

REPORT OF THE PENNICHUCK WATER SPECIAL COMMITTEE

JANUARY 31, 2005

A meeting of the Pennichuck Water Special Committee was held on Monday, January 31, 2005 at 7:04 p.m. in the Aldermanic Chamber.

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Alderman Brian S. McCarthy presided

Members of the Committee present: Alderman-at-Large Steven A. Bolton
Alderman-at-Large David W. Deane
Alderman David D. Lozeau
Alderman Robert G. Shaw, Jr.

Members not in Attendance:

Also in Attendance: Karen White, Merrimack Valley Regional Water District

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DISCUSSION

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Chairman McCarthy

Tonight we have several documents to review a couple of which you have seen before. We had gone through the water utility operations and maintenance RFP. This is actually the revised draft with comments in it. So is the draft water ordinance. I thought we would want to go over that one in a little more detail because the section that we found confusing on extension of the mains I believe had been reworked significantly. The Water Utility Oversight Services we have not gone through yet. I guess I would ask what the pleasure of the committee is in terms of order and how we want to go about this. We can go through them page by page again. I would hope that on the Utility Operations and Maintenance RFP that would be fairly easy because it should have most of our comments in it already.

Do we want to discuss that one first? Starting on page 4, which is the first page of actual text, the notice – comments on instructions to proposers, definitions, background, scope of services,

Karen White

Can I ask where we are?

Chairman McCarthy

We are actually up to page 10 the minimum submission requirements.

Karen White

In the next to the last paragraph, last sentence, the question was just raised in the sole opinion of the city. We asked whether members of the district could be included there – whether that would change the intent of the paragraph maybe with input from..

Chairman McCarthy

In consultation with the Regional Water District maybe?

Karen White

Sounds great.

Alderman Bolton

The city can agree to consult with the Regional Water District on any and everything. I don't think we ought to write that into the RFP because the RFP actually forms part of the contract between us and someone else so why give this third party any right of how we do our consultations and whom we do a consultation with?

Karen White

I guess the thought that I had here was as you read through these documents it does say that the agreement secured by the city will be transferred in total to the district so it would seem that the only truly opportune time for the district to have input would be prior to the contract being solidified.

Alderman Bolton

I don't think it is a big point, but I don't think you want to – if we have a situation where for whatever reason the Public Utilities Commission doesn't want something assigned that way or there is a lag in having it done, if we have a proposer that we want to make a deal with we don't want to put ourselves in a disadvantageous position by them saying somehow we have to demonstrate that we have gotten the authority to enter in to the agreement that they propose.

We should not be providing that kind of wiggle room. We can enter into separate understandings between the city and the district that gives the district how much authority we want. We should not be providing third parties with some benefit of being able to wiggle out of an agreement if it appears advantageous to them to do so.

Chairman McCarthy

I understand your point. This basically is the basis of the agreement between the city as the likely owner at the time the agreement is struck and the third party who will be doing the operations, which is different from the agreement of the City and the Regional Water District over how to do things.

Alderman Bolton

As long as we make sure that we have the right to make that assignment and then we can have some independent agreement with the district as to how much and when their say comes in, but putting it all in one document would give rights to someone there is no reason to give them to.

Chairman McCarthy

I guess I understand that point. Was that Attorney Drudge's comment or is that ...

Karen White

That was one that he brought up just because other places in this document it does say that contract will pass as is to the district. He just wanted to make sure that there was an appropriate time and place to comment before it was finalized.

Chairman McCarthy

You understand Attorney Bolton's ...

Karen White

I do yeah.

Chairman McCarthy

I think I am inclined to leave it alone if it is not major heartburn for the district simply because it simplifies the signing of the final contract for the city. It certainly doesn't change our intention to make that selection in concert with the district.

Karen White

Would you be amenable then to a side agreement?

Chairman McCarthy

I think we can sort that out. We don't have a written agreement, but we have been ...

Karen White

You have seen sending us all sure everything...

Chairman McCarthy

Any other comments in sections 1-4? That takes us up to Section 5 on page 10.

Karen White

I have a comment on page 6. This one actually came from two other of the directors. On C-Regional Water District, last sentence "It is the city's intention to transfer the ownership of the water utility assets to the district upon completion of the taking." The question is, is it the if possible...

Chairman McCarthy

Yeah I think it is particularly for the same reason – if you don't and let's say we get some unanticipated complication with the transfer does that excuse the person who is not contracted for the operations from meeting the terms of the contract?

Karen White

Then on page 7 under Scalability, the Steve Judge had raised a question – offerers must be able to address how they will scale their technical and price proposals to a utility that does not include the satellite systems of PWW. Responses shall assume that the city will require at least the Nashua treatment facility. Should there is a clause in here for possible or future expansion or contingency plan if we are able to at some future time acquire PEU and/or PAC? You are asking for contingency plans – it kind of goes from the larger to the smaller. In an ideal world there may be a way to go from a smaller to a larger.

Chairman McCarthy

I think I would actually like to see that. The question is whether that causes us a – we now have the city asking for something that it has been told it cannot have. Alderman Bolton do you have a suggestion that ..

Alderman Bolton

I think you have hit one of the problems. You put this in and then all of this becomes part of our presentation to the PUC on things like public interest and so forth because we can deliver at whatever price we can deliver at and so forth, and they see this and say what is this doing in here we said you couldn't take these other utilities – it may be off putting and difficult to understand.

Chairman McCarthy

I guess what I would like to understand is assuming that the owner becomes someone who can own those assets what the proposers' plan to deal with that.

Alderman Bolton

It may make it needlessly complex and it may even change the analysis. Maybe what you want to do assume this all goes through, Pennichuck Water Works is acquired and assigned to the district and then by some method other communities who are served by Pennichuck East or Pittsfield in the case of utility servicing them decides that it wants to acquire one or both of those other utilities and folds them in as well, the time to address that is then not now.

Alderman Shaw

I was looking back for this and maybe this is really the only place that the scale essentially the scale question is raised, but what about stating something that is more generic in regards to perhaps it has the clause of –upon an expected successful transfer to the water district if there are other assets that become part of the district through additional towns joining or additional systems that there would be some ability to re-negotiate or add to the contract, but something that stated along the lines of additions that are not necessarily expected or anticipated now, but that there would be especially I think in the context of the district not so much the city – something along that line I think if we make it less specific and allow for something that accounts for maybe various other possibilities than just these specific ones that are part of Pennichuck right now.

Chairman McCarthy

I guess I am actually thinking about it in terms of just expansion of the system. Why is it any different to add one of the Pennichuck East communities with 500 connections than it is to add 500 connections to the core system in one of the member communities. What we ought to do is put some language in there that deals with just expansion of the system over time beyond its current bounds.

Alderman Bolton

Of course it may be drastically different if we are just talking about not extending lines further down the street where the new condominium is going to be built we are talking about another community that is 50 miles removed. I do think Alderman Shaw hits it. It could be some other community taking some other utility who wants to join up. There are a lot of different possible scenarios I guess.

Karen White

Dealing with expansion of the system through the addition of ... additional communities in the future? Not call out any systems?

Alderman Bolton

I don't know how they can get meaningful numbers on that.

Alderman Lozeau

It is our intention once if and when the takeover happens to transfer interest to the district is that not correct?

Chairman McCarthy

Yeah.

Alderman Lozeau

I am just wondering if there is a clause with that intention in there somewhere.

Chairman McCarthy

That is. That is at the bottom of page 6.

Alderman Lozeau

With that clause in there wouldn't the reference to Merrimack Valley be unnecessary?

Chairman McCarthy

What we are asking them to comment on here is how big or small does this system need to be for you to be able to respond to the RFP. On the one hand you might have somebody who says well unless there is at least 25,000 connections we don't think it is worth bidding on and wouldn't respond. You may have somebody else who says if it is bigger than 25,000 connections we don't have the resources to handle it. I think the question is over that general point. You don't either want to ask a question that is irrelevant under the current situation or unnecessarily limit

their response to be smaller than what you eventually have. We are trying to phrase an adequate question about expansion of the system and how they would respond to that. That is a likely scenario no matter what if any portion of the utility is owned by either the city or the district that it will over time have more connections.

Now reading the paragraph carefully I am not sure that we have a problem with it because it is basically asking if the system were smaller than the whole how we could deal with that not essentially if it were larger. I think the intent of the question is to ask when is it too small for you to write a contract on it.

Karen White

We can come back to that.

Chairman McCarthy

I may want to ask Skip to think about that one. Are there any other comments on scope of services?

Alderman Shaw

I guess if I could just add a little bit more to that – perhaps it is as simple as just asking for maybe three different items; one would be just the core, Nashua, system, one of existing Pennichuck Water Works and perhaps something that speaks to an incremental through any other joining community. It could be their own municipal water supply that would become part of the district.

Chairman McCarthy

Is there anything else in section 4? Section 5 – Minimum Submission Requirements, Section 6 – Price Proposal – are there any questions on that section? Section 7 – Evaluation Criteria?

Karen White

Again, I guess you want to deal with that with a side agreement, the city's judgment and comment was ...and the district.

Chairman McCarthy

Yeah. Pre-proposal meetings and questions --

Karen White

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How would you feel about having something in the pre-proposal meetings and questions that the

district, each of the directors, the district must give copies and be notified of the meetings?

Chairman McCarthy

We could agree to that. Once again this is extending rights to the people who are responding to the RFP. We will make sure that the district is involved in that, and aware of when the meetings are taking place. I suspect a majority of the participation will be by our consultant.

Shall we do the water ordinance?

Alderman Shaw

I think this is a typo I believe – under the pre-proposal meeting and questions about RFP, I think the second sentence is supposed to say questions and then responses will be posted on the city's web site. Or else it should say questions will be posed and responses will be posted. I believe it is just supposed to say posted.

Alderman Lozeau

I just wonder if there is anything in here that says that they would be reporting or at least under the water utility oversight services... you have the water utility the operation and maintenance – does it say that they are going to be reporting to or answering to the water utility oversight services?

Chairman McCarthy

That is a good question.

Alderman Lozeau

I looked and I couldn't find it. To me that would be a sticker if I got hit with it at the last minute.

Chairman McCarthy

That is a good point.

Alderman Lozeau

I don't know what the right wording would be to that.

Chairman McCarthy

Now on to the water ordinance – we will start with Sec. x-1 – are there any problems with the

name? Sec. x-2 – Definitions – are there any questions?

Karen White

Mr. Chairman on (g) “Disconnection means a physical action to the flow...” I think we want to say to “stop” the flow.

Alderman Lozeau

Neither myself nor Alderman Shaw have what you are talking about.

Alderman Shaw

I don’t recall ever receiving it. I have been kind of looking for it but...

Alderman Bolton

I have the older version.

Alderman Lozeau

Which I didn’t bring tonight.

Alderman Shaw

I can make copies.

Chairman McCarthy

This one should incorporate the comments and also I had asked him to look at that extension of the main section and replace it. I apologize for that. I don’t know why – the right one went out to the district, which ...

We will go through the oversight services RFP and starting with the notice on page 3. Are there any comments on the notice section? 1 – Instructions to proposers, 2 – Definitions, 3- Background, 4 - Scope of Services, 5 – Minimum Submission Requirements, 6 – Cost of Proposal,

Karen White

Page 8 under represent the owner in negotiations, is that initial or in subsequent negotiations? That is the note I am supposed to ask.

Alderman Lozeau

I would say subsequent.

Chairman McCarthy

Yeah I would think so. We might want the initial negotiations.

Karen White

I think he was going around and around weighing that and thinking possibly you might if you were really being proactive.

Chairman McCarthy

I don't think that is a decision we need to make in the RFP. That will come down to the timing of when the contracts are let we might choose to let this one first.

Is there anything else in section 4? Section 5 – Minimum submission requirements –

Karen White

Under (a), does the oversight contractor help decide who to award the maintenance contract?

Chairman McCarthy

Sorry where are you?

Alderman Deane

At (a) under 5.

Karen White

In looking at the commencement dates – I am trying to figure out did you want – this goes back to the question before whether you want the oversight contractor to help review who to award the maintenance contract to.

Chairman McCarthy

That would appear that we do doesn't it?

Alderman Lozeau

Yeah.

Alderman Shaw

There is a three-month offset at least in the projected dates.

Karen White

I am wondering if that reflects back to the ...

Chairman McCarthy

I think that means we do anticipate having this contract in place first and having that...

Karen White

Okay.

Chairman McCarthy

Is there anything else in section 5?

Karen White

Under (e) on page 10, oversight contractor identify any changes in scope of work to further the city's and the district's objectives?

Chairman McCarthy

Actually that should probably say owners' objectives.

Karen White

Okay. Then maybe the same down under evaluation criteria?

Chairman McCarthy

Yeah. That is actually the same language we had in the other one though wasn't it?

Alderman Shaw

I think the difference might be that in 7 it is regarding the actual evaluation criteria of the RFP whereas in the adjustments the scope of work in 5 (e) is regarding the actual work that will be done under the terms of the contract.

Karen White

Okay.

Chairman McCarthy

Is there anything else in either 5 or 6? Section 7? Appendices are pretty straightforward at this point. Are there any other comments on the Oversight RFP?

We were looking at Sec. x-2 – Definitions. Are there any comments?

Alderman Deane

I think the only change we had there was on (g) right? The payment and the disconnection I believe.

Chairman McCarthy

We had asked him to change the definition of due date.

Alderman Deane

He changed it to date payment is due.

Chairman McCarthy

Which it was changed to. Is everybody comfortable with x-2? Sec. x-3 – Appeals – are there any questions? Sec. x-4 – Initiation of Utility Service – are there any questions? Sec. x-5 – Deposits

Alderman Bolton

Does anyone know what has been changed from the last time to this time?

Chairman McCarthy

I didn't bring my copy of it because I actually had gone through it at one point to make sure that our changes were in there, and they were. Alderman Deane has a copy with ...

Alderman Deane

The one area we had questioned was the billing; Sec. x-7 was on the lien procedure I guess.

Chairman McCarthy

That was fixed to refer to RSA 38:22.

Alderman Lozeau

I remember something about enhancement of quality of services too. How did we determine enhancement.

Chairman McCarthy

That is all of the extension of the main section, which has been redone. That would be -- if I am recalling some of the larger pieces, if you go to page 12 this is the section we thought some of the sections were misaligned and that has been corrected I believe.

Alderman Deane

Do you want to go through this by number or...

Chairman McCarthy

Yeah we can do that. The question was where that section was that was changed so -- why don't we just continue going through it from where we were, and I will point out when a section comes up where I know we had larger changes.

Alderman Deane

On Sec. x-10 we had questioned the current practice of termination of service.

Chairman McCarthy

Okay.

Alderman Deane

It doesn't look as though anything has changed.

Chairman McCarthy

I did speak with the consultant about current practice, and this document is actually taken from the current tariffs. Basically what is in here is the current practice as recorded.

Anything before Sec. x-10?

Alderman Shaw

I have a couple of minor – it occurs in Sex. X-5 under (a)(3) and (b)(1) and (c)(3) it is the use of customers, which is listed as plural and is really possessive.

Chairman McCarthy

I will go through it and look at every occurrence of customer to see where that..

Karen White

It pops out again under x-8 under (3) and ...

Alderman Deane

Wasn't this brought up before?

Chairman McCarthy

I don't remember seeing that one.

Alderman Lozeau

If Alderman Shaw was here it was brought up before.

Chairman McCarthy

Is there anything else in those sections? Sec. x-9 – Penalties and Charges, Sec. x-10 – Termination of Service, and Sec. x-11 – Disconnection of Service – any questions?

Karen White

On the top of page 10, (1) another apostrophe and then is less than 30 days outstanding and is less "than" \$25 I think. Then delete the "for".

Chairman McCarthy

Okay. Sec. x-12 – Disconnection of Service in Residential Tenant/Landlord Situations –

Alderman Deane

At some point we had asked for a status on the New Hampshire statutes on this one that were referred to.

Chairman McCarthy

Yeah I think did the original one include the statutory references?

Chairman McCarthy

They are in here now. (b) refers to RSA 38:31. Sec. x-13 – Reconnection of Service, Sex. X-14 we had asked that it be re-titled. It was. Are there any other comments in that section?

Alderman Deane

I had financial considerations in there. I guess this verbiage was added in its place.

Chairman McCarthy

Yeah. Sec. x-15 – Transfer of Service, Sec. x-16 – Interruption of Service – any questions? Sec. x-17 – Application for Service – we had requested a change in that and actually the first paragraph was removed and the second paragraph became .. this should have been re-titled however. We wanted that re-titled like to use of service deemed a contract. Alderman Deane do you have notes on what we had asked it to be re-titled to?

Alderman Deane

No.

Chairman McCarthy

Sec. x-18 – Service Pipe – this was the one we had confusion on over where the ..

Alderman Deane

No service pipe shall cross any property other than the property being served. That is what it was.

Chairman McCarthy

Where is that?

Alderman Deane

It is (a) under location. We had a long discussion over right of ways and things of that nature.

Alderman Bolton

In discussion main to stop, they talk about the part of the service pipe from the main to what he refers to as the curb stop. I presume he means somewhere around the curb. Later on he talks about stop to premises or later on in the document talks about stop to premise – this is a part of the service pipe from the stop to the premises, and he talks there about the division line being from the limits of the highway to the premises. It seems to me that ought to be consistent and limits of the highway makes more sense than saying the curb. Very often the curb is not the limits of the highway.

Karen White

That is a very good point.

Chairman McCarthy

I guess unless we are very careful about where we put them the stops probably rarely coincides with the end of the highway either.

Alderman Bolton

You can get around that by saying the stop that is located at or about the limit of the highway or something.

Alderman Deane

Most stops are brought it what onto the property line right?

Chairman McCarthy

Right.

Alderman Bolton

Whatever we say we don't want to create three segments we want to create on two segments. We don't want there to be a gap between the main to stop and stop to premises definitions.

Chairman McCarthy

Right. We want to own the part that is as far as where we get to turn it off and have them own everything on the ...

Alderman Bolton

Technically you want to own to the stop, but the far end of the stop. The stop and everything up

flow from there.

Chairman McCarthy

I will have them correct and make them consistent. I would also ask that the wording of section (c) be changed so that it would stay in the same trench, but just said within whatever the number of feet.

Alderman Bolton

Is there a difference between a trench and an open excavation?

Chairman McCarthy

I don't know.

Alderman Bolton

These may be terms of art that I don't know because I would have thought they were the same thing.

Chairman McCarthy

If I dig up today and I bury a pipe here and I bury a pipe over here and then I cover them both up they are in the same trench. If I dig up here today and put the pipe in here and then I cover it and then I dig up over here tomorrow and put the pipe in the result is identical, but in one case they are in the same trench and in another case they are not.

Alderman Bolton

What is the harm you are trying to avoid?

Chairman McCarthy

Putting the pipes too close together.

Alderman Bolton

Or getting them mixed up?

Karen White

Or possible air filtration.

Alderman Deane

So that water won't go through these pipes – there are wires in them.

Karen White

If you had a sewer pipe laid in the same trench as an old water pipe there might be potential for cross contamination?

Alderman Deane

Was that it on sec. x-18?

Chairman McCarthy

I think so. There are also references to city in there, which should be removed although this one refers to city because we will have to make a fairly large rewording of it to make it the district's water regulation.

Sec. x-19 – Winter Construction, Sec. x-20 – Maintenance of Plumbing –

Alderman Shaw

I don't know if this is worth questioning or not, but just in the light of stuff under service pipe, in section (b) it says from the curb stop through the shutoff valve. Is curb stop still the appropriate terminology there or – I don't really think it is defined elsewhere. It is not specifically listed in definitions and maybe we should go back..

Chairman McCarthy

I think what we need to do is put the definition of curb stop as that which is approximately the limit of the highway.

Karen White

That sounds like a good idea.

Alderman Bolton

Is a stop and a shutoff valve the same thing?

Chairman McCarthy

Yes.

Alderman Bolton

It might be less confusing to adopt one term and stick with it.

Alderman Lozeau

I think they have the shutoff valve in the inside of the house whereas the curb stop would be on the outside of the house.

Chairman McCarthy

Those are two separate.

Alderman Bolton

I know in this case they are two separate places, but as a practical matter are they in fact two separate things? They are both like shutoff devices.

Alderman Deane

One of them you can turn by hand and the other one you need a 7-foot wand to drop into ...

Chairman McCarthy

Right.

Karen White

Also in (b) there downstream of the meter in any premise received – I think that should be “water: service not “waster service”.

Chairman McCarthy

Is there anything else in sec. x-20? Sec. x-21 – Meters – any questions?

Alderman Shaw

In (c)(1), I think it would be a lot – it says “as near as possible at the to point of entry” I think if we just say “near as possible to the point of entrance” it would make sense.

Chairman McCarthy

Is there anything else on x-21?

Karen White

On (a) instead of a period after necessary it should be a semi-colon and a semi-colon after (b), and then an “and”..

Alderman Bolton

I would suggest “or” rather than “and” you can charge for any of these things.

Chairman McCarthy

Does that mean we can't charge for all of them?

Alderman Bolton

It shouldn't.

Chairman McCarthy

Okay. Is there anything else on Sec. x-21?

Alderman Shaw

Under (g) Tampering, I am wondering – if I just read through section 1 it talks about “shall be assessed a charge not to exceed the actual cost of repair, or replacement if necessary, to such meter installation, and service may be terminated without notice.” But it doesn't appear that there is anything for specifically I would say charge for the water that would have been used that wasn't registered on the meter. It seems there should be some provision for estimating that. I don't know if based on the previous meter readings or something, but it seems to me that there should be at least something that would allow for that.

Alderman Deane

I would think that you would want to go to previous bills.

Alderman Shaw

Last meter readings.

Alderman Bolton

(f) addresses that for non-registering meters so you can do something similar to there, but the issue may be when you just splice in another line and divert it to a whole separate house or something. Based upon whatever best information available or something.

Chairman McCarthy

Is there anything else in Sec. x-21? Sec. x-22 – Hot Water Tanks –

Alderman Shaw

- Another minor typo – in the second line “In” is capitalized and it should not be. Down below in the next line “ft” should be “it”.

Chairman McCarthy

Sec. x-23 – Backflow Prevention & Cross-Connections, Sec. x-24 – Tapering – any questions? Sec. x-25 – Liability – any questions? Sec. x-26 – Public Hydrants – any questions?

Karen White

Under the first sentence under public hydrants, “may not be used for any purpose other than – scratch the “the” ... **tape flipped** ...

Chairman McCarthy

Sec. x-27 – Private Fire Protection – any questions? Sec. x-28 – Other Charges, Sec. x-29 – Right of Access – any questions?

- Sec. x-30 – Cooling Equipment Using Water – any questions? Sec. x-31 – Main Pipe Extensions? This is the section that was substantially re-written at our request.

Karen White

I have two drafts of that. Is the one in the body of the ordinance in this current?

Chairman McCarthy

That should be. What other one do you have?

Karen White

It was e-mail separately. I will just follow along.

Chairman McCarthy

That was the piece that had been developed when we asked for the change from the – it is actually taken from the Manchester I don't know if they call it an ordinance or what – the consultant had taken that and worked it into this draft of the ordinance.

Karen White

I have a comment. Where it says no main I am suggesting that should say no main extension constructed by other than the city shall be connected to the water utility unless testing has been performed. Say for example if another town did join and they would have water mains in existence that had previously been inspected and – would you want to have to test every main or are you just interested in controlling extensions – new extensions from existing ones?

Chairman McCarthy

I don't think it is a problem because what it says is tested it has been performed to the city's satisfaction, which would mean the city could declare itself satisfied at the fact that it was an existing main.

Alderman Deane

We could be satisfied with the testing procedure that was done when the pipe was laid. Depending on what the standards were when it was installed.

Karen White

All right.

Alderman Shaw

I think maybe a consistency. It seems that both the term main and main pipe are used and it varies. Definition up front only says main pipe. I would suggest either we do main/main pipe and allow the two to be used interchangeably or only refer to main pipe.

Alderman Deane

Want to just add pipe to the second sentence?

Alderman Shaw

There is another occurrence going through – on (a) (3) it says “If main larger than eight-inches” I think it is used both terminologies are used.

Karen White

It might make sense if it said if main pipe.

Chairman McCarthy

There is one up in paragraph (a) also – location of mains within easements...

Alderman Shaw

Same at the beginning of (b)(1) “The cost of constructing main extensions...” I realize that main is used as a fairly common term, but I think it is best to be consistent.

Chairman McCarthy

It should say main pipe everywhere. Does everybody like the wording of this section with regard to reimbursement better than the original?

Alderman Lozeau

Much.

Chairman McCarthy

I think my actual comment back to them was this paragraph should be taken out and shot. We are on Main Pipe Extensions, Sec. x-31. I guess we are down to about section (c).

Alderman Lozeau

In section (c) it starts by saying “If a new customer or a new use by an existing customer places a sufficient demand...” It goes down to say “the city may require the customer to pay for some or all of the costs...” Shouldn’t that say new customer?

Chairman McCarthy

If you say new customer then it doesn’t refer to the customer with a new use, which is the second one from above. It might make it more clear to say “that customer”.

Alderman Lozeau

I am just concerned we go back to where we were before when somebody said that they are into the water system so this is a price that is born by all the customers.

Chairman McCarthy

I think if we change it to say “that customer” it will be correct.

Alderman Shaw

I am not necessarily familiar with the term, and it might be a normal common use – at the very end of page 17 it says “or properties that could connect to the instant project.” Is that a common way to describe that? I get the intent, but I am just not familiar with the term perse.

Alderman Bolton

Leave out the word instant and you wouldn’t lose anything.

Alderman Shaw

I think I would agree to just remove “instant” and I think it seems fine.

Alderman Bolton

In (e) “Where mains have been made on the city’s initiative...” Where main pipe extensions have been made or where mains have been extended... something.

Chairman McCarthy

I think main pipe extensions. It should also be main pipe extension in the second sentence. Is there anything else in that section?

Sec. x-32 – Water Restrictions – any questions? Sec. x-33 – Water Conservation Program.

Karen White

Can we go back to special contract – “The principal of special contracts shall be that they shall not require subsidization of a customer or class of customers...” shouldn’t that be at the expense of another customer?

Chairman McCarthy

It probably should be subsidization by ..

Karen White

There you go that would correct it.

Alderman Bolton

I would say require is wrong. I think it was intended that they shall not “result” in ...

Chairman McCarthy

The way it is worded now it is a win/win. I get the benefit and somebody else is subsidized.

Alderman Bolton

I suppose you want to say by other customer or customers.

Chairman McCarthy

Yeah.

Alderman Bolton

In the first half of the sentence it went through ...

Chairman McCarthy

Another customer or customers?

Alderman Bolton

Yeah.

Chairman McCarthy

Sec. x-34 – Rents and Charges – any questions?

Alderman Lozeau

I just wonder if customer charge should be demand charge. They are describing demand.

Alderman Bolton

Rather than refer to that as demand – availability or something.

Alderman Lozeau

Then if you go on to the next page it says the volumetric charge is in addition to the customer

charge.

Alderman Deane

You get charged for being a customer and then you are charged for the volume that you use.

Chairman McCarthy

Yeah.

Alderman Deane

Every utility does that don't they?

Alderman Shaw

I would also argue that all of those instances of customer in there should be capitalized again to have consistency with the rest of the document.

Alderman Lozeau

Is there some place in here that says you are charged according to the size of the pipe or the amount of demand that you require?

Alderman Deane

That is what the customer charge is.

Alderman Shaw

There is the table.

Alderman Lozeau

Okay I am good with that.

Chairman McCarthy

Is there anything else in Sec. x-34? The rest of it is just... are there any other comments?

Karen White

This quarterly billing rate in here that is just a for example right? Form of water rates for service?

Chairman McCarthy

Yeah. What is the question?

Karen White

Are the fees there just a for instance?

Chairman McCarthy

Yes.

Alderman Lozeau

When those were first there weren't they related to a specific area at the time?

Chairman McCarthy

The original draft had the current rates in it and those were taken out to just make it an example of what the rates look like at the moment. We had commented that it was really confusing with 20 pages of rates that won't be what we charge at the time of taking.

Are there any other comments on the water ordinance? Is there any other business for the committee?

COMMUNICATIONS - None

- UNFINISHED BUSINESS - None

- NEW BUSINESS - None

- PERIOD FOR PUBLIC COMMENT

- ADJOURNMENT

-

MOTION BY ALDERMAN DEANE TO ADJOURN

MOTION CARRIED

The Pennichuck Water Special Committee meeting was adjourned at 8:25 p.m.

Alderman-at-Large David W. Deane

Committee Clerk