	\$3,400.00	\$27,600.00	\$70,900.00	\$48,000.00	\$167,000.00
Engin.-Construction	\$4,300.00	\$800.00	\$6,900.00	\$17,700.00	\$12,000.00	\$41,700.00
Engin.-Inspection	\$1,200.00	\$300.00	\$1,900.00	\$4,800.00	\$6,400.00	\$14,600.00
Engin.-Other	\$700.00	\$100.00	\$1,200.00	\$3,000.00	\$24,300.00	\$29,300.00
Construction	\$108,242.15	\$7,701.15	\$167,107.71	\$230,018.84	\$270,228.99	\$783,298.84
Total Project Cost	\$131,542.15	\$12,301.15	\$204,707.71	\$326,418.84	\$360,928.99	\$1,035,898.84
Remaining Grant	\$41,764.85	\$10,698.85	\$27,576.29	\$53,581.16	\$96,285.01	\$229,906.16

If you should have any questions or need further assistance, please contact me at your earliest convenience.

Sincerely,

R. Vaughn Williams
President

GREEN RIVER VALLEY WATER DISTRICT

Case No. 2026-00092

Response to Commission Staff's First Request for Information

Question No. 1-29

Responding Witnesses: Andrew Tucker, General Manager

Q 1-29. Refer to the Application, page 8, Item 16. Refer also to the Application, Exhibit 5.

- a. Explain the increase in deposits from \$192.05 prior to deployment to \$1,397.27 following AMI deployment.**
- b. Explain whether this increase in deposits was considered in the calculation of increased revenues per active customer accounts.**

A 1-29a. The column labeled "Deposits" on the Billing Registers that were filed as Exhibit 5 to the Application does **not** refer to deposits paid by customers during the transaction date range. What appears in the "Deposits" column on the Billing Register is the amount of customer deposits applied to customer's final bills during the transaction date range. If a customer requests that service be discontinued (customer is moving outside of the District), and the customer has a deposit on file with the District, the amount of the deposit is applied to the customer's final bill. Therefore, from April 1, 2023 to August 31, 2024, \$192.05 in customer deposits was applied to customers' final bills. Likewise, from

October 1, 2024 to February 28, 2026, \$1,397.27 in customer deposits was applied to customers' final bills.

A1-29b. Because the information in this column has nothing at all to do with the amount of customer deposits **received** by the District during the transaction date range, it had **no role in the calculation** of increased revenues per active customer accounts. The calculation of the increased revenue per customer account and an explanation of the calculation is found in the Application on page 8, footnote 10. Also, additional information concerning estimated increased revenues associated with fully deploying AMI is found in Green River Valley District's response to Item 5 above.

Because the amount of customer deposits held by the District is reflective of the number of new accounts opened, and because the use of AMI technology **does not influence** the number of new accounts being opened, the District did not consider revenue received as a consequence of new accounts (customer growth) in making its calculation. The calculation of additional revenue was made *per account* for precisely this reason.

AMI technology can and does impact the amount of revenue received per account because the technology provides extremely accurate measurement of all water passing through the meter, even at very low flows. With mechanical meters, especially older mechanical meters, water passing through the meter at low flow is not always measured accurately.