

**MERRIMACK VILLAGE DISTRICT
BOARD OF COMMISSIONERS
OCTOBER 17, 2022
MEETING MINUTES
(approved December 19, 2022)**

A regular meeting of the Board of Commissioners was conducted on October 17, 2022, at 5:01 p.m. at 2 Greens Pond Road, Merrimack, NH.

Chairman, Donald Provencher presided:

Members of the Board present: Kenneth Ayers, Vice Chairman
 Paul McLaughlin

Members of the Board Absent: Wolfram von Schoen, Personnel Liaison
 John Lyons

Also in Attendance: Ron Miner, Superintendent
 Jill Lavoie, Business Manager

FINANCE/HUMAN RESOURCES REVIEW – Michele Holton

- A. Analysis of Revenue and Expenditures Report**
- B. Bank Account Summary Review**

Director Holton was absent from the October meeting. The commissioners were directed to e-mail Director Holton with any questions they may have.

REGULAR SESSION

- 1. Board of Commissioners to receive an update from Underwood Engineers for ongoing projects to include:**
 - a) Wells 2 & 3 (9)**

Peter Pitsas, from Underwood Engineers, informed the commissioners that the contractor is still moving along, and looking to start paving near the end of the month of October. Pitsas stated that the contractor is at a holding point because he does not yet have the VFD for Well 2. The VFD was supposed to be shipped in mid-August and as of the meeting date, had not arrived. The VFD for Well 9 is supposed to ship in December. The generator, which was expected to ship in August, has also not arrived. Pitsas informed the commissioners that one of the valves needed to do the work at the Well 2 building is also missing. Pitsas stated that Underwood has tried multiple times to ask the contractor about a schedule for delivery of these items and each answer has been vague or a statement of no update. Underwood has requested copies of emails from the contractor regarding delivery dates and updates. The contractor has refused to provide the requested emails. Pitsas stated that the contractor “is not being totally cooperative with relaying any information for Well 2.” Pitsas informed the commissioners that he has spoken with other contractors that Underwood is currently working with, who have stated that Eaton VFDs for high horsepower are very far out and it is difficult to know when they will be delivered. It was noted that Eaton is also not being very forthcoming with information.

Pitsas informed the commissioners that the first work needed at the Well 2 building is demoing the existing electrical and the existing controls. If this is done, the use of Well 2 would be non-existent, with no way to run the new pump. Because of this, Underwood has been delaying the contractor from moving forward with that work. Vice Chairman K. Ayers asked if the VFD was over seas or domestic. Pitsas stated that he was not positive, but he believes they are coming from Mexico. Chairman D. Provencher asked if the contractor has any incentive to continue pressing the suppliers, and what the contractor is doing to put MVD ahead of others looking for the same supplies. Pitsas answered that Underwood is not receiving any information regarding this, despite asking for updates from the contractor. Pitsas stated that if the Well 2 VFD is being delayed this much, he would expect the same for the Well 9 VFD. The Well 9 VFD was expected to ship four months after the Well 2 VFD. Vice Chairman K. Ayers asked if there needs to be a formal request from the Board of Commissioners in order to receive updates from the contractor. Pitsas stated that the contractor would like to get into Well 2 to do his work, and Underwood has informed him that they do not want to give him Well 2 until it is known when the VFD is being shipped. The decision to move forward cannot be made until the contractor provides more information on the VFD.

Pitsas informed the commissioners that, unbeknownst to Underwood, when the contractor ran the power into the new treatment plant, he disconnected the power line down to Well 2. Well 2 is currently being run by a generator. It was believed to be short-term. This will become trickier the longer it is needed, especially in the winter months. The generator is only being run when the well pump is being run. Someone would need to manually start the generator and the pump station. Once the generator is shut off the facility will lose communication. Pitsas stated that you would not want to run the generator at all times in the winter months and it is likely that a smaller generator would need to be set up to run a heater. Superintendent R. Miner noted that MVD is keeping records of the fuel being used to run the generator. Pitsas stated that MVD is paying for the fuel for the generator but is not currently paying for the electricity that would be used under normal conditions. Chairman D. Provencher also noted the staff hours being used to go start a generator. Pitsas stated that part of the reason the electrical was disconnected was because the pole was in the middle of a parking lot that was looking to be paved and something would have had to be done to slide the pole over. Vice Chairman K. Ayers asked if there was any way to have the electricity reconnected. Pitsas stated that it could be done and asked Superintendent R. Miner what poles remain. Superintendent R. Miner answered that he would have to look, but he knew the pole from the middle of the parking lot was removed. Vice Chairman K. Ayers asked if MVD had a locked rate with Eversource. Superintendent R. Miner confirmed. Vice Chair K. Ayers stated that MVD must be paying more for diesel than the contracted rate for electricity. He stated that he believes it would be in the best interest to get the electricity reconnected. Chairman D. Provencher agreed. Pitsas stated that they could move down that path. It was confirmed that the heat in the building is entirely electric. The new plant has gas heat, but there is not a line going to the pump house. Chairman D. Provencher asked what the contractor's obligation is contractually, and what happens if he fails to perform per the contract. Pitsas stated that there was something in the contract regarding not cutting off the power to Well 2 and there was communication as to when that could be shut down. Pitsas stated that was working well until August. There was a plan to shut down the Well on August

29th to start the work. This was with the understanding that the VFD would be shipped in August. Underwood found out during the August Project Meeting that the VFD was not going to be shipped in August, with no known shipping date. Underwood then told the contractor that they are not comfortable shutting down the well and losing that supply. Pitsas explained that they had initially thought they may be able to shut down the well after Columbus Day, when the high usage would go down. Underwood had hoped that by then there would be information on when the VFD was expected to arrive. He reiterated that the delivery date is still unknown, and Underwood does not feel shutting the well down would be the best idea. Chairman D. Provencher agreed. Chair Provencher asked if the equipment had been ordered at the correct time or if there was a delay in ordering. Pitsas answered that when the project was first started, they were aware of long lead times and supply issues and Underwood expressed to the contractors that the shop drawings needed to be in as soon as possible. He stated that the shop drawings came in relatively early, but they certainly could have come in earlier. The VFD shop drawing required two resubmittals before receiving approval. It was approved the first week of January for Well 2. Pitsas stated that he assumes it was ordered immediately. The VFD shop drawing for Well 9 was approved the first week of March. It was also assumed that this VFD was ordered immediately. Chairman Provencher asked Pitsas to request evidence of when the contractor ordered the VFDs. Pitsas also noted that the contractor chose to use Eaton VFDs, and in hearing from other contractors, other brands are more readily available. The specification was open, and listed four manufacturers to use, leaving the contractor free to ask questions. Chairman Provencher stated that he feels the contractor should be paying for the diesel to run the generator since he independently chose to remove the power from the well. Chairman Provencher asked if that had been discussed with the contractor. Pitsas answered that they had not discussed this yet because they were expecting the VFD to be arriving sometime soon, so the diesel cost would have been minimal and offset with no electrical cost. Chair Provencher stated that MVD does not want to be messing around with a generator in the middle of winter. He also stated that if that was the solution then the contractor should supply a laborer there to start the generator. Superintendent R. Miner stated that he would be tracking MVD's cost, as he would not want just anyone going to start up the generator, as they need to be sure things are running correctly. Both Chairman Provencher and Peter Pitsas expressed agreement. The commissioners would like the power reinstated to the building. It was also noted that the Pennichuck Water Works (PWW) reduced rate would expire in December of 2022. Pitsas stated that it seems like Well 9 will not be back on until Spring of 2023. Chairman D. Provencher asked if the Well 2 building could be demolished in the winter if the VFDs come, or if it would need to wait until spring. Pitsas stated that he believes the only thing that may affect it is cleaning the well. Pitsas asked if that could be done in the winter. Superintendent R. Miner stated that he doesn't believe they have ever done it in the winter, but he will find out if it can be done. Pitsas stated that the rest of the work is inside the building and can be done in the winter. He also stated that the contractor was estimating roughly a month to do the work in the Well 2 building. At this time, Vice Chairman K. Ayers questioned if a VFD from another manufacturer would arrive sooner. Pitsas stated that he was not sure if anything would arrive sooner at this point. This would also require the approval of new shop drawings, which would take some time. Superintendent R. Miner asked if it was possible to have a soft start until the new VFDs arrived. Pitsas stated that it may be possible. Pitsas stated that MVD would have to consider who would pay for that and reminded MVD that the piece of equipment would no longer be useful once the project is done.

Chairman D. Provencher asked what Pitsas recommends MVD do. Pitsas stated that they only just found out some of this information today and found it concerning that they had no idea that Eaton was that far out. He stated that the idea of getting Well 2 functioning again is a route to take, with either reestablishing the electrical feed down the road or temporarily connecting it with the cable that is already there. He stated that “running it on a generator for multiple months is not the way to do it.” Chairman Provencher expressed concern that the contractor may be following up nonchalantly with the supplier, leaving room for others to take priority. Keith Pratt, with Underwood, asked Pitsas if the permanent generator has been tested to determine whether it will run Well 2. Pitsas answered that the permanent generator is not yet on site. Pratt stated that a minimum should be tested in the interim. Pitsas stated that the critical component is the VFD and the pump will not run without it, regardless. Pratt explained that he did not mean to have anything changed, but rather just to know if the well could be up and running quickly if necessary. Pitsas explained that the generator that is currently in use is MVD’s portable generator. The generator specific to the project is not yet on site, and there are no updates as to when that will be on site. Pitsas explained to Pratt that the well is currently on and working. As of this meeting, the well has been running intermittently for roughly three weeks. Chairman Provencher stated that it may be beneficial for the Commissioners to meet directly with the contractor at either the November or December meeting to allow him the opportunity to explain directly to the board what is happening. Chair Provencher stated that the contractor should be providing the solution since he disconnected the power, and he is dealing with the suppliers. Chairman D. Provencher asked if there was a time frame and if there were liquidated damages if the time frame was not met. Pitsas stated that he believes the 14th was the substantial completion date, which has now passed, and MVD is technically into liquidated damages. Chairman Provencher stated that he did not know how that would hold up if his suppliers are not supplying the products. Commissioner Paul McLaughlin stated that the commissioners do not know the extent of the issue with the suppliers because the contractor is not answering the questions being asked. Commissioner McLaughlin stated that due to the lack of communication, it is his belief that this falls onto the contractor. Vice Chairman K. Ayers expressed his agreement. Chairman Provencher stated that MVD should consider proceeding with liquidated damages if the contractor does not provide some evidence of communication with the suppliers. Chairman D. Provencher stated that if the contractor would like to address MVD’s concerns, including evidence of communication with suppliers and reconnecting the electricity, via Underwood, he was welcome to, or he could discuss these concerns with the Board of Commissioners directly.

At this time, Chairman D. Provencher asked if a permit had been received for Well 9. Superintendent R. Miner answered that he had not yet seen a permit for Well 9. Underwood confirmed that they were also unaware of a permit being issued at this time.

Pitsas informed the commissioners that the facilities were looking good. He also noted that the delivery of carbon will be pushed off due to the other delays. Chairman Provencher noted that delaying all of the work will push the well out well into next year. Pitsas informed the commissioners that at the September meeting the contractor informed him that if he could move forward with Well 2, it should be online the first

or second week of January (2023). That included the contractor getting into Well 2 shortly after Columbus Day.

Chairman Provencher confirmed with Pitsas that the Board would like the date that the VFDs were ordered. Pitsas stated that he would also confirm the dates that the shop drawings were submitted. Chair Provencher stated that he wants the contractor to understand how dire the situation is.

b) Wells 4 & 5

Pitas informed the commissioners that Underwood is still planning on doing a carbon change out on Wells 4 & 5. Pitsas asked Superintendent R. Miner if he had been in touch with Evoqua regarding an exact date. Superintendent R. Miner answered that he had not, but he knew they had been back and forth with Lynnette Carney of Underwood Engineers. Superintendent R. Miner stated that he will follow up. Pratt stated that he had spoken with Carney and the pricing had just come in. Pratt stated that Carney was getting ready to make the order, but there were a few loose ends to tie up. Vice Chairman K. Ayers asked if this would be covered by the agreement with Saint Gobain. Chairman D. Provencher answered that it would be. Pratt explained that \$100,000 per year is coming in from Saint Gobain to cover operations on Wells 4 & 5, for the first five years. Chairman D. Provencher asked how long the process takes to renew the carbon. Pitsas stated that he believes it to take 2-5 weeks. This process can be done in the winter but is slightly more difficult in the cold weather. However, Pitsas stated that if this process was started prior to Thanksgiving, it should not be a problem.

At this time, Chairman Provencher asked if the Well 5 pump was still out of service. Superintendent R. Miner answered that it was still out of service, but he believes it has been ordered. Business Manager J. Lavoie stated that it was on order and in stock.

c) Wells 7 & 8

Pitsas informed the commissioners that Underwood is trying to straighten out the last issue with the maintenance bond for Wells 7 & 8. He stated that Underwood believed there had been a solution worked out, but the contractor does not agree with the solution. Pitsas explained that Underwood was looking for a five-year maintenance bond, but Evoqua would not agree. Evoqua offered a two-year maintenance bond that can be renewed annually. The new offer was passed on to the district's attorney. Greg informed them that if MVD accepts the offer they are not truly holding Evoqua to anything, because Evoqua can decide not to renew the maintenance bond. Underwood ultimately decided to offer to accept the two-year maintenance bond, and should Evoqua not renew the maintenance bond in one-year increments, Evoqua will have to pay the attorney fees for litigation. The contractor has informed Underwood that he does not like this offer, because it continues to leave him tied to the arrangement. The contractor would like a separate agreement between the District and Evoqua. Evoqua is willing to do this, but it has not moved any further as of the meeting date.

Chairman D. Provencher asked if pressure was still building up in the lead vessel. Pitsas stated that the vessel was continuing to ramp up pressure, roughly every 42 days. Everything else is running well. Superintendent R. Miner informed the commissioners that Evoqua wanted to take down the pilot columns that they had in place. MVD would like to continue using them in hopes of determining what is causing the pressure. Chairman D. Provencher asked if there was anything else and

Pitsas informed the commissioners that they were hoping to connect an iron analyzer. The district ordered that in February or March and it still has not arrived. Superintendent R. Miner stated that he was under the impression it had arrived, and he would look into it.

d) Pennichuck Wholesale Water Purchase Agreement

Pratt stated that based on the work session that Underwood had with MVD and the recommendations that go back to the engineering supply update from Summer 2022, Underwood is pushing to advance an agreement with Pennichuck Water Works (PWW) for a wholesale arrangement at Route 101A. He stated that the meeting on October 4th, PWW agreed to put the agreement together, which they did. The commissioners were presented with a draft agreement. Pratt stated that the goal has been to try to get this agreement in place by June, so it is ready to be available to MVD for the heavier use seasons. Pratt explained that the agreement really needs to be into the PUC by the end of October. Underwood had asked PWW to set it up as a three-year agreement with one-year renewals. Pratt explained that the concept was to have the agreement in place as a short-term solution until MVD's in-town water supply options were finished (AR or Mitchell Woods, for example). The agreement is currently set up with a guaranteed take of 250,000 gallons per day (gpd), on an annual average. The intent would be to use it. Pratt explained that the way PWW has the arrangement set up is that if 250,000 gpd is not used it can roll over. For example, if less is used during the winter months, the remainder can be reserved for peak months. Pratt noted that this was ideal for MVD. However, it is currently set at a max day demand of .5M gpd. The fixed charge is \$184,000 per year, and there is a volumetric rate on top of that. Underwood provided MVD with a spreadsheet that shows what different usage will cost, up to 0.5M gpd. Pratt reviewed the spreadsheet with the commissioners. He informed the commissioners that if they sign the agreement, the cost to MVD will remain the same whether they use no water or use up to 250,000 gpd. If MVD were to use 0.5M gpd, every day for 365 days, it will cost MVD \$414,000. The arrangement is also set up to provide additional water in the event of an emergency, if the water is available and the pumps are set up to handle the necessary amount. This additional water is not guaranteed, but potentially available. Pratt informed the commissioners that they would need an annual meeting to enter into the contract because it is a multi-year contract. Pratt stated that a legal review could be done, but in order to get this set for June, PWW has informed Underwood that it would need to be into the PUC by the end of October. According to Pratt, PWW has stated that this is a standard agreement that they use in other communities.

Chairman D. Provencher noted that the agreement states the connection point will be limited to 347 gallons per minute (gpm). Pratt explained that the wording states "flows over 347 gallons per minute are not guaranteed and only provided in an emergency if available." He noted that the pump station in question is designed to pump 700 gpm.

Chairman D. Provencher noted that this agreement does not mention the water wheeling agreement, in which MVD provides water to PWW's Cabot Preserve. He asked if this should be additional water available to MVD on top of the water available in this agreement. Pratt stated that he will ask PWW about this. Chairman D. Provencher also asked if PWW would put their core system into water irrigation bans before denying MVD the agreed upon water. Pratt will ask PWW about this. Chair Provencher stated that he will email his comments. Pratt noted that Don Ware, of

PWW, has been very responsive. He noted that he would pass along Chairman Provencher's questions.

Pratt stated that PWW would also like a SCADA interconnect, which was not covered in the agreement. PWW would like a SCADA interconnect so they can monitor the flows remotely. PWW would not be able to control anything via this SCADA interconnect. Superintendent R. Miner stated that PWW could do the same thing with a remote reader on their meter. PWW is looking to monitor the rate, and the daily and monthly totals. MVD is looking to put SCADA in that location.

Pratt informed the commissioners that PWW has made it a point to say that when this is presented to the PUC, it is a joint request between PWW and MVD. PWW has stated that a joint application tends to move faster.

2. Board of Commissioners to review the minutes from the September 19, 2022 regular BOC meeting.

TABLED

3. Board of Commissioners to review Action Items from previous meetings and items to be added from this meeting.

The Commissioners reviewed the list of Action Items, removing tasks that have been completed, and making necessary additions. Of this numbered list, Superintendent R. Miner addressed #60, regarding Zeolite. He stated that he had reached out to Lou Niles but had not yet received a response. Chairman D. Provencher requested that he reach out again stating that MVD would like to test the application, but it cannot be used in real scale if it does not have proper NSF-61 certification.

4. Old Business

Chairman D. Provencher informed the commissioners that MVD had previously reviewed the Town's salt policy / procedure. MVD put together some comments and sent them off to Kyle Fox, the DPW Director. Kyle Fox responded with some comments as well. These will be forwarded to the commissioners. Chair Provencher stated that he and Superintendent R. Miner went to the Merrimack Town Council meeting and explained to them that there were still existing comments that needed to be addressed. The Town Council resolved to approve the policy as it was written but added to the motion to establish a work session with the Town Manager, potentially a representative councilor, a representative from the planning board, a representative from the conservation commission, Kyle Fox, Jamie Emery, and any MVD commissioners that wish to join. Chairman Provencher believed it to be on the MVD commissioners to set up the meeting and expressed that it would be critical to have Jamie Emery participate. It was noted that Emery has worked with the City of Dover to create an ant-icing brine, which has worked really well to reduce both their salt use and costs. Kyle Fox has claimed that Merrimack has tried using brine in the past, which had not worked to their satisfaction. Chairman Provencher expressed that more details on how it was used would be needed. Chairman D. Provencher noted that in the previous policy there are certain connector roads within the Well Head Protection Area (WHPA) that were listed as "no salt," and these roads are now labeled as "limited-salt." He expressed that this is a concern. It was noted that in emergency conditions salt can be applied anywhere.

Chairman D. Provencher asked what can be done to petition the State of New Hampshire to enforce Industrial Drive and their part of Continental Boulevard as being a no-salt route. Superintendent R. Miner expressed that he had had the same thoughts. Chairman Provencher noted that most of Industrial Drive drains into a WHPA, but upon taking exit 10 and heading into the direction of Continental Boulevard there is no signage indicating limited salt use until much closer to the intersection. He stated that he would like the sign moved further up. Superintendent R. Miner expressed agreement and said that the drainage should indicate where the sign goes. Chairman Provencher would like this discussed at the workshop.

5. **New Business**

At this time Business Manager J. Lavoie provided a synopsis of a letter received by MVD from a customer. She explained that a customer had phoned in and stated that his meter in his home would spin for roughly 30-seconds after turning off all of the water. He expressed his concern for the age of the meter. MVD sent over a field tech, who found the meter to be old and swapped it out. In the meantime, the check valve was also repaired. There was no more spinning of the meter and upon checking MVD found the meter to be in perfect working order. Chairman D. Provencher asked if he was claiming the meter to be faulty and that is why his bill was high. Business Manager J. Lavoie said yes. The customer also stated that his usage was showing as off the charts. Business Manager J. Lavoie provided the commissioners with information on this customer's previous usage and stated that it was not unheard of for this customer to have used this amount of water, but it has been a long time since he has. She noted that some of the years shown were also drought years with additional restrictions put into place. Commissioner P. McLaughlin stated that the amount of water being disputed is below both of his highest usage amounts. The customer wanted to dispute the charges and Business Manager J. Lavoie directed him to write a letter to the Board of Commissioners. Chairman D. Provencher stated that the evidence they have shows that the meter was working and the water usage the customer was billed for was not an outlier of prior usage. Superintendent R. Miner stated that the meter could be sent out for third party testing. Commissioner P. McLaughlin asked how much that would cost. Superintendent R. Miner said he believes it to be \$75, but he isn't sure if that is current pricing. Commissioner P. McLaughlin stated that if sending it out to a third party is more than the bill it may not be worth it. Superintendent R. Miner explained that if the meter were to come back fine, the customer would pay the disputed amount as well as the tested meter. If the meter was not working fine, MVD would cover the bill. It was noted that the customer is also asking for relief from a late fee. Business Manager J. Lavoie explained that the late fee accrued during the investigation time. Chairman D. Provencher stated that MVD should just proceed by the bylaw. Chairman D. Provencher stated that it is clear the customer believes the meter to be faulty and the meter should be sent out for independent testing.

At this time, Chairman D. Provencher stated that when he gets his electric bill it shows the monthly breakdown for the previous 12-months. He questioned if the software program MVD uses could have a similar breakdown. It was explained that the history database is getting created as the system is being used. Superintendent R. Miner stated that he will confirm that. Business Manager J. Lavoie instructed users to log into MyMVD and look on the right-hand side. She is unsure of how far back it goes. Superintendent R. Miner stated that he will also talk to Amy about this.

Chairman D. Provencher informed the commissioners that a concerned citizen forwarded an email to him that he believed to have initiated from Senator Daniels' campaign. The email was titled, "Merrimack's Republican Delegation Made Historic Progress on PFAS." Chairman D. Provencher stated that as he was reading, sections of the text alarmed him. He stated his main concern was

regarding a statement that one of the representatives worked to deliver \$2.5M in grants to fix and improve the water tank on Turkey Hill Road. He stated that he does not know if this information is correct. Superintendent R. Miner stated that the Drinking Water Groundwater Trust Fund loan (DWGTF) for \$1.2M for the booster station, and in that was some upgrades to the tank. Chairman D. Provencher stated that they must have been incorrect in their information. It was also pointed out that that funding was a loan and not a grant. Superintendent R. Miner stated that there was a DWGTF grant in the amount of \$405,000 for Wells 4 & 5, and a grant in the amount of \$1.4M for the Wells 2, 3, 7 & 8 project. Chairman D. Provencher rephrased his initial statement and read the passage as, “They worked with a Merrimack Representative to deliver \$2.5M to fix and improve the water tank on Turkey Hill Road.” He shared an additional statement to read as, “\$15M for the filtration system in Wells 4 & 5” and then \$5.5M for the Pennichuck pump in the Merrimack River. Chair Provencher stated that there was no \$15M filtration system in Wells 4 & 5, noting that the entire project cost \$5.1M. He expressed the belief that someone was confused. He informed the other commissioners that the only reason he is mentioning this is because he does not want MVD customers to believe that MVD received \$15M. It was suggested that someone reach out and have the information corrected. If the information is not corrected by the end of the week, MVD will make a statement with the correct information on the MVD Facebook page.

Chairman Provencher informed the commissioners that Congressman Pappas’ office contacted him regarding a press conference. Chairman Provencher informed them that MVD was concerned with how the press conference was handled the previous year, with invitations having been sent out to only one political party. He informed them that MVD had developed a draft policy which included a requirement that future events include an equal number of invitations sent to both parties. Congressman Pappas’ office has reached back out, agreeing to this requirement. Chairman Provencher stated that he would like people to use this opportunity to discuss what their platform has done or will be doing in regard to PFAS. He informed Congressman Pappas’ office that he would present the request to the commissioners. He also noted that the Board of Commissioners does not want to run the MVD staff ragged with demands. Vice Chairman K. Ayers stated that it is his personal opinion that he would like to keep the MVD politically neutral. Chairman Provencher stated that people are voting for politicians and the people voting need to know if this is an issue, and it is a large issue for Merrimack, how it will be handled. Commissioner Paul McLaughlin noted that if MVD does not involve themselves, then the politicians will likely move on to the next big thing. Chairman D. Provencher also noted that having politicians on site will also create record of what they are committing to do for the PFAS issue. It was also suggested that this be held at a different location, such as a town facility, to allow more people to attend. Superintendent R. Miner said that he was fine either way. He said it would make more sense to hold this at Wells 7 & 8 if MVD were hosting.

MOTION BY COMMISSIONER P. MCLAUGHLIN TO BEGIN INITIATING A PLAN TO ALLOW FOR A PRESS CONFERENCE ON MVD PROPERTY, TO INCLUDE INVITATIONS TO BOTH POLITICAL PARTIES, WITH THE INVITATION LIST TO BE PROVIDED TO AND APPROVED BY MVD IN ADVANCE
MOTION SECONDED BY COMMISSIONER D. PROVENCHER
MOTION CARRIED
3-0-0

6. Superintendent’s Report

Superintendent R. Miner informed the commissioners that the following night he would be going to the Planning Board for the CIP discussion.

Chairman D. Provencher asked how the billing worked out. It was noted that the entire customer base got billed in October, but Superintendent R. Miner stated that he did not believe all of the bills had gone out as of the meeting.

7. Questions from the Public/Press

At this time, the commissioners opened the floor for public comment. Ben Niles, 11 Fernwood Drive, was the first to speak. He shared his experience of the recent fire at 11 Forest Drive. He stated that he had a discussion with the Fire Chief and wanted to raise some questions to MVD. Ben Niles stated that he, and other residents of Woodland Park, are concerned about the hydrant, which he believes is 106, at Forrest Drive. He stated that there was a delay of the water supply needed to fight the house fire. Niles stated that there were varying reports of how long the delay was. According to Niles, there were eventually two hoses on the fire, being run from different locations. It was noted that all six residents of 11 Forest Drive were able to escape the home without injury. The house was a total loss. Ben Niles noted that the Fire Chief stated the hydrant had been serviced by MVD on June 17, 2022. According to Niles, neither the Merrimack Fire Department (MFD) nor the MVD could pinpoint the cause of the hydrant failure. Niles stated that this has left many of the residents concerned. Niles asked the commissioners how old the specific hydrant is and if it is time to replace the hydrant, and what the expected life of the hydrant is. Niles also stated that he would like to know the make and model of the hydrant. He noted that he did not expect MVD to have all of the answers readily available, but he would like someone to get back to him. Niles also asked the MVD policy on hydrant maintenance, and replacement. He expressed that hydrants are too critical to be replaced only after failure. Chairman D. Provencher stated that MVD was aware of the issue of the lack of water reported by the MFD. Superintendent R. Miner explained that MVD went out the following day, first thing, and shut off the water to the property and flowed the hydrant, which worked fine. This was done by an MVD field tech, with a few residents present. Superintendent R. Miner had the Operations Manager get in touch with MFD and go out and perform a fire flow test. Superintendent R. Miner stated that the hydrant performed fine. The hydrant performed at 79 psi, and slightly over 1,200 gpm through a 2.5" port. Superintendent R. Miner stated that he does not know what is available at 20 psi, which would have been the fire flow. He believes it would have been in the 2,000-gpm range. This test was observed by the MFD. Superintendent R. Miner has an email from the Operations Manager stating what was said at the scene. The MFD noted that there was more than enough water at the hydrant, which was working fine, and MFD did not need to see any additional tests at that time. Ben Niles noted that there were two separate times MVD came out to the hydrant, referring to the first time as maintenance. Superintendent R. Miner clarified that there was no maintenance done to the hydrant that morning. He explained that MVD went out, as typical, to shut the domestic water off to the home. At this time the hydrant was opened to determine if there was water flow, which there was. The second outing included the MFD, and the pressure and flow of the hydrant were taken. Donna Niles, 11 Fernwood Drive, stated her concern that when approached and confronted about the hydrant not working during the fire, an MVD employee stated that the MFD didn't know what they were doing. Superintendent R. Miner stated that this should not have been said and had been addressed. Ben Niles stated that he asked the Fire Chief if it was one of Merrimack's Firefighters or a firefighter from another district working the hydrant. The chief answered that it was an experienced Merrimack Firefighter. Niles stated that he feels that completely rules out human error. Chairman D. Provencher stated that it does not explain how it would work fine both times when tested the following day, stating that there may be no resolution. It was noted that this is troubling. Donna Niles asked if there could have been a blockage. Superintendent R. Miner stated that he would be inclined to say no, only because it was flowed at two different points within the development, and the other hydrant did not experience any lack of water.

Vice Chairman K. Ayers offered his condolences to the homeowner for the loss of the home.

Commissioner P. McLaughlin asked if the District ever replaced hydrants. Superintendent R. Miner explained that they do if something is found during maintenance. Donna Niles stated that someone had shared with her that the City of Nashua must replace hydrants after 25 years. She asked if Merrimack has a similar policy. Superintendent R. Miner stated that Merrimack does not, but he does not believe Nashua has that policy either and would need to verify that with PWW. It was noted that hydrant servicing is an ongoing program and every hydrant in the neighborhood where the fire took place was serviced on June 17, 2022. Chairman D. Provencher stated that the issue seemed like an anomaly and MVD was not aware of any pressure issues in the system that could have contributed. Commissioner P. McLaughlin stated that it could not have been a system issue if the next hydrant functioned correctly. Vice Chairman K. Ayers suggested doing more frequent checks in order to give the residents more peace of mind. Superintendent R. Miner agreed and stated that he could also do more fire flows in the neighborhood. Superintendent R. Miner stated that he would also like to connect with the MFD during their trainings to see how they proceed and weigh in if necessary. It was noted that some hydrants can be more difficult to open than others. Ben Niles questioned whether a “piece of junk” could have gotten into the shaft and jammed it. Superintendent R. Miner said that it likely would have been seen coming out of the hydrant during the flow. Chairman Provencher asked if MVD can look into the body of the hydrant. Superintendent R. Miner stated that MVD can take the hydrant apart and use a camera to view the inside. It was noted that the water from the fire hydrants comes from the same system as the drinking water. Donna Niles asked if the water lines ever get replaced outside of there being something along the lines of a sink hole. Superintendent R. Miner explained that it is looked at, and included in the CIP, but the AC Main has roughly an 80-year life. Replacement also depends on other factors such as how many leaks may happen in a specific area. It was noted that MVD has tracking systems to monitor leaks and breaks. It was asked how much it costs to replace a hydrant. Superintendent R. Miner stated that a new hydrant is in the realm of \$2,500 - \$3,000. Business Manager J. Lavoie informed the public that if there ever were a fire hydrant that was experiencing issues, there is a specific bag that goes over it to inform the fire department that it is not a usable hydrant. It would also be reported to the MFD. Superintendent R. Miner will report back on the hydrant investigation. Donna Niles expressed appreciation to the MVD for investigating this further and helping to bring peace of mind to the neighborhood. Chairman D. Provencher stated that he would like to know if the cost of replacing the hydrant would be less than the cost of the investigation. Superintendent R. Miner stated that it was a good point, but it was important to know what happened.

ADJOURNMENT

MOTION BY COMMISSIONER P. MCLAUGHLIN TO ADJOURN

MOTION SECONDED BY COMMISSIONER K. AYERS

MOTION CARRIED

3-0-0

The October 17, 2022 meeting of the Board of Commissioners was adjourned at 8:23 p.m.

Submitted by Amanda McKenna, Recording Secretary