

Abenaki Water Company
Docket N. DW 19-131
Staff Data Requests Set 2 – to ABENAKI

Date Request Received: 03/6/20
Request No. Staff 2-3

Date of Response: 3/23/20
Witness: Donald Vaughan & Steve St. Cyr
4/27/20 Witness: Donald Vaughan/Bob Gallo

REQUEST: The Company's attachment to ABENAKI 1-1 provided copies of Abenaki property records detailing "Rosebrook Water Company Mains Accounts 309 & 331" installed from 1973 through 2010. The property records schedule details the year new mains were installed, the size and type of main, location of the main, and inventory detail showing the size of gate valves and mains used for the installation. In 1985, there was an entry for an 8-inch DI main extension to the MW Hotel and Bretton Arms in which 1,300 LF of 6-inch main and 4,450 LF of 8-inch main was installed. Would the Company agree that the 6-inch main and a portion of the 8-inch main installed in 1985 is the same 6-inch and 8-inch main identified on Filing Attachment A? If not, please account for this footage by providing supporting documentation, including a map of this inventory.

RESPONSE:

Abenaki does not agree. Because the Audit Staff has previously called the footage figures into question, Abenaki does not agree that it is relevant for Staff to now rely on those figures.

To respond to the question of whether main that may have been installed in 1985 on the Omni property was water company property, please see Abenaki's response to Staff 1-14 where Rosebrook's prior tariff clearly stated:

"all service pipes, including the shutoff within the limits of the highway, shall be installed, owned and maintained by the Company. From the limits of the highway to *the premises served*, the service pipe, in accordance with Company specifications, shall be installed, owned and maintained by the customer."
(emphasis added.)

Repeating, this tariff language is unmistakable evidence as to the ownership and responsibility related to the service line in question because, given this tariff language, the Commission would not have had any appropriate reason to include the mains identified in Staff's question in Rosebrook's rate base. It simply would be contrary to the express terms of the tariff and public policy.

Furthermore it would not make sense from a ratepayer subsidy perspective because inclusion of this plant (and more) covering an expansive amount of private (Omni) property would have exposed Rosebrook's remaining 400 or so customers to a subsidy situation where the other customers would be responsible for the O&M costs as well as taxes associated with this plant that only benefited the Hotel property.

To reaffirm that this tariff language is not unusual among water utilities, Abenaki directs Staff to the ample articulations of public policy in administrative rules (previously cited in response to

Staff 1-15) that a water utility is responsible for infrastructure up to the curb stop and that the curb stop is at the customer's property line/premises:

Env-DW 504.02 (definition of curb stop is the valve "between the water distribution system and the service customer's *premises* which controls the flow of water to the *premises*.") (emphasis added.);

Env-DW 504.07, Service Line and Water Meter Maintenance Policy:

"Unless the water system has adopted formal rules to the contrary:

(a) The water system shall be responsible for the service line from the water main to the curb stop;

(b) The service customer shall be responsible for the service line from the curb stop to the customer's premises; and

(c) The water system owner shall be responsible for any required meters."

Puc 602.06 ("Customer service pipe" means that section of service pipe from the customer's property line or the curbstop to the customer's place of consumption.")

Puc 606.04 ("Curb stops shall be placed at the customer's property line except in unusual situations such as service to an apartment or to a condominium.")

Env-Wq 704.20(f) (regarding curb stops at the property line for sewage).

Evidence concerning the previous ownership of Rosebrook, begs the question for whose interests Rosebrook management was beholden: the water company or the Hotel? This is reasonably asked, pursuant to Staff 1-9, where it was evident that going back to at least 2006, the Hotel was bypassing meters. It's also reinforced by Town of Carroll officials questioning who was actually in charge of Rosebrook Water as cited in Staff 1-8. This ambiguity was reflected in the records Audit Staff questioned.

For all of these factual, legal, and policy reasons, Abenaki does not agree that any installation of main in 1985 on Omni's property would be owned by the water company or included in customer rates.

SUPPLEMENTAL RESPONSE:

With respect to confidential material responsive to this request, Abenaki has a good faith basis for seeking confidential treatment of the subject information pursuant to Puc 203.08, RSA 91-A:5, Presidential Policy Directive 21, *Critical Infrastructure Security and Resilience*, and Env-DW 503.21(b)(11) pertaining to utility emergency plans, because the information contains sensitive drawings of water system assets. Abenaki intends to amend its motion for confidential treatment regarding the confidential information at or before the commencement of the hearing in this proceeding.

Upon review of the CAD drawings (**Confidential** Supplemental Attachment Staff 2-3), the linear foot and ductile iron descriptions in the plant records for 1985 concerning the 8-inch "D.I. main

extension to MW Hotel & Bretton Arms” (1300 LF 6-inch water main/4450 LF 8-inch water main) is not consistent with the available record drawings for the system. The length of 8” main in Base Road to the hotel curb stop is approximately 2,075 feet. Please see Supplemental Attachment 2-3 where the 8” main in Base Road is denoted in green. The length of the hotel service line from the curb stop at Base Road to the hotel is approximately 1,925 feet. The total 8” line length of the Base Road main and hotel service line is 4,000 feet. The approximate length of the 6” main from the curb stop at Base Road to its terminus is approximately 1,000 feet. In each case, the stated lengths in the property records do not total the lengths of water lines as stated above.

Furthermore, the 8-inch main on the hotel property that broke on Easter morning was PVC, not ductile iron. Therefore, both the linear feet and material do not support the argument that the 1985 property entry is for the hotel property.

For these reasons, the property records do not support that the 8-inch line at issue in this proceeding is owned by Abenaki-Rosebrook.

DW 19-131 Omni Complaint
Redacted Supplemental Attachment Staff 2-3
Page 1 of 3

<THE ENTIRETY OF THIS PAGE HAS BEEN MARKED AS CONFIDENTIAL>

DW 19-131 Omni Complaint
Redacted Supplemental Attachment Staff 2-3
Page 2 of 3

<THE ENTIRETY OF THIS PAGE HAS BEEN MARKED AS CONFIDENTIAL>

DW 19-131 Omni Complaint
Redacted Supplemental Attachment Staff 2-3
Page 3 of 3

<THE ENTIRETY OF THIS PAGE HAS BEEN MARKED AS CONFIDENTIAL>