### **COMMONWEALTH OF KENTUCKY**

### **BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

# ELECTRONIC APPLICATION OF BRONSTON)WATER ASSOCIATION, INC. FOR A CERTIFICATE)OF PUBLIC CONVENIENCE AND NECESSITY TO)CONSTRUCT A SYSTEM IMPROVEMENTS PROJECT) Case No. 2024-00076AND AN ORDER AUTHORIZING THE ISSUANCE)OF SECURITIES PURSUANT TO KRS 278.300)

### **Response to Commission Staff's First Request for Information**

The Bronston Water Association, Inc. ("Bronston Water"), by Counsel, hereby files its Response to the Commission Staff's First Request for Information, dated May 1, 2024, as follows:

**REQUEST 1:** Refer to the Application at Exhibit B describing the proposed waterline replacements and extensions.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

(a). State if Bronston Water considered using any material other than PVC, and if so, state what material was considered and why PVC was the least cost, reasonable alternative.

**RESPONSE 1(a):** No other pipe material was considered for the installation of the water line replacements or extensions. Bronston Water only has a small portion of ductile iron pipe in the entire water distribution system and that is for a location near a fuel station. Bronston Water does not have the equipment to tap or repair water lines other than PVC piping.

(b). State how Bronston Water determined the approximate diameter of pipe for each section of the Project.

**RESPONSE 1(b):** Bronston Water, through their Engineers, performed a hydraulic analysis of each proposed water line. The analysis takes into account the projected demand, the terrain, the anticipated growth in the area, the potential for further development and the need to maintain good water quality. All of this information is used to determine the size and diameter of the pipe.

(c). Explain the need for the extension of approximately 850 LF of 8-inch water line along Colyer Road.

**RESPONSE 1(c):** The existing 8-inch water line supplies water to the Woodson Bend Resort but stops short of approximately 850 LF with a 6-inch water line prior to the connection to the Woodson Bend Master Meter. In order to maintain proper supply and flow due to demand, the 8-inch water line will be extended and replace the existing 6-inch water line to the master meter.

(d). State the current age of the existing water lines that Bronston Water is seeking to replace.

**RESPONSE 1(d):** The water line to be replaced along KY Highway 790 has been in service since the early 1970's. The water lines to be replaced in the Rocky Point Subdivision have been in service since the late 1970's to early 1980's. The water lines to be replaced along Gibson Lane, Old Decker Road, and Timberlake Drive have been in service since the early 1970's. The water line to be replaced along Island View Drive has been in service since the early 1970's. The water lines to be replaced along Sugar Hollow Road and Strawberry Road have been in service since the early 1970's. The water lines to be replaced along Flynn Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water line to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced along Ruth Road has been in service since the early 1970's. The water lines to be replaced in the Riverwood Drive and the Riverwood Road Area (Alternate No. 2) have been in service since the early 1970's.

(e). State the cause of the deterioration of the current water lines that Bronston Water is seeking to replace.

**RESPONSE 1(e):** The cause of deterioration and the cause of the pipe to be brittle are due the age of the PVC piping. The life expectancy of piping installed in the early to late 70's has been estimated at around 45 to 50 years. Today's PVC pipe has a life expectancy of approximately 100 years but that can be shortened based on how the piping was installed and what time/climate of the year (i.e. cold temperatures).

**REQUEST 2:** Refer to the Application, Exhibit B, stating that the water line replacement project is needed to, among other things, improve "taste problems".

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

(a). Explain whether customers have complained about taste or how this issue was brought to Bronston Water's attention.

**RESPONSE 2(a):** Bronston Water has had minimal complaints (1 or 2 at most) of "taste problems". These complaints are usually filed when there is a water line break and a "boil water advisory" has been issued, thus the customer fails to acknowledge the "advisory" and does not or has not boiled their water prior to use and the taste problems are due to dirt and/or contaminants.

(b). Explain how the proposed Project will address that issue.

**RESPONSE 2(b):** The proposed project will replace the deteriorating and aged water lines of which Bronston Water has continuously repaired due to breaks or leaks with new PVC water lines. Bronston Water does a thorough flushing of the lines after any repairs of any line breaks or leaks.

**REQUEST 3:** Refer to the Application, Exhibit B, stating that the Project will also include installation of approximately 1,180 radio read meters.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

(a). State whether Bronston Water already owns the 1,180 radio read meters, and if so, when the meters were purchased; the cost of purchasing the meters; and if Bronston Water sought a CPCN from the Commission for the purchase of the meters and if not, why.

**RESPONSE 3(a):** Bronston Water Association does not currently own the new radio read meters. Bronston Water had planned to purchase the new meters and be reimbursed through project funding.

(b). State the make and model of the meters that will be installed.

**RESPONSE 3(b):** Positive Displacement Meter with DIALOG 3G AMR System as manufactured by Master Meter, Inc.

(c). State whether Bronston Water will install the meters or will retain contractors to do so.

**RESPONSE 3(c):** Bronston Water will install the new radio read meters.

(d). State whether the meters are replacing existing meters or new customers are being added.

**RESPONSE 3(d):** The new radio read meters are replacing existing radio read meters.

(e). State why Bronston Water choose the particular make and model of meter, what alternatives were considered, and why the meters selected were chosen over the alternatives.

**RESPONSE 3(e):** No other alternative radio read meter was considered due to the fact that Bronston Water has been using the Master Meter, Inc. system for nearly sixteen (16) years, since 2008.

(f). State if the installation of the radio read meters will also require the purchase and installation of equipment, computers, or software, to read the new meters, and if so, provide the estimated cost of that equipment and state how Bronston Water intends to pay for that equipment.

**RESPONSE 3(f):** Currently Bronston Water has all the updated equipment, computers, and software needed to read the new meters.

(g). State the expected service life for the proposed meters and provide any engineering reports or manufacturing data that support the expected service life.

**RESPONSE 3(g):** The expected service life for a Master Meter, Inc. Positive Displacement Meter is 15 to 20 years. See attached manufacturer data, **Exhibit Response 3G**.

**REQUEST 4:** Refer to the Application, Exhibit B, Public Necessity and Project Description. State who drafted that document.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 4:** Exhibit B was drafted by Deron S. Byrne, Monarch Engineering, Inc.

**REQUEST 5:** Refer to the Application, Exhibit B, Public Necessity and Project Description, and the Application, Exhibit D, KIA Conditional Commitment Letter, dated July 8, 2022, Attachment B.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

(a). Explain why Exhibit B states that 1,180 meters will be installed but Attachment B to Exhibit D states that 1,900 meters will be installed.

**RESPONSE 5(a):** The initial Drinking Water Project Profile, WX2119937, accepted on January 23, 2022 had an estimated 1,900 radio read meters to be installed/replaced of which KIA based their Executive Summary, Attachment B, Exhibit D. The project profile, WX2119937, was modified/updated later, March 7, 2024, to include the actual number, 1,180, of radio read meters to be installed/replaced.

(b). State the total number of meters to be installed.

**RESPONSE 5(b):** 1,180 radio read meters.

**REQUEST 6:** Refer to Attachment B to the KIA Conditional Commitment Letter, dated July 8, 2022, and Attachment B to the KIA Conditional Commitment Letter, dated March 8, 2024, which were filed collectively as Exhibit B to the Application. Refer also to the Application, Exhibit B, Public Necessity and Project Description. Attachment B to the July 8, 2022 letter includes the rehabilitation of a 100,000 gallon storage tank but that rehabilitation project is not included in the March 8, 2024 letter or Project Description. State whether the rehabilitation of the water tank was removed from the Project, and if so, why. If not, explain how that Project will be funded and why it was not included in this Application.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 6:** Due to the rising cost of materials and the possibility of a shortfall of project funding, Bronston Water elected to remove the tank rehabilitation from the project to prioritize the replacement of the existing water lines as detailed in the project description. In addition, a tank inspection had been performed on April 10, 2019. The tank inspector, Mid-South Tank Consultants, stated that the tank exterior and interior would continue to protect the steel for at least another seven (7) plus years, therefore, Bronston Water elected to postpone any refurbishing until 2025 or 2026. See attached **Exhibit Response 6**.

**REQUEST 7:** Refer to the Application, Exhibit I. Explain the differences in the base bids, Alternate No. 1, and Alternate No. 2, and state why the base bid was chosen.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 7:** The differences in the Base Bids, Alternate No. 1, and Alternate No. 2 is a contractor rationality that Bronston Water and the Engineers are not privy to. Some contractors have higher overhead, not all contractor's receive the same quote from vendors, and some contractors need the job more than others. Due to the rising cost of materials and the possibility of a shortfall of project funding, Bronston Water elected to choose the Base Bid based on the Engineer's recommendation and to include the most problematic areas of water line replacement and have the other areas of water line replacements as alternates. Should the project Base Bid come within the project budget with enough funds remaining to complete Alternates No. 1 and No. 2, then a recommendation to include the alternates in the award of the project would be recommended by Monarch Engineering, Inc.

**REQUEST 8:** State whether there were any other reasons besides lowest cost that caused Bronston Water to select Flo-Line Contracting for the Project.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 8:** Flo-Line Contracting was selected based on previous project experience and recommendations from other utilities. Contract documents require that the Bidding Contractors shall provide at least three (3) previously completed projects of similar scope with utility name and contacts. The Engineer, Monarch Engineering, Inc., then contacts the previous project utility to get a recommendation on the contractor's performance and quality of work.

**REQUEST 9:** State whether Monarch Engineering made any recommendations regarding bid selection, and if so, provide a copy of those documents.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 9:** See the Engineer's letter of recommendation (Exhibit Response 9).

**REQUEST 10:** Refer to the Application, Exhibit K.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

(a). Explain where in the budget, if at all, the installation of the meters is included.

**RESPONSE 10(a):** The installation of the new radio read meter replacements will be performed by Bronston Water and is not explained in the budget.

(b). If it is not included, explain how the installation will be funded.

**RESPONSE 10(b):** The installation of the new radio read meters will be performed by Bronston Water which considers the replacement of meters as a routine maintenance item which is funded by Bronston Water through general wages.

(c). Explain what is included in the \$625,420 Development-Alternates expense.

**RESPONSE 10(c):** The increase in the B22-005 Loan of \$625,420 Development includes Alternate No. 1 which consists of a water line replacement upgrade along KY Highway 790 in Wayne County, Kentucky. Alternate No. 1 will consist of replacing approximately 5,800 LF of existing 4-inch PVC water with a new 6-inch PVC water line and accessories. In addition, Alternate No. 2 is included to replace approximately 2,910 LF of existing 2-Inch and 3-inch PVC water lines with new 3-Inch PVC water lines along Riverwood Drive and Riverwood Road in Pulaski County, Kentucky.

**REQUEST 11:** Refer to Bronston Water's 2022 Annual Report in which it reports a total water loss of 12,771,000 gallons, approximately 14.5155 percent. State how much Bronston Water expects that percentage will be improved by the proposed Project.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 11:** Based on the fact that the Project approximate 46,000 LF of water line replacement and is only 7.9% of the total water line in the Bronston Water system, the project will only improve approximately 1.14% of the systems water loss.

**REQUEST 12:** Provide a breakdown showing the number of each type of meter currently used on Bronston Water's system by make and model.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

Meter Size	Number of Meters	<u>Make</u>	Model
5/8 x 3/4	1,930	Master Meter	Direct Read DIALOG 3G AMR
1 inch	28	Master Meter	Direct Read DIALOG 3G AMR
1.5 inch	2	Master Meter	Direct Read DIALOG 3G AMR
2 inch	18	Master Meter	Direct Read DIALOG 3G AMR
3 inch	10	Master Meter	Direct Read DIALOG 3G AMR
4 inch	3	Master Meter	Direct Read DIALOG 3G AMR
6 inch	2	Master Meter	Direct Read DIALOG 3G AMR

<b>RESPONSE 12:</b>	The number of Radio Read meters in Bronston Water's system is:
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**REQUEST 13:** State whether Bronston Water currently uses an AMR or AMI system for meter reading, and if so, describe the type of system and identify those meters that Bronson Water currently uses that are compatible with that system.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 13:** Currently Bronston Water uses an AMR system for meter reading. Bronston Water has a lap top computer system set up in a maintenance truck owned by Bronston Water which uses wireless radio transmitters AMR to remotely read customer meters and then transfer the data into billing system. AMR has drastically reduced the need for meter readers to manually gather utility meter readings. The modules transmit meter readings and meter identification numbers back to the lap top. Diagnostic information is also transmitted to verify that the meter is operating correctly.

**REQUEST 14:** State whether Bronston Water expects to replace all the meters on its system with the radio read meters.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 14:** All of the Bronston Water meters are radio read meters. Since 2018, Bronston Water has scheduled to replace approximately 200 existing radio read meters each year pending the date and area the existing radio read meters were installed. Initially, radio read meters were installed in the system starting in 2008.

**REQUEST 15:** Explain how bids were solicited for the proposed Project, whether through direct solicitation, publication, or another method. If solicited through publication, provide a copy of the publication and state the days on which it was ran.

WITNESS: Deron S. Byrne, P.E., Monarch Engineering, Inc.

**RESPONSE 15:** Bronston Water advertised for bids in the local newspaper and publication was made on November 11, 2023 (see **Exhibit Response 15**).

### Certification of Responses to Commission Staff's First Request for Information

I hereby certify that I have supervised the preparation of the Responses to the Commission Staff's First Request for Information. This information provided in the Responses is true and accurate to the best of my knowledge, information, and belief-formed after a reasonable inquiry.

Deron S. Byrne, P.E.

Monarch Engineering, Inc

The undersigned has prepared this Response as Counsel to and on behalf of the Bronston Water Association, Inc., a governmental agency, and hereby certifies that this Response is true and accurate to the best of the undersign's knowledge, information and belief formed after a reasonable inquiry.

Respectfully Submitted: Rubin & Hays

By <u>W. Randall/Jones, Esq., Counsel</u> for the

W. Randall Jones, Esq., Counsel for the Bronston Water Association, Inc. Kentucky Home Trust Building 450 South Third Street Louisville, Kentucky 40202 Telephone: (502) 569-7534 Fax: (502) 569-7555 Email: wrjones@rubinhays.com

### **CERTIFICATE OF SERVICE**

The undersigned, in accordance with 807 KAR 5:001, Section 8, hereby certifies that the Bronston Water Association's electronic filing of the foregoing Response is a true and accurate copy of the same document being transmitted via electronic filing to the Kentucky Public Service Commission on May 13, 2024; that there are currently no parties that the Kentucky Public Service Commission has excused from participation by electronic means in this proceeding.

<u>U</u>, <u>W</u>. Randall Jones, Esq.

W. Randall Jones, Esq. Rubin & Hays Kentucky Home Trust Building 450 South Third Street Louisville, Kentucky 40202 Phone: (502) 569-7534 Fax: (502) 569-7555 Email: <u>wrjones@rubinhays.com</u> Counsel for Bronston Water Association

# EXHIBIT 3G

Meter Documentation

**EXHIBIT 3G** 



Consolidated Measurement and Systems Products & Meter Accuracy Warranty



# Multi-Jet 5/8" –2" and Positive Displacement 5/8" – 1"

### **Scope of Integrity**

This warranty applies exclusively to Master Meter Multi-jet 5/8", 3/4", 1", 1.5", and 2" meters and Positive Displacement 5/8", 3⁄4", and 1" meters when used for clean cold potable water (per applicable AWWA Standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

### **Materials and Workmanship**

If used and installed as described above, Master Meter warrants all Multi-jet (5/8", 3/4", 1", 1.5" and 2") and Positive Displacement (5/8",  $\chi$ ", and 1") to be free from defects in materials and workmanship for a **period of 24 months.** 

#### **Case Integrity**

If used and installed as described above, Master Meter, Inc. warrants that the low lead bronze cases of the 5/8", 3/4", 1", 1.5" and 2" Multi-Jet Meters and the 5/8", 3/4", and 1" Positive Displacement Meters will retain their structural integrity for a period of 25 years from the date of Master Meter shipment.

The Master Meter Positive Displacement meets or exceeds the AWWA's most recent revision of C700 Standard for Accuracy The Master Meter Multi-jet meets or exceeds the AWWA's most recent revision of C708 Standard for Accuracy.

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5 YEARS NEW				15 YE	ARS REPAIRED
	5/8" x 3/4"	3/4"	1"	1.5"	2"
NEW Meter Accuracy	5 Years or 750,000 USG	5 Years or 750,000 USQ	5 Years or 1,100,000 USQ	5 Years or 1,600,000 USG	5 Years or 2,100,000 USG
REPAIRED Meter Accuracy	15 Years or 2.500,000 USG	15 Years or 2,500,000 USG	15 Years or 3,250,000 USG	15 Years or 5,600,000 USQ	15 Years or 10,400,000 USG



# **Ultrasonic Smart Measurement**

### **SONATA Ultrasonic for Residential Applications**

### **Scope of Integrity**

This warranty applies exclusively to Master Meter Sonata 5/8", 3/4" and 1" meters when used for clean cold potable water (per applicable AWWA standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

#### **Case Integrity**

If used and installed as described above, Master Meter warrants all Sonata meters (5/8", 3/4" and 1") will retain their structural integrity for a **period of 20 years.** 

#### Electronics

If used and installed as described above, Master Meter warrants all Sonata meters (5/8", 3/4" and 1") batteries, transducers, LCD, and communications output (encoder, or integrated 3G Radio) will be warranted for a **period of 20 years**. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11 - 20 as listed below.

#### Accuracy

Master Meter warrants all Sonata meters (5/8", 3/4" and 1") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Sonata Product Data Sheet for a **period of 20 years**. Master Meter will repair or replace the meter at no cost for the first ten (10) years and prorated in Years 11-20 as listed below.



### **OCTAVE Ultrasonic for Commercial and Industrial (C&I) Applications**

#### **Scope of Integrity**

This warranty applies exclusively to Master Meter Octave 1.5" - 12" meters when used for clean cold potable water (per applicable AWWA standard) and installed in accordance with Master Meter published installation instructions in effect as of the date of Master Meter's shipment. This warranty applies exclusively to the original utility purchaser when product is purchased from either Master Meter or an authorized Master Meter distributor. Coverage in both terms of time and registered usage is from date of shipment by Master Meter.

#### **Case Integrity**

If used and installed as described above, Master Meter warrants all Octave meters (1.5" - 12") will retain their structural integrity for a **period of 10 years.** 

#### Electronics

If used and installed as described above, Master Meter warrants all Octave meters (1.5" - 12") main board, batteries, transducers and LCD will be warranted for a **period of 10 years**. Externally attached communication output modules (encoder, pulse, 4-20, dual output and Modbus) will be warranted for a **period of 1 year**.

#### Accuracy

Master Meter warrants all Octave meters (1.5" - 12") will meet or exceed +/- 1.5% accuracy in the Normal Operating Range of the meter, as defined in the latest revision of the Octave Product Data Sheet for a **period of 10 years**.



# **C&I Products – Turbines, Fire Hydrant Meters**

#### Turbine Meters and Fire Hydrant Meters

Master Meter 2" – 8" bronze body and 10" and 12" cast iron body **Turbine Meters** and **Fire Hydrant Meters** are warranted to perform to all applicable AWWA accuracy standards. Turbine and Fire Hydrant Meters are warranted be free from **material and workmanship** defects for two years (24 **months**) as of the date of Master Meter's shipment. Master Meter Turbine and Fire Hydrant Meters are warranted for accuracy for **one (1) year** from the date of Master Meter shipment.

ALL MASTER METER PRODUCTS NOT SPECIFICALLY IDENTIFIED ABOVE, OR ANY METER USED FOR NON-POTABLE WATER, ARE WARRANTED TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR ONE (1) YEAR AS OF THE DATE OF MASTER METER'S SHIPMENT.



# **Register & Electronics – General Limited Warranty**

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3G-DS Interpreter and Interpreter II Register & External Transceivers					30%	30%	30%	30%	30%	40%	40%	40%	40%	40%					
Allegro <sup>™</sup> Registers & External Tranceivers				30%	30%	30%	30%	30%	40%	40%	40%	40%	40%						
Interpreter Register for GridLinx <sup>™</sup> & External Tranceivers					30%	30%	30%	30%	30%	40%	40%	40%	40%	40%					
Interpreter Register for Itron <sup>®</sup> & External Tranceivers					30%	30%	30%	30%	30%	40%	40%	40%	40%	40%					
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DISCOUNT PERCENTAGES WILL BE APPLIED AGAINST PUBLISHED LIST PRICES IN EFFECT AT THE TIME THE PRODUCT IS ACCEPTED BY MASTER METER UNDER WARRANTY CONDITIONS. THE WARRANTIES CONTAINED ABOVE HEREOF ARE THE ONLY WARRANTIES WITH RESPECT TO THE LISTED PRODUCTS, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES OR ARISING BY LAW. IN PARTICULAR, MASTER METER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES SHALL BE VOID IN THE EVENT THAT MASTER METER DETERMINES THAT THE FAILURE OR DEFECT IN THE LISTED PRODUCT HAS ARISEN AS A RESULT OF THE PRODUCT BEING USED FOR ANY PURPOSE OTHER THAN THAT WHICH WAS INTENDED AND APPROPRIATE AT THE TIME OF MANUFACTURE INCLUDING USE IN A CONFIGURATION OTHER THAN AS RECOMMENDED BY MASTER METER OR AS A RESULT OF IMPROPER INSTALLATION OR MAINTENANCE.

I. Master Meter, Inc. ("Master Meter") warrants its products and parts to be free from defects in material and workmanship for **one (1) year** from the date of Master Meter's shipment, if not otherwise specified or as set forth in this document.

II. Allegro<sup>™</sup> Integrated registers and Allegro<sup>™</sup> External Transceiver Modules are warranted to be free from defects in materials and workmanship for Ten (10) years from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following Ten (10) years based on the discounted rate value listing above (configured to the original factory settings of twice daily transmissions of 12 hourly interval reads, allowing for no more than 2 customer requested firmware upgrades for the life of the product, and no more than 4 data logs per year.) All other Allegro System Components are warranted to be free from defects in materials and workmanship for One (1) year from date of shipment by Master Meter.

III. DIALOG 3G<sup>™</sup> DS, DIALOG 3G<sup>™</sup> DS Interpreter / Interpreter II registers, and DIALOG 3G<sup>™</sup> External Transceiver Modules are warranted to be free from defects in materials and workmanship for Ten (10) years from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following Ten (10) years

Effective Date 05.29.2020

based on the discounted rate value listing above (configured to the original factory settings with a typical usage of no more than 4 data logs per year.) All other DIALOG 3G DS System components and features are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

IV. Interpreter<sup>™</sup> Register with GridLinx<sup>™</sup> Protocol, Interpreter<sup>™</sup> Register with Itron<sup>®</sup> (formerly Silver Spring Networks) Protocol, and all GridLinx or Itron External Transceiver Modules operating on the GridLinx and Itron Network are warranted to be free from defects in materials and workmanship for **Ten (10) years** from date of shipment by Master Meter and at a prorated replacement cost of current list price during the following **Ten (10) years** based on the discounted rate value listing above (configured to the original factory settings.) All other System Components for Registers based on GridLinx and Itron Network are warranted to be free from defects in materials and workmanship for **One (1) year** from date of shipment by Master Meter.

V. AccuLinx<sup>™</sup>, eLinx<sup>™</sup>, and DIRECT READ registers are warranted to be free from material and workmanship defects for ten (10) years, and DIRECT READ registers for fifteen (15) years, from date of Master Meter shipment. All other Master Meter products not specifically



identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of Master Meter shipment.

VI. **ReadMaster**<sup>™</sup> registers are warranted to be free from material and workmanship defects for five (5) years from date of shipment by Master Meter (configured to the original factory settings four (4) transmissions daily). All other ReadMaster system components not specifically identified above are warranted to be free of defects in materials and workmanship for **one (1) year** from date of shipment by Master Meter.

VII. DIALOG 3G<sup>™</sup> Gas Modules and DIALOG 3G<sup>™</sup> Electric Modules are warranted to be free from defects in material and workmanship for one (1) year from date of shipment by Master Meter.

VIII. RETURNS: Master Meter's obligation, and Customer's exclusive remedy, under this Limited Warranty is, at Master Meter's option, to repair or replace the product, provided the Customer (a) returns the product to the location designated by Master Meter within the warranty period; and (b) prepays the freight costs to such location.

## Warranty & Limits of Liability

This warranty does not apply to meters or registers determined by Master Meter, at its sole discretion, to have been damaged by aggressive water conditions, foreign matter in water, vandalism, negligence, installation not in accordance with Master Meter, Inc. installation instructions, misapplication or other use not as described on this document, acts of God or other conditions beyond the control of Master Meter, Inc. This warranty is null and void if it is determined by Master Meter that a meter is altered by the addition of any register not manufactured by or on behalf of Master Meter, Inc. for its specific model and size. If a meter is claimed to breach the accuracy guarantees as stated herein, the customer shall submit a certified copy of the test results at the time the meter is returned to Master Meter, Inc. The accuracy warranty shall be void if an examination of the customer's water system shows poor water quality causing an unusually adverse effect on metering equipment.

Master Meter's liability under this warranty is expressly limited to repair or replacement of the product, or similar product and/or component, at Master Meter's sole discretion, at Master Meter's option. The repaired or replacement product will maintain the original meter's warranty based on the original purchase date. The customer must pay for freight cost of the returned product or products to the factory or service center designated by Master Meter. The product returned becomes the property of Master Meter.

If product is not determined to be under warranty, customer will pay freight for return of the original product. If the product is determined to be under warranty, the product will be repaired and returned to the customer, replaced, or Master Meter will determine a suitable substitute (at Master Meter's sole option), with freight paid by Master Meter. The original product returned becomes the property of Master Meter. Master Meter shall not be liable for special, incidental, in-direct or consequential damages of any kind.

The return of products for warranty claims must follow Master Meter's Returned Materials Authorization (RMA) procedures. All Master Meter Products returned must be affixed with an approved Return Authorization form. For all returns, Master Meter reserves the right to request meter reading records by serial number to validate warranty claims.

For products that have become discontinued or obsolete ("Obsolete Product"), Master Meter may, at its discretion, replace such Obsolete Product with a different product model ("Replacement Product"), provided that the Replacement Product has substantially similar features as the Obsolete Product.

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# **EXHIBIT 6**

Tank Inspection Summary

### **INSPECTION SUMMARY**

### ECHO POINT TANK 100,000-GALLON ELEVATED

### **BRONSTON, KENTUCKY**

### April 10, 2019

<b>Capacity</b> :	100,000 Gallons	<b>Type Const:</b>	Welded Steel
<b>Builder:</b>	Caldwell Tanks, Inc.	Elev. To Bottom:	76'-4"
Built:	2003 Contract # E-5517	<b>Tank Diameter:</b>	30'-0"
<b>Riser Pipe:</b>	4' diameter	Head Range:	22'-8" ·
Tower:	(4) Tubular legs 20" diameter w/ (1) set of double channel struts	Tank:	Ellipsoidal

### **GENERAL:**

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On April 10, 2019, Mid-South Tank Consultants inspected the 100,000 gallon elevated tank identified as the "Echo Point Tank" located near Bronston, Kentucky and cleaned the lower interior by pressure washing. The inspection was performed in accordance with the proposal approved by Mr. J.C. New of Bronston Water. Based on the areas that were accessed, the following report describes the structural, sanitary, safety, and coating conditions. This report also includes recommendations for repair and maintenance. The tank was last painted in August of 2012.

### **STRUCTURAL:**

Foundations: The concrete foundations for all the support legs and the riser pipe were well exposed and in good structural condition without spalling or significant cracking. No signs of deterioration were visible. The white epoxy coating is delaminating on some surfaces.

Erosion and/or Settling: None.

Column Flanges: The flanges are in excellent condition.

Anchor Bolts: All anchor bolts appear to be structurally sound. The coating continues to protect the steel.

Tower Members: All four 20" diameter legs are in proper alignment and free of any structural deficiencies. The fluorourethane finish coat provides excellent

protection to the steel. The coating still has good adhesion except on the southwest leg and has an average thickness of 11.1 mils. All windage rods and struts were in good condition. Struts were constructed from two perpendicular channels. All connections were sound.

Riser Pipe: The 48" diameter welded steel pipe is in good structural condition. The exterior coating is free of failures. The finish coat has maintained a high gloss new look. The coating system exhibits very good adhesion. The interior coating is performing well. Minor rust was noted on scattered ladder rungs and on the fill pipe. The riser has a ladder. There is a handrail around the riser opening. The chains across the opening in the handrail show signs of corrosion. The DFT in the riser pipe ranged from 12.2-18.5 mils and averaged 14.53 mils.

Tank Shell: Exterior ⇒ The coating continues to provide very good protection to the steel. The finish coat has maintained its gloss. Minor rust was noted on the edges of the target and along the balcony. The dry film thickness (DFT) ranged from 7.9 to 14.7 mils and averaged 12.32 mils on the shell. Interior⇒ The zinc primer and two coats of epoxy applied in 2012 continue to perform very well on the vast majority of the surfaces. Minor delamination was noted on the south upper knuckle. Minor rust was noted along the vent pipe and roof accessory hatch edges as well as the edges of the fill pipe cover and along some weld seams. The DFT ranged from 12.7-20.7 mils and averaged 16.09 mils. Pressure washing removed the staining in the bowl.

Exterior Ladders: The tank and leg ladders are structurally sound. The roof ladder is welded in place. The tank ladder extends to the bottom of the balcony. The handrail has a framed opening allowing personnel to step through. However, the safety cable is attached to the center of the frame and inhibits passage. The cable needs to be lowered to allow easier access. A stainless steel safety chain was installed across the opening in the handrail.

Interior Ladders: The tank ladder is in good structural condition. New ¾" stainless steel bolts were installed at the top of the tank ladder during the last maintenance event. The bottom of the ladder is welded to the bowl. The riser ladder is in good condition.

Safety Climbing

**Devices:** 

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The exterior and interior ladders have cable type fall prevention safety devices. The exterior devices are in good condition. The interior device hardware has started to deteriorate on the tank ladder. The hardware that connects the cable to the base of the riser pipe ladder has completely deteriorated and the cable is hanging free.

Balcony: The balcony is 30" wide with a 42" tall handrail and a 4" kick plate. The handrail is constructed of a 2" x 2" angle top rail and a 2" wide mid rail. The balcony is in good condition except for one spot where the finish coat and intermediate coat have delaminated on the south side. Twelve additional drain holes were drilled during the last maintenance event.

Vents: The existing 24" diameter vent pipe is in good condition. It has a permanent steel outer screen and a fine mesh inner screen. An aluminum cover was installed during the last maintenance event.

Roof: Exterior → The fluorourethane finish coat continues to provide excellent protection to all surfaces. The coating exhibits excellent adhesion. Interior → The roof coating is in very good condition except for one section of the roof finger panels where the finish coat has delaminated. Corrosion has developed along the edges of the vent pipe, fill pipe cover and accessory hatch frame. The roof seams were sealed with caulk during the last maintenance event.

Aviation Light: The tank does not have an aviation light.

Overflow Pipe: The 6" diameter pipe extends from the southeast upper knuckle, through the balcony, down the ladder leg to a discharge point 10' horizontally from the foundation. The stainless steel insect screen is located between bolted flanges. The pipe has a flapper value and a concrete splash pad to minimize erosion.

Siphon pipe: N/A

Welds: No structurally unsound welds or connections were observed.

Bolts: All bolts that could be inspected appear structurally sound.

Rivets: N/A

Pins: All pins appeared to be structurally sound.

Manways: The riser has a 14" x 18" oval manway that attaches with two bolted clamps.

Level indicator: The level indicator was functioning properly. If a SCADA level control system is installed the existing float and target board can be removed.

Leaks: None reported or noted.

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Fence:	The site has an 8' perimeter chain link fence with barbed wire at the top. The fence is in good condition.
Gate:	There is one vehicle gate.
Locks:	The gate was secured with a lock. The leg ladder has a climb prevention shield that was locked before and after the inspection.
Overflow Screen & Flap:	The discharge point of the overflow pipe has a sound insect screen and a flapper valve.
Vent Screen:	The roof vent has an expanded metal outer screen and a fine mesh stainless steel screen inside it.
Access Hatch:	The hatch is a 24" diameter AWWA approved type with a drip-proof lid. The hatch is in good condition with minor rust on the hatch frame. Access to the ladder was satisfactory.
Access Hatch Lock:	The roof access hatch was not locked.
Evidence of Foreign Matter:	None in the water-bearing area.
Evidence of Vandalism:	None.
Sediment:	There was a shallow ring of sediment around the riser. All interior water-bearing surfaces were stained and the lower tank had a light layer of sediment. A few inches of sediment was present at the bottom of the riser.
Silt Stop:	The fill pipe extends 16" above the floor and has a protective cover.

### <u>COATING:</u>

### Exterior Surfaces:

### Exterior Coating

**Condition:** 

The tank was over coated in 2012. The original epoxy/epoxy/polyurethane system was pressure washed. A spot prime coat of polyamidoamine epoxy was applied to failed spots, a full coat of urethane was applied followed by a full finish coat of fluorourethane. The finish coat of fluorourethane continues to perform well on the majority of the surfaces and should continue to do so for the next 7+ years. The average dry film thickness (DFT) was 15.12 mils on the shell and 12.17 mils on the roof. The existing coating is satisfactory for over coating after pressure washing.

### **Interior Surfaces:**

### Interior Coating

Condition:

The original coating applied in 2003 was completely removed by abrasive blasting to near white metal in accordance with SSPC-SP10 in 2012. A zinc primer followed by two coats of polyamidoamine epoxy were applied. The coating provides very good protection to 97% of the surfaces and should continue to do so for the next 7+ years. Isolated active corrosion cells were noted along weld seams, on pipe and plate edges and in scattered spots in the riser pipe. A small area of finish coat delamination was visible on the roof finger panels.

### SAFETY NOTES:

- 1. The chains at the opening in the handrail around the top of the riser pipe and the connecting hardware should be stainless steel.
- 2. The hardware that connects the interior fall prevention cables to the tank and riser pipe ladders should be removed and replaced with stainless steel hardware.
- 3. Add a stainless steel chain across the balcony opening at the top of the leg ladder at the handrail height.

### **REPAIRS:**

1. Caulk all interior roof lap seams and the crevice between the roof vent and cap plate as well as the roof access hatch with Sika Flex-1A. (Est. 125 LF)

- 2. Fill sharp edge pits and pits deeper that 1/16" with Tnemec series 215 Surfacing Epoxy. (Est. 4 SF)
- 3. All concrete foundations shall be brush blasted and sealed with two coats of Tnemec series 156.

### **RECOMMENDATIONS:**

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The existing interior coating will continue to protect the steel for at least another seven years. The tank should be inspected at five year intervals. Following the 2026-year inspection interval we recommend the complete removal of the existing coating system by abrasive blast cleaning to near white metal followed by the application of a new 10 to 15 mil highperformance zinc/epoxy/epoxy system which is NSF-approved for potable water contact. Any pitted surfaces should be filled with solventless epoxy caulk. Any roof lap joints and gaps should be sealed with Sika Flex-1A flexible caulk. It may be possible to avoid total coating system removal at the end of the coating systems 15 year life span. A qualified inspector should advise if the tank could be sweep blasted and over coated at a cost savings to the owner.

The existing exterior finish coat of fluorourethane is still providing very good protection, and should continue to do so for the next 7+ years. The prime and intermediate coats of epoxy are still in good condition and exhibit excellent adhesion to the steel substrate. Following the 2026-year inspection interval we recommend that all surfaces be cleaned by pressure washing and then apply an over coat of urethane and fluorourethane. Any failed areas should be cleaned to bare metal by power tool cleaning per SSPC-SP11. A coat of epoxy should be applied to these areas prior to the application of the urethane intermediate coat and the fluorourethane finish coat.

# EXHIBIT 9

Engineer's Letter of Recommendation



December 4, 2023

Mr. Eric Keith, President Bronston Water Association 2013 Highway 90 PO Box 243 Bronston, Kentucky 42518

Re: Bronston Water Association 2022 Water System Improvements & Replacements Project KIA Fund B 22-005

Dear Mr. Keith:

On December 1, 2023, bids were received by the Bronston Water Association for 2022 Water System Improvements & Replacements Project. Four bids were submitted on the project and the lowest base bid was by Flo-Line Contracting located in Monticello, Kentucky for an amount of \$2,172,920.00. This total construction cost is based on the fact that the Base Bid would be within the total project budget. But with the need to construct both Alternates No. 1 and No. 2, the need for additional funding will be required as shown on the attached Final Project Budget. A copy of the summarized bid tabulation of all bids received is attached along with a final project budget.

In reviewing the Kentucky Infrastructure Authority Conditional Commitment Letter dated July 8, 2022, the amount of funds available for development is \$2,743,000.00. As indicated in the attached Final Project Budget, summing the low bid from each construction contract results in a total Base Bid construction cost of \$2,172,920.00, plus alternates, and a total project cost, including contingency, of \$3,368,420.00. Therefore, the total "as-bid" project costs plus the Alternates exceed the amount of allocated financing by \$625,420.00. Therefore, based on the competitive nature of the bids received, and the necessity of the proposed replacements and improvements, we strongly recommend that the Association consider awarding a contract to Flo-Line Contracting for an amount of \$2,172,920.00 for the 2022 Water System Improvements & Replacements Project and consider acquiring additional funding needed to proceed with the development of the project in full. This recommendation is contingent upon approval by Kentucky Infrastructure Authority and the Kentucky Public Service Commission.



December 4, 2023 Page Two

Given approximately 12% of contingency funds, in the amount of \$260,080.00, which are likely to remain following completion of the project, the inclusion of the Alternate water line replacements and improvements should be considered. Although the total cost of the two alternates is \$885,500.00, we anticipate that the majority of the contingencies will remain at the end of the project to construct all of Alternate No. 1 and a portion of Alternate No. 2, keeping the amount of additional funding borrowed down to a minimum of \$625,420.00, in lieu of the full \$885,500.00. This recommendation is based on the need for the water line replacement of an existing 4-inch water line with a 6-inch water line along Kentucky Highway 790 in Wayne County, KY and the water line replacements in the Riverwood Drive area. In any case, further discussion regarding the use of the remaining funds plus the need for additional funding should be undertaken between Bronston Water Association's management and Board of Directors. In the case of Alternate No. 1 and Alternate No. 2, the Association should seek additional supplemental funding from the Kentucky Infrastructure Authority through a formal loan increase request.

Please be advised that acquiring additional financing could be a fairly lengthy process and should begin immediately. A delay in action on the part of the Association could result in an inability to award the contracts before the bids expire. Therefore, we recommend that you take action now to minimize the delay and ensure the realization of this much needed project.

Sincerely, Deron S. Byrne, P.E. **Project Engineer** 

/dsb.

cc: Julie Bickers Kentucky Infrastructure Authority

# EXHIBIT 15

**Bid Publication** 



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