Representative Policy Board South Central Connecticut Regional Water District Consumer Affairs Committee

August 16, 2021 Meeting Transcription

Stephen: Good, very good. I will call the August Consumer Affairs Committee meeting to order.

Item first on the agenda is the safety moment and the subject is the safe use to pesticides and it's both timely and important. I can't suggest enough, reading the label on anything you use. [Inaudible] because we think that it's safe because they're selling it but there's some very good suggestions here on this safety moment. And for sure, read the label of whatever you're using and be careful. So, once again, great job, Jennifer.

Thank you.

Jennifer: Thank you.

Stephen: Item two is the approval of our minutes of the July meeting. Do I have a motion?

Naomi: [inaudible].

Stephen: Thank you, Naomi.

Frank: And I second it.

Stephen: And Frank seconds it.

Frank: Yeah.

Stephen: Are there any corrections, additions, omissions? I'm hearing none. I'll call for a vote on

the minutes. All those in favor.

All: Ave.

Stephen: Any opposed? Any abstentions? Okay, thank you. Item three is we move on to Prem

PipeSafe benefits update.

helps our rate offsetting a little bit as well.

Prem: Thank you, Steve. Again, the [inaudible] of this PipeSafe benefit letter is not really

[inaudible] letter but really bring our members here on board. As you are aware, there's been a discussion of one national company reaching out as a home emergency repair services, right? And then there's been a lot of discussion where we have been receiving calls because of this situation. So, we are trying to make [inaudible] and also emphasis on the fact and benefits that we have. As you know, we are a nonprofit and we're actually trying to keep our rates lower. So, what we did, is we are trying to pull together some data facts as you see on this letter, to really emphasis the fact that this actually

> And then, when you look at all our constituents and towns, we do a lot of community service, as you know. And again, we spend a lot of hours personally from out of the way ourselves, right? And employees spend a lot of time and doing a lot of work, working with our towns, et cetera. So, this is just an attempt. Our first reach out to our constituent towns, to say these are the different benefits that we do and we respectfully request that you defer any of these companies approaching the town. So, the letter is still in a draft mode as you could imagine. We will be putting all the facts together and this is going to be sent out to each one of the towns, our constituents. So, we wanted to keep you in the loop as what's going on. So, that's the whole meaning of this letter and obviously this is going to be circulated to everybody.

So, the idea is that once these letters goes out, we don't want you to be surprised. And obviously, we want to answer any question that comes through because of this letter. At the same time, if anybody wants to reach out from specific towns, I know we've put in our contact information. Personally, my own contact information from RWA, so they can ask me any questions and any questions that they have. So, that's the whole idea here. Again, it is not a [inaudible] letter, but to really bring all of you in the loop of what's going on, right? So, that's all about that specific letter, Steve. So, I just wanted to make sure that the team is aware of it.

Stephen: Well, I have a couple of comments, but at first, if anybody else does, please chime in.

Rich: So, Prem, this is Rich. Can you hear me?

Prem: Yes, yep.

> So, I haven't read the whole thing through. What's the pitch here? Are we saying that we can provide the same service at a lower rate or are we just saying we're a nonprofit and we're your water company, so stay with us? What's our message here?

> So, the message is really emphasizing the fact that we do have a PipeSafe service, right, Rich? And we do provide that for almost more than two decades here, right? And we just want to make sure that we don't cause any confusion when national company or somebody reaches out. So, what ends up happening is that when they hear from these companies, et cetera, they call us and they say, "What's going on? Is it part of RWA?" Et cetera.

> So, here, the message is really to make sure that we emphasize the fact that this has been a flagship program, we've been helping our customer, and this also helps our rate that we set, right? Because this goes back into our rate base as well, so we're trying to emphasis that [inaudible] if you hear such messages. That's all it is, right?

> So, Prem, again, I haven't gone through it with my pencil but should we make clear that this letter is intended to address any potential confusion that may occur as a result of this? Because I didn't get that to my quick read of this. I didn't come away thinking this was intended to avoid or address any potential confusion.

Rich:

Prem:

Prem:

Rich:

Prem: Yeah, I think you can make it explicit. Thank you for the feedback. And we can make it

explicit on the letter as well, to make sure that there's no confusion, right? But again, I mean, the whole intent is that when we see such calls come to us, right? And we take a great deal of explaining to our customer of what's going on, et cetera, and then we are not directly linked to the specific entity or whomsoever that that caused us, right? So, the idea is that we also emphasis the fact to our town officials, how PipeSafe is helping

our customers-

Prem: But that's what the idea is.

Prem: But we will make sure that we can do that also.

Prem: What was that? I had some interruption. Did all of you see that?

Rich: Yeah. So, one other question, Prem. When it comes to combined total savings, how is

that being calculated?

Prem: Do you want to take a shot, Rochelle? On that specific calculation?

Rochelle: Yep. What the 5% is alluding to here is, if you look at the net revenue that PipeSafe

generates, it equates to about a 5% reduction in the water rates. So, the idea here is that if, let's say, a town with a large number of customers goes to another provider and we're no longer getting that net revenue, it's going to have an adverse impact on rate

[inaudible].

Rich: Thank you, Rochelle.

Stephen: Prem, I thought that was one of the very many good points that you made in this letter.

Rich, I think the point is to create an awareness on the part of public officials, who get approached all the time with different offers. That the Regional Water Authority does

provide this service, and it is a benefit to customers directly and indirectly.

Stephen: One thing I would ask, Prem, this is going to a chief elected official. I'm just wondering if

it should go to the purchasing agents and towns too because they're the ones that may get something. You've got to count on the elected official passing this on to staff and I

don't know if that's going to be the case.

Stephen: The other comment is, there was a time when other companies were just offering

PipeSafe, now they have programs where they're offering whole home services. So, I guess it's a little more complex in terms of we might say what we do too. In terms of

home owners, and it could be in here indirectly, I don't know.

Larry: Steve, you make a good point about either the letter going to somebody else in the

administration or the chief elected official passing it on. Maybe we should add

something in there, to ask the chief elected official to distribute it to appropriate staff. It

might go to their chief administrative officer, for instance, or their chief of staff, that they might hand it off to.

Stephen: That's a good way to approach it, I think. Yeah.

Prem: That's perfect, right. I'll make that amendment and that's a good suggestion, yeah.

Tony: Also, if you could let us know when these letters actually go out. We'll give it a day or two and then we can call the elected officials and say, "Listen, you've gotten a letter

from the water authority. Let me fortify what they're trying to do."

Stephen: Is there any way of showing the RPB member for a copy on the bottom? Would that

work okay?

Tony: Yes.

Stephen: Yeah. Put a copy, then we could forward that email too.

Tony: That's perfect.

Prem: That's okay, that's okay.

Stephen: Sometimes they're not available by phone, but you can shoot the email to them.

Larry: Right, yeah. Thank you, those are good suggestions, thank you.

Prem: Yep. That's perfect, yeah, I'll make sure we make the changes there, yeah.

Rich: I like the fact that you're doing this. Have we been bitten by this at all, do we know?

Prem: Yes, we have, Rich. That's the whole idea, right? So, we have been in a situation like

that. That's why we want to be really careful, that this does not become the norm,

right? So, we want to tackle the issue upfront.

Rich: Yeah, I like it, I like it.

Prem: Thank you, yeah. Well, that's all we have. Thank you, everybody, for the suggestion.

We'll make the amendments and we'll come back to you folks again.

Stephen: Okay, very good. We will move on to item four. So Prem, you're going to talk about any

revisions. I am not familiar with this yet, but we've done [inaudible] regulations review

in the past. Do you want to cover this?

Prem: Sure, yeah. Now, I'm going to walk you through every detail. So, if you have any

questions, please stop me or ask question as we go. So, basically the rules and regs, as you know, the last time we made the amendment to this document has been in 2017.

So, it's almost many years ago, and we thought that it's a good idea now, as we are going through our rate increase process, and also the monthly billing, we bring all in front of the team here. As you know, it's not a mandate from our perspective of [inaudible], but we want to make sure that we bring in the loop of you folks to make sure that we're all on the same page on the rules and regs. So, this is an opportunity for any question that you may have or anything that we need to amend on.

Prem:

So, that being said, a couple of things this memo touches upon, the highlights of all the different changes. But what I'm going to do now is to go to the actual document, to walk you through some of these changes on the pages, so you're all comfortable. I do know that there's a standing item for a RPB meeting, maybe we need to provide recommendations. So, I want to make sure that Steve and the team here are fully aware of what the amendments are, so you can actually make a recommendation, right? [crosstalk].

Stephen:

I was just going to make that point, Prem, to the other members. I understood that, that you'd like to have this as a completed recommendation on Thursday. So, this is the review for that.

Prem: Yep.

Stephen: Okay.

Prem:

Perfect. As a matter of fact, just to let everybody know, the authority did look at these amendments and they had some questions, we clarified everything. So, it has gone through the whole process of review within authority and also the leadership and management team as we go through the document.

Prem:

So, let's breeze through the document here. So, page five of the document here. So, we wanted to make sure that we clarify. As you know, we had put in our AMI meters in place and there's a whole consumption process where the customers can go in and monitor what the consumptions are, et cetera. So, we want to add some language in here that talks about making sure that the customer would have to register to actually get that kind of notification, et cetera.

Prem:

And from our [inaudible] perspective, from a liability standpoint, we are not solely responsible to monitor the water assumption. It is the customer's responsibility, right? And making sure that this is a courtesy that we are trying to offer to our customers, so that they are aware of it and they can take the benefit out of it, right? So, we clarified a couple of things there from a legal perspective, from a liability standpoint, right? So, that's the clarification on page five. Please stop me if you have any questions as we go through it.

Stephen:

Hey, Prem. I just noticed under nine. Air conditioning or refrigeration installations. I didn't realize we could mandate that. Would that be a commercial or a residential kind of size?

Prem: I think, if I'm not wrong, this kind of covers both basis, Steve. Right? Commercial and

residential. But again, if you think about it, right? This has been updated many, many years ago, so you raise an interesting point. So, you could take a look at it, right? But this

is to cover both sides of the house really.

Stephen: Yeah. I mean, it's a great idea. I just didn't realize we could mandate that, but-

Prem: That's good, yeah. So, that's the good news there. So, I'm page turning up to the page

11 here. If you go to page 11. What we really did here is, I mean, again, we made sure that the document reflects the changes itself, so you can see the changes. So, it's not like fully final. Basically, we raised the condition that anything that we have here as all the responsibilities, is based off of our current rate schedule. So, I just emphasizes the fact here it's a minor change, it's not a big change here. Tying back our rate schedule to

this document. So, that's on page 11.

Prem: If you go to page 13, the next change is on the public fire service side. We [inaudible]

class on the top of all of these bullets because it was under the item 12, so it kind of emphasizes the fact of everything. That includes everything under this public fire service

section. So, that's a minor change.

Prem: And as we go here, the next one is on page 17. This is for the cross connection control.

What we are trying to emphasis here is that, as you know, the customers putting a BFP in place, a backflow preventer in place... We wanted to make sure that if any of that request comes from the customer as an applicant, we would like for them to make sure that they come back to us and tell us once it's installed, so we can go there and test it and inspect it. As you know, this is a pretty critical item because a lot of times we are not aware of the sources other than what source that we have from our perspective, from our lines. There could be a private one in there, etc. So, we want to make sure we

inspect the backflow preventers before the customers move on to do other stuff.

Prem: So, that's basically emphasizing the fact that letter will be sent to them and they have to make sure that they come back and let us know, so we can test it and inspect it. Right?

And then again, we are also emphasizing the fact that we are not responsible for any damage that happens to BFP because we are not the one who's installing it. So, we are

making sure that we put that across here. So, that's the change on 17.

Stephen: Hey, Prem. On seven there, the last sentence. For damage is one word there, just a

minor thing.

Prem: Oh, okay. Got it. Yep, okay, got it. Yeah, we'll make the change. Thanks, Steve. Okay. So,

page 18, right? Next page. As you know, we are going through our monthly billing. From quarterly to monthly billing. This just adjusts the billing cycle for being monthly and then semiannual for the private fire side. But for the public, it's still semiannual, the way we had to plan because of their cycles of budgeting, et cetera, on the public side. So, we

just made that small change there. That's 18.

Lou: Hey, Prem.

Prem: Yes.

Lou: Lou Dagostine here. Just a quick question on that one. What's the rationale for changing

it to monthly? Was there a collection problem or is it just, simply, it makes sense to

realize the revenue sooner?

Prem: Yeah. So, there are a couple of things. Definitely, smaller bills is better for customers to

pay smaller bills, rather than a quarterly bill. Also, when you look at it in terms of leaks and stuff, right? A lot of times, what happens is, the customer gets a leak and it takes almost a quarter for them to know. So, it's going to help the customers to cast things ahead in time. Obviously, there's a financial peace from a benefit's standpoint, right? So, not only recognition earlier is also going to help. So, that was the whole basis, so there

are multiple benefits.

Lou: I understand, thank you.

Stephen: Prem, we did a survey on this, right? And I remember my elected officials saying he

preferred that it was twice a year or yearly or whatever, so I guess because of their

budget process.

Prem: That's right.

Stephen: Do you remember what the other town officials commented on this?

Prem: Yeah. I think we took the majority, right? If you look at it in terms of budgeting cycle, as

you know, Steve, right? Pretty much all of us are in the same budgeting cycles. It was pretty much semiannual, so I would say the majority of [inaudible] was to keep

semiannual, right? So, that's why we kept it there and we didn't make any changes with

the public fire service. But the private side, we did go monthly.

Stephen: Oh, certainly, yeah. We are talking about privately, sorry.

Prem: Yep, yeah.

Rochelle: Yeah. Private fire, we also wanted to take the opportunity to be consistent with the

water billing to make it monthly in arrears. So, this is the time and opportunity that we

can do that at the same time that we go monthly for the water customers.

Prem: Yep. So, that's only for private, not for public. So, that's good.

Prem: So, going into the next change, which is on page 22. Can we go one page up? I think it's

on page 22, Jennifer. Yep, there it is, yeah. So, basically this reflects on the same quarterly to monthly invoice, right? As we go through monthly billing, the statement date of about 63 days is not valid anymore because you're actually having monthly bills.

So, we see minor change there. It covers that it's basically a monthly billing, which is already was there, as 33 days from when the date of monthly invoice, right? So, we just reflected that, it's a minor change there.

Prem:

The next page. So, this one is about the late person payment. We reworded a little bit and making sure that we also provide a amortization agreement with our customer. Anytime they have a disconnection notice out there, they're delinquent, when they make a 20% payment, we can now stop the disconnection, right? So, we made that reflective. There are also scenarios where the customers make a 20% payment and then they get into agreement and then they go back, again, default again.

Prem:

So, we want to cover that basis. So, as you see, our 12 month basis, a customer has once in 12 months... Basically, you can actually have this as a benefit. But, let's say they default again, they can't keep going back in the same circles, right? So, that's what it kind of clarifies that a little bit more. So, that's the change on 23.

Stephen:

Hey, Prem. That's kind of a short timeframe, isn't it? I mean, it's just a month. If they're only paying 20%, how are they going to pay the rest of it? They're going to get another bill.

Prem:

Yeah, I know. I think [inaudible] as a termination notice, Steve, right? That runs on a different cycle. It's not like we are due now and the next month you are going to have double due, right? It's not going to be like that. You have enough time before it goes to different levels, to really get a shut off notice, right? So, they have enough lead time, so it's not going to be back-to-back. That's how it works previously. So, it's not like they're going to get right after each. It's not like that.

Prem:

But the point here was really to make sure that once you have an agreement in place, they can't default again, right? So, I think that's the idea here. But again, and I have rarely seen the scenario that could happen this way, but we just want to clarify it a little bit better, and that's why we put in this clarification there.

Laura:

Actually, it was a situation on the collection front, where they will continue to pay the 20% and avoid disconnection, but their arrearage will continue to grow. So, it wasn't really a benefit to the customer, nor was it to the company.

Prem:

Yep. Thank you, Laura. That's a good clarification there. Again, to make sure that everybody understands, these are very few exceptions, right? This is a customer trying to game us, not a general or regular customer who's making a bail. So, just to make sure that we are not thinking about everybody like that, right? So, that's the gratification there.

Prem:

On page 27. This is for application for service. So, anytime a customer puts in an application for us to be able to extend the service, et cetera, we want them to also tell us the water demands on their side. So, you understand what it means from our side when you're actually giving them that new service. So, there's clarification there for any

proposed developments. So that's what application of service on 27. Just knowing the water demand, what they think it's going to be.

Stephen: Prem. From a residential property, if someone says to you, "Usual household use," is

that good enough for you?

Prem: I think our guys are... Especially our crew, right? Our construction group knows what

that is typically, so I think it's okay. But, sometimes, what happens is it's the other way around, where they say it's typical, but then it ends up being more demand, right? So, that's the situation we don't want to face. So, it's a clarity to make sure that there's a [inaudible] happening and we say, "This is what the typical looks like and it's okay." To

your point, if they are in that zone, I think you're fine. [crosstalk].

Rochelle: And Steve, I just want to add. This is for four inch [inaudible] and larger.

Stephen: Oh, okay. Right, right, right. Okay.

Prem: Okay. So, going to page 31. This is a technical standard section. We just want to

recognize the fact that our compression connection fittings... I'm not an expert, to be honest, but just to allow our customers to be able to use the compression connection fittings. We did include that as a class [inaudible] pipes. So, it's just an addition there

that helps the customers, the way I see it really. So, that's that one on 31.

Prem: On 32, crossing PEX piping for underground installation is not acceptable. Again, this is

based on AWWA standards, right? This is not from our view, we're trying to make sure that we are part of the standards. So, we made that correction there of clarification

there.

Prem: And then, on the next section on the fittings, we, again, wanted to make sure that the

compression fittings is acceptable as part of latest revisions. So, we just want to make sure that we aligned to that specific standard. So, that's all it is on that side. So, that's on

32. Any questions on any of this stuff so far?

Frank: Prem, I do have one question on there. The compression fitting. I thought a regional did

not allow compression fittings and everything had to be cleared to... If you had a

compression fitting anywhere around that pipe, you weren't covered under the PipeSafe

program?

Prem: Yeah. See, I think, Frank, from your question is... That's a good question, right? Let me

first acknowledge that. So, for PipeSafe program, basically, you're kind of right. And the reason for that is, when the customer is taking responsibility from the curb to main, the problem there is, they say the service is put in place and they had somebody build their home or an essential property or commercial property where it was not part of the standards that were followed. When we look into those things and then we start

thinking in terms of all the way from the main to the curb, the fittings that they have

> been used, and especially that are underground versus the connection that goes from the meter to the house, there are various different standards there, right?

So, from a PipeSafe standpoint, you are right. But when you start thinking about what the actual standard talks about, which is [inaudible] is talking about here, they do allow the compression fillings. Especially for this one inch to two inch pipes, [inaudible], right? They are allowing. That's why we made the amendment now. What that means for PipeSafe is that we may have to take a look at what our T and Cs are for that, right? But there are situations where customers have... Because they are responsible, all the way from curb to the house, they've got to make sure that whatever has been put in place is as part of the standard.

So, we are going to be looking into that as well for PipeSafe, right? But this one is just to allow them that it's okay to use as per the standard.

Frank: Okay. Thank you, Prem, thank you.

> Yep. Okay. So, that's all we had on the amendments here. The only last thing is on page 37. A definition for default extension. This is just to make sure that we are clarifying to our customers at times where if we have the main and then they are trying to put an extension, it's up to us as to how we pull the extension from the main and the best possible efficient manner that we could do. We wanted to clarify that because the document [inaudible] extension, so this is just to clarify the definition there.

> So, that's all we had on these amendments here. As you see, most of them are minor in nature, some of them is more clarification. From our standpoint, it kind of helps ourselves and also our customer to be more clear. Especially of things like the collection thing that Laura had mentioned, right? This should help our customer who are actually paying us and the customers who are trying to be exceptions as usual.

> So, those are all the changes that we have as part of our rules and reg. And this covers everything, including our rate case, monthly billing, all the products put in perspective and everybody had reviewed these changes. Any questions from anybody on any of the stuff on rules and regs?

Tony: Nope.

Stephen: Looks good to me, Prem.

Prem: Thank you, yeah.

Any other questions? Yeah, that was very complete. So, we shouldn't have any problem Stephen: with the recommendation for Thursday. I'll talk to Jennifer tomorrow, I guess, on that.

So, we can call you.

Thank you, yeah. Thank you, everybody.

Prem:

Prem:

Prem:

Prem:

Stephen: Yep, appreciate your efforts.

Tony: Good job.

Prem: Thanks.

Stephen: Item five is our consumer affairs report. Lou, you're filling in today?

Lou: Filling in for Jeff. Thanks, Steve. Good news, no active consumer complaints that our

office is handling. Jeff wanted me to relay that he has reviewed the authorities issuance test rate application and issued the OCA's first set of interrogatories to the authority.

That's my update.

Stephen: Great. I did see the first interrogatories that were sent out to everybody. So, all of our

RPB members should have gotten a copy of that. He usually sends them a hard copy too.

Right, Lou? Doesn't he send that to members?

Lou: I believe so, yes.

Stephen: Well, yeah. Okay. Once again, great we don't have any issues this time.

Tony: Can't beat that.

Stephen: We'll move on to item six, which is the approval of a relatively short invoice for July of

962.50. Do I have a motion?

Rich: So moved? [Inaudible].

Stephen: Okay, Rich. We'll have Rich and then Frank second it. Thank you, guys. Any questions for

Lou on the invoice? All right, none. All those in favor of passing invoice?

All: Aye.

Stephen: Any opposed? Any abstentions? So, that motion carries unanimously as well. Item seven

is our volunteer for the authority meetings. Mark, are you still planning in August?

Mark: Yes, I am.

Stephen: Okay.

Mark: Yep, I should be. I've got all the paperwork and it's 12:30 on Thursday.

Stephen: Okay. On September, we didn't decide yet. Is there anyone that could make that

meeting or would like to attend that meeting?

Tony: I can do it, Steve.

Stephen: Okay, thank you very much. Jennifer, did you take note?

Jennifer: I got it. Thanks, Tony.

Stephen: Thanks, Tony. Item eight is new business. I'm not aware of any. Is there any other

coming through? No, okay. Our next meeting Consumer Affairs will be September 20th,

5:30 PM, and I will entertain a motion to adjourn.

Tony: So moved.

Frank: Second.

Stephen: Thanks, Tony. Thanks, Frank. All those in favor.

All: Aye.

Stephen: So, we are adjourned. Good meeting, everyone.