

Board of Commissioner

Minutes

June 26, 2019

The Commissioner's meeting convened at 10:00 a.m. in the meeting room at the North Conway Water Precinct Office 104 Sawmill Lane North Conway, NH. The following were present: Commissioner John Santuccio, Commissioner Suzanne Nelson, Commissioner Robert Porter, Superintendent Jason Gagnon, Chief Patrick Preece and Recording Secretary Kristine Cluff.

Call the Meeting to Order

Meeting called order by Chairman John Santuccio at 10:00 a.m.

Public Hearing(s)

There were no public hearing at this meeting.

Minutes

**Minutes will be carried to the next meeting**

Fire Department

(copied from Chief's Report)

**Membership:**

37 Members

No new applications at this time.

**Personnel:**

4 members on leave at this time

**Training:**

Department Training. Annual truck waxing and cleaning of all the equipment and apparatus

Engine 3: Training will be doing pump operator training, flowing water out of the deck gun and hand lines. Rescue Training: Water Rescue throwing rescue ropes and using the raft.

**Department Activities:**

I hope everyone has a safe 4<sup>th</sup> of July fireworks can be dangerous please leave it to the professionals.

Class C Fireworks is prohibited in the Town of Conway. We have received the reimbursement check from the State of New Hampshire for the sum of \$5,482.84. This is for when we sent the Assistant Chief McCarthy to assist with hurricane Florence in North Carolina.

Discussion: Chief Preece reminded the viewing audience Class C fireworks are prohibited in the Town Of Conway and if your using sparklers with your kids remember they burn at 1,000 degrees.

**Emergency Calls:**

The fire department has responded to 57 calls for the month of June

The department has responded to 534 calls year to date for 2019

**Apparatus / Trucks:**

Rescue 1 is back from Northeast Auto Body; the truck looks great and is back in service.

Engine 1 cab lift cylinder has been replaced by E One.

Engine 4 AC has been repaired the system needed to be recharged.

Tower 2 the parking valve over the rear axles has be replaced; the valve had a leak

**Equipment Issues:**

Fire House Software Program upgrade should be taking place on Thursday or Friday of this week.

**Purchase for New Equipment:**

Old Business

There was no old business discussed at this meeting.

New Business

Commissions Report/Superintendent's Report

Superintendent's Report  
(copied from the Superintendent's Report)

## Dewatering & Septage Receiving Update

Progress is going well on the remainder of the project. Representatives from Huber (press manufacturer) and Elemech (instrumentation) are onsite and working through the start-up process. Our hope is to have the full operation up and running by the end of the day today (Wednesday). There are some additional programming changes that will need to be made in conjunction with one additional instrumentation panel upgrade that should be finalized in the coming weeks.

## Financial Software Upgrade

Devin from BS&A has been onsite since Monday June 17<sup>th</sup> working with Precinct office staff and our accountant to implement the Accounts Payable, Payroll, and General Ledger portions of the new software and train us on its use. The great news is that the conversion of our data from our old system into the new software has so far gone very well and we've been able to make sure that everything is starting off correctly in the new software. During the training process, we've come across a number of things we'll be doing a bit different procedurally that should increase efficiency and reduce wasted paper and labor hours. Like any new system, I expect there will be growing pains as we adapt our procedures and routines to the modern software. We know that as we continue to learn and become comfortable with the new system, BS&A's support staff will hear from us frequently initially – and we're looking forward to testing their claims of having the best support in the industry. Beginning on July 8<sup>th</sup>, BS&A will be back on site for another two weeks to implement and provide training for the Inventory, Miscellaneous Receivables, and Utility Billing components. Based on BS&A's track record of successful implementation with Invoice Cloud for processing of electronic payments, I am recommending that we approve the Invoice Cloud contract as presented to the Board at the last Commissioners' meeting. The fees proposed by Invoice Cloud is in line with what other municipalities' customers are paying, and Invoice Cloud has agreed to waive the Precinct's monthly access fee of \$50 for one full year (until June 2020).

Discussion: Administrative Assistant Cluff explained we will be offering direct deposit for payroll checks to everyone including the call firemen and shortly we will be offering on line payments to our customers.

## *Well Maintenance Needed*

During routine performance testing, we have identified potential issues with Wells #3 and #5. Well #3 has seen a 17% reduction in pump efficiency over the past few years, possibly indicating a mechanical issue with the pump itself. Well #5 was found to have a possible issue with the motor or wiring to the motor. I've contacted the well company most familiar with the Precinct's wells to arrange a date for him to come pull the pump (Well #3) and motor (Well #5) for inspection and will keep you posted on what we find. In the meantime, Wells #4 & #6 are both operating normally and if needed, Wells #3 & #5 can still be run (albeit at lower efficiency).

## *Consumer Confidence Report*

Our 2019 CCR is now available on our website.

Committee Reports /Reports at this meeting

Other Business

Public Comment

Commissioner Santuccio opened public comment session. John Ferris stated it would be my opening and Commissioner Santuccio stated it would be:

The following discussion with Mr. Ferris is not verbatim

John Ferris: As you may or not remember my name is John Ferris and I live at 252 Grove St. and I was present when some of you gentlemen and ladies were here. Others were not on May 31, 2017 and this is in regards to your April 11 water event on Grove Street. Do you all recollect that water main break? That's a question perhaps I need to speak louder.

Commissioner Santuccio: I didn't hear you.

John Ferris: Do you all recollect that water main break.

Commissioner Santuccio: yes

Commissioner Nelson: yup

John Ferris: Has there been any compensation from the North Conway Water Precinct to the Ferris's since that break that you know of. Financial compensation or for other.

Commissioner Santuccio: There has been an offer on the table.

Superintendent Gagnon: On July 25, 2018 we sent you this mutual release which was an offer for settlement from the Water Precinct.

John Ferris: That is correspondence I received from you.

Superintendent Gagnon: yup

John Ferris: You delineated that was an attachment in your email and we never received it, the first I have seen this are you talking the amended proposal.

Super intendant Gagnon: It was also sent by certified mail.

John Ferris: It was sent by certified mail I did not receive or ever laid my eyes on that document and to within the last 48 hours when you forward it to me. I did send you correspondence asking if you had put that attachment in the file we never received it I made that clear. I asked you to forward it to me at that time.

Superintendent Gagnon: Which I did

John Ferris: I just received it - first I've ever laid my eyes so if you can verify that that would be fine

Superintendent Gagnon: Sure

John Ferris: What I'm looking for here is transparency from the North Conway Water Precinct and I'm looking for accountability. I have been given a proposal that was basically designed by David Bernier who was superintendent at the time. It seems sincere and it was an offer to do some landscaping extensive landscaping I might add. It seems exceptional. There was absolutely no mention on May 31 when this was discussed and the commissioners all of you approved that unanimously and there was no mention of any contingencies it was for good will, peace and I believe a harmonious relationship for the future were the words coming from David Bernier. It had multiple scopes of work within this proposal the original proposal. Part of that was a swale, curb stone or some barrier on the street as a first line of defense should the pipe break again in the future. Apparently, that was overruled and he did not have the authority as superintendent and he was under orders to not supply what he claimed he could and would. Also, the street was going to be paved in 2018 and it is now 2019 and that hasn't happened yet. Basically, that proposal was invalid it really didn't carry much weight but more than that there is a problem with coverage. Of course, we have homeowners insurance or had homeowners insurance with the Hartford Insurance Company and the Hartford Insurance Company needed to find out the cause of the break and the questions were asked and I have all of this and anything I say to you I might incidentally mention you can take for gospel this isn't a fairytale coming from my side of this bench here. There were questions asked by the insurance company in order to determine if there was coverage, what coverage they would be and how much. The information that was requested by the North Conway Water Precinct was erroneous it was not the truth it was fraudulent. The Water Precinct commissioners and superintendent knowingly, willingly and intentionally deceived the Hartford Insurance Company and as a result of that deception the Hartford put very stringent stipulations on the coverage I would receive. I have photographs of what the dwelling look like before and I have hundreds what it looks like now and what it look like immediately after the water main break. This break was not a water service it was a high-pressure, I believe, 6 inch water main estimated at some 120-150 psi. Calculations that Mr. Gagnon did if on behalf as well as your own and basically documentation of records that you do have. There was close to 900,000 gallons of water that was lost in that one event it's safe to say the majority if not all of that came to my house, around my house, under my house. The damage was not menial in any way it was catastrophic. The property was damaged inside and out and perhaps under as well. This wasn't any small event by any means. The destruction of the property was not small. Mark Ewing an employee of the water precinct I am sure you all know the name I would expect you do contacted myself and my wife who were out of state at the time requesting keys for my vehicle to move my vehicle from the driveway and I asked him why of course and he said there has been a water break in the street and there is a bit of damage to your driveway and we need to move that so we can affect repairs. So if you can send your keys up ASAP we can get right on that. I said let me think about that where you do need that Mark. Mark and I are basically friends I have known him for several years we've been in the property and we had the property for 15 years it's been in the family since 1980. There never has been any water damage, there's never been any leaks there's never been any high water we are not in a floodplain and he then asked me if I can also send the keys from my house. While that's sounded a bit beyond the fail to me

although he's a water Precinct employee and we know each other well he's not my brother and so we decided it's probably best not to send the keys up to unknown people to enter our property and move our vehicles just didn't feel right I think you all agree on that. As a result, my wife got on an airplane at 0600 hrs. the very next morning April 12 flew to Boston rented a car came up here stayed in hotels, bought pumps, boots and did what needed to be done. I was unable to be here due to prior commitments that actually took precedent at the time-that's neither here nor there but property owner, my wife, was on the scene within 24 hours even after 24 hours that the main had been shut off the 150psi 6 inch water main had stopped gushing water down the hill underground, over - it heaved the road the police were involved by a vehicle that hit the road it seemed. No one in town was actually aware of this the police were notified by the driver that ran into the pavement that heaved and they in turn notified the Precinct. I believe Patrick one of your employees was the first man on the scene. The water precinct knew the significance of the scope of this water main break. It wasn't a typical service break where a couple of thousand gallons might run in someone's yard and seep into their foundation. It wasn't a partially finished basement first dwelling it was a totally finished basement it was an apartment of sorts it was a residence we lived in past tense prior to April 11, 2017. We were told by Mr. Bernier my wife was told that you have - the Precinct that is has no absolutely no responsibility liability or culpability in this tragic. It was asserted there is immunity that protects the Precinct and there was little to no discussion other than he alluded to your driveway and your landscaping we can make your yard better than it ever was. I don't know if that's the case are not. I know that restoration is standard procedure whenever you do work on anybody's property. I've been in the business myself so I know a little bit about this. I haven't received truthful answers in a timely fashion if at all by the Precinct on several questions I have had over the past two years three months I think we are into. Had the water precinct been forthcoming with information that was requested by the insurance company perhaps I wouldn't be here today and the settlement would have been acceptable. The settlement was totally not acceptable with the insurance company and so it leaves a great void in how do we put this back together and who was responsible and was there any deception was there not and it appears strongly appears there was. I don't know who I don't know who calls the shots or has the authority here I know there is a superintendent, I know there is three commissioners I know Bernier made the promise and it was overruled by the commissioners so I have to ask myself now who is it I am speaking with. Am I speaking with the superintendent Mr. Gagnon or am I speaking to three of the commissioners that actually call the shots. Because what I have here is a proposal that was put out over a year ago well over a year ago and now there is a revised edition is an amended proposal with the language incorporated into this new amended proposal has been fortified with legalese and it has been diminished in scope of work. I mean when I am told something by an individual I initially take it for gospel unless I have reason to believe otherwise. In this particular case from the get-go, I have reason to believe otherwise that I can't take what I hear as gospel. I'd like to get to the truth of the matter now. I'd like transparency and I'd like to know why the Hartford Insurance Company did not receive the information they were requesting. Certainly the Precinct is aware they had a 2017 water break on Grove Street in approximately the same identical location that's on record it's in the Commissioner meeting notes of 2013. I'm sure you all know this you all have been here long enough much longer than I have I'm sure you know that excavation that break was re-excavated in the same year because the initial band aid repair that was affected was not affected and it needed to be re-excavated. I don't know if the Precinct did the work the second time or if a subcontractor was hired perhaps a subcontractor is liable for that pipe failing again but one thing is for certain there was documentation, there were records, and they were being requested. They were not brought forward not produced. So I would like to know who's decision was that to admit this information was at the Precinct, was it your legal counsel doesn't matter I don't know if it matters or not what I do know is the truth matters and I have a totally destroyed property right now the landscaping has not been done by anyone because I was advised by legal counsel that the proposal the initial proposal the work would be done by the Precinct for landscaping only which really wasn't our major concern when you've lost all your contents all your appliances you lost your furniture your clothes, your kitchen, your bathroom ,your flooring, your ceiling, your walls, your insulation and your wiring your hot water heaters and your furnace. When all this property is destroyed one of the last things you're really

thinking all of is the ruts in the driveway it's almost ludicrous to even make such an assumption that would be sufficient to appease the victims. So, where do we stand here because what we have is inadequate compensation from the insurance company due to the position they took which was taken from the answers they received by the Precinct and there is a timeline here and it is a very small timeline and it's in the month of May in 2017 between your legal counsel, my legal counsel, the commissioners, the superintendent, the employees that were privy to what was going on. Mark Ewing was in the house in the dwelling not just the driveway. Roger I believe Woodward was his name the foreman he was also well aware of this. I did have questions for those individuals when I got to the area may be a week and a half later. We were still in a total state of chaos. We were pumping water we had dehumidifiers we needed to purchase, fans, chemicals, mitigation, mitigation equipment and I asked one of the employees what did you find when he walked in the house because we were told on the phone you guys needed to get in so they can assess the damage and if there is any damage they will bring someone in right away to took care of it. I said what do you mean you'll bring somebody in who, who are you bringing into my house after I send you my keys to my personal property. I'm going to let you in there and bring a contractor in and fix up a problem I'm not even sure I have and you don't sound sure you have. So where is this coming from they knew exactly there was a problem and nothing was done by anyone other than my wife and myself because it is mandated by the insurance companies if you know anything about policies that you maintain the property and see to it that it doesn't worsen the condition doesn't worsen black mold worsens as you all know and in order to protect the dwelling the rest of the dwelling the upper levels we needed to get in here in our late 60s, Social Security, Limited finance, mass debt-ServiceMaster is \$20,500 estimated to do mitigation work was not being Water Precinct as to who is responsible here so I ask you commissioners and not to leave you out Jason but you weren't here then and we are talking about an era you really weren't here and I don't know how much you really know about this other than hearsay. I don't think the application for the job had gone out for that matter. So if you don't mind with no disrespect I am more or less addressing the commissioners and obviously you're hearing it all. I am looking for transparency here I'm looking for accountability this amended proposal as well is the original proposal is in adequate was in adequate then. As I started to say, I was advised by legal counsel that it is a tremendous proposal it's exceptional I don't know why it is so exceptional unless the water main was an exceptional break but certainly this amount of work is not proposed and offered to anyone. They need to have sustained substantial damage for this to have been put (unknown word) that's a given. So, we know you will understand the magnitude of the damage. If you don't, the employees that were there should be quizzed I quizzed them and I was told they were not allowed to talk to me similar to what I think they call a gag order. It may not be witness tampering because we are not in a court of law here but I understand there have been some issues in the past with witness tampering there has been some issues in the past of withholding information and it is blatantly clear to me that my insurance company has been deceived and I am the recipient of very poor treatment and in adequate compensation. So, I am willing to negotiate a fair settlement I am not looking to make money, I am not looking for anything other than to hold the people that are responsible for this water main break which we all know it broke in 2013 we all know it was given thought to replace those lines then along with the Amethyst Hill break of the same year that pipeline was replaced. If everyone in this town has anything to do with the North Conway Water Precinct infrastructure knows there were as built there must be as built please tell me you have as built at least. Certainly everyone here is aware there was a break in 2013 excavated twice. Everyone knows that the can got kicked down the road until a catastrophic event occurred. That is unfortunate, it's unfortunate for the water Precinct it's more unfortunate for my wife and I it's our property. So, my proposal to you rather than looking any further at this proposal which really doesn't carry any amount of weight financially, goodwill or any other kind. I am looking for some compensation for the put back of my property by the people who are responsible for the break or at least responsible for the maintenance of the infrastructure. However, however you want to word that I don't want to get into semantics here. I want to keep it short and sweet. We need more compensation because we were disallowed an acceptable amount of compensation from the insurance companies strictly due to the response from the water precinct I don't know whose move that was. The insurance company has made mistakes

granted the Precinct has made mistakes granted my wife and I haven't made any mistakes we shut our water off if we leave the house we shut our electricity off. We have winterize properties all over the country in an out of the country for many, many decades we know what we're doing. The question is if you have a water break on a water line and that needs to be revisited in the same year is it not obvious that this is a problem area and that something sooner or later is going to happen. You have an old infrastructure granted we know where and tear, we know it ineffective repairs and we know negligence and to neglect something that was in your face in 2013 not once but twice and everyone in the neighborhood incidentally on Grove Street that have been there for 5 to 10 years they're all aware of this break as well it's not a secret it comes to mind why is this break a secret it seems as though it is just come to my attention recently that very few people in the town even know there was a water break never mind a property destroyed and property value loss. We don't want to get into the anguish, we don't want to get into the psychological effects with the physical but for people in their late 60s to be doing a \$20, 500 mitigation project on their own property because of the insurance company did not trigger coverage because the North Conway Water Precinct would not produce the information that was being requested. I have it all here I don't need to put it in front of you -you can take my word for it as gospel it's here (in his file) and you have legal counsel. I don't know who wrote this proposal I don't care who wrote this proposal very nice proposal. However, legal counsel advised me as nice as it is and it sounds wonderful except the Precinct should do that automatically without a release. This should be done as standard procedure. I didn't ask for logs to be removed from the back of my property I didn't ask for railroad ties to be removed that was Mr. Bernier's goodwill for peace and harmony granted that only came after my legal representation was terminated. He then decided, we could talk I am a negotiable person I should hope that the Precinct is negotiable I was told the street would be paid in 2018 and then I had a meeting with Paul DegliAngeli and Paul said that can't possibly happen in 2018 it's been pushed back to 2019 and the reason for that is because asphalt has skyrocketed \$10 per ton and we can afford it and yet in 2018 as you well know Seavey Street had extensive work done on it curb stones pavement not only to Seavey Street there was more paving done in North Conway I've seen done in the 14 to 15 years I have been here. So, I ask you the question are you willing to reconsider negotiating a dollar value. I don't need dump trucks full of dirt and gravel right now I need money and I need people who should be accountable for this disaster to come forward and your it. So I think I am not looking for a concrete answer right now give it some deliberation think about it and get back to me we have significant damage that has not been addressed financially by the insurance company and they're not going to give us any further compensation. If we were to bring this further down the road the criminality aspect of it is possible. There is the possibility there has been criminal acts and I say that because every insurance document I've read tells me that anyone that deceives, omits I think you know the language is punishable by a state statute and it's criminal. So, let's not get into that I don't want to throw stones I don't want to get shot at (word not recognizable). I would like to sit down with adults that know something about what it takes to get things done. I've done estimates I can sit down in private not a public here of course I can sit done in private with those that may be willing to sit down with me and negotiate. I don't know what this perhaps Jason you may know the dollar value put in this proposal or if you don't maybe you have some idea what a crew would take and the fill.

Superintendent Gagnon: not off the top of my head.

John Ferris: That could be calculated just as the water loss was calculated or anything else this is all doable stuff there is no rocket science here. The bottom line is we weren't in the state we didn't do anything the water main broke it broke because it wasn't repaired properly and it was known by the Precinct why wasn't the truth told the coverage afforded to me in the first place and would have been but there again maybe could have gone the other way and turned against you I don't want to start a range war we would like peace and harmony with the water precinct as well - were not moving, were not going anywhere and were not going away. I don't expect we're going to leave this earth necessarily any sooner than all of you so let's not think about were going to die tomorrow and

the problem goes away let's not think the apartment is going to fix itself it needs money it needs and a negotiation so please let me know now if that's possible.

Commissioner Santuccio: I believe it is an insurance problem both insurances agreed at the time they both agreed on something I don't know where you got your information from but I don't know what questions they asked.

John Ferris: Some from Attorney Dewhurst that's where I get some of my information other information I get from Primex which is your insurance company.

Commissioner Santuccio: I don't know what questions were asked and what the answers were

John Ferris: I do and you can find that out as Commissioner

Commissioner Santuccio: Sure

John Ferris: we've got countless hours, days weeks perhaps months' worth of paperwork, transmissions, correspondences, photographs we been through more hoops than I ever planned on going through the rest of my life never mind over one incident of catastrophic consequent and us being victimized. I don't plan on expending too much more energy myself in coming to some sort of a meaningful agreement as what would be satisfactory for the put back to become whole again as the term is. We need to become whole again. We need our property to look like this (Mr. Ferris held up a photograph). Would you like to see what it looked like no it doesn't matter to you - you probably don't even care would you like to see what it looks like now?

Commissioner Nelson: Excuse me, I have been silent long enough

John Ferris: Have you

Commissioner Nelson: We're sitting here you're accusing of criminality, of fraud, of lying of everything else you've got a whole bunch of documents there you're not willing to share with us.

John Ferris: Would you like to see them?

Commissioner Nelson: yes, I would

John Ferris: That can be arranged

Commissioner Nelson: All right you initially came up with we sent you a proposal you didn't get it on email you didn't get it in certified mail - certified mail they delivered to you - you have to sign for it you didn't get that you're saying you did not get that.

John Ferris: Did I say that

Commissioner Nelson/Commissioner Porter: yes, you did

John Ferris: Then that is what I said don't question what I said

Commissioner Nelson: Well

John Ferris: Don't question what I said don't accuse me

Commissioner Porter: You're accusing us

John Ferris: I am not accusing you

Commissioner Porter: What to hell do you think you've done

Commissioner Nelson: Okay calm down

John Ferris: You really don't need to resort to vulgarity sir

Commissioner Nelson: Excuse me you're asking us to take your word for it you said that several times

John Ferris: mmm uh

Commissioner Nelson: You have documents here but I don't need to show it to you because you have to believe me.

John Ferris: You don't have to - this can go down the road - this can go further but it will be a great expense to everyone it's not worth it the sensible thing to do

Commissioner Nelson: We want to settle this is much as you do

John Ferris: Good

Commissioner Nelson: But we're getting a lot of misinformation and you're leading us to believe you got nothing from your insurance company

John Ferris: I didn't say that I didn't say that

Commissioner Nelson: That's what you're leading us to believe so if you didn't get something you know you want to make this right and stuff. If we have to meet in private to finish this fine

John Ferris: We do

Commissioner Nelson: I think we've heard enough

John Ferris: I do to - so are you willing to do that are you willing to sit down in private and negotiate a settlement

Commissioner Porter: I think our first step is to get some actual facts

Commissioner Nelson: Yes, I think we need to look at what you're telling us

John Ferris: Okay

Commissioner Santuccio: I think we need to look at what the insurance company did

John Ferris: Perhaps we need to in July I would like to keep this meeting short. However it looks as though we may be here for the morning now I hope you have the time

Commissioner Santuccio: We're not discussing this now

John Ferris: You just asked for proof what I've told you

Superintendent Gagnon: I've been keeping a list of all the different items that Mr. Ferris has told us that he has or believes were fraudulently, in his words, were provided by the Precinct to the insurance company as well as a list of other things. Perhaps the best way to do this is for us to prepare a list, a letter an email or carrier pigeon whatever is the best way to get you that information to make sure that you get it and then you can provide that information back to us and then we will be able to go from there because unfortunately we can't take anybody's word for anything. We need to see the documentation before we can make a decision to move forward on anything.

John Ferris: What we are looking for here as of 4/19/17 any and all documents including without limitation, communications and reports relative to the water main break which occurred within the area of Grove Street on or about April 11.

Superintendent Gagnon: Perhaps rather than doing this in public we can send you our list of information that we would like you to provide to us and you can do the same and then we will be able to compare information and from there set up a meeting or some way to negotiate moving forward because we're not going to get it hashed out here on camera it's not going to happen.

John Ferris: Itl would be quite transparent if it was wouldn't it. There is also number two why don't I just go through this so I can appease the lady here Susan Nelson

Commissioner Nelson: Can you send us a copy of that

John Ferris: #2 Any and all documents relative to damage caused to the property by the water main break

#3 A copy of any and all insurance policies or membership agreements in full risk management programs which may be applicable to this loss as and any or any policy or agreement that protects against general liability.

#4 Probably most important any documents relating to prior water main breaks or leaks on the North Conway neighborhood surrounding Grove Street and any documents relative to the repair of such breaks, bursts or leaks. This should include without limitation documents related to a break that occurred in around 2012. The answer to that I will just read you the highlighted there is no documentation as to the cause of the water main break which has been generated by the Precinct and that was on May 8, 2017. So I ask you is this not clear would you like me to read it again is this not clear do you have any documentation there are no documents, there are no records there is more and much more than that that is the tip of the iceberg right there and there's a lot more underwater than there is overwater in an iceberg as you might know. Without digging too deep to maybe save face on all accounts here so that doesn't need to get dragged out it would be transparent it will be made public I'm wondering why it hasn't been made more public it seems as though a gag order is put on your employees so they can't talk

to me even though one of the individuals was allowed to go in my house according to the Precinct. You want my keys, you want to go into my property while I am 1500 miles away would you do that put the shoe on the other foot people.

Commissioner Nelson: I would

John Ferris: Would you

Commissioner Nelson; If there was water in my basement and I have

John Ferris: Oh yes you're the lady that had four pumps in your basement I believe I recall we had a 5/31/17 video from Vision Valley I do remember your all your comments and they were quite ludicrous I might add. We don't want four pumps in our basement you may have them in yours we don't need any in hours

Superintendent Gagnon: I don't think we are heading in a productive direction. What we can do is we can move forward by you sending us the information that you believe was provided to you fraudulently we will do another search we will come up with whatever records we have and you can have those are public information for anybody to have. We will do the same you have made a number of claims here today we will ask you for the supporting documentation behind them we will both be open and transparent and from that point we will be able to set up some sort of discussion or meeting to figure out how we're going to negotiate moving forward. I believe that is all we are going to get accomplished today

John Ferris: Well the information I have is clean-cut

Superintendent Gagnon: It's not to us because we can't see it

John Ferris: Do you accept responsibility for the water break do you accept responsibility

Superintendent Gagne: Were not answering any questions

John Ferris: Well it sounds like a very clear cut question it simple.

Superintendent Gagnon: Do you accept responsibility for not having quality foundation drains around your house

John Ferris: Absolutely, so I think absolutely you do accept responsibility for the water main break

Superintendent Gagnon: I did not say that you said that

John Ferris: I said what

Superintendent Gagnon: Whatever you just said I have not accepted responsibility for anything

John Ferris: I do not say that

Commissioner Santuccio: Time is up we've got to cut this meeting we have another meeting to go to

John Ferris: Is there anyone else who would like to say anything here

Daymond Steere of the CONWAY DAILY SUN: Mr. Ferris told me his story and we're also interested and be happy to talk to Jason or John or Pat or whoever would be applicable. I understand there is going to be some negotiation or willingness to negotiate from the North Conway Water Precinct. I just wanted to say we are interested in the story and in fairness we want to make sure we do our due diligence and reach out to the Precinct.

Superintendent Gagnon: We would just let you know right up front then as there is the threat of pending litigation we are not going to have any comment on this story until it is resolved. I apologize for that.

Daymond Steere: No that is understandable maybe when it's resolved you can find out what happened after. We just want you to know we are very interested we heard his story

John Ferris: One thing I would like to add is the timeline the timeline for requested responses back and forth in 2017 April May timeline frame are paramount. It is the timeframe that put this case with the insurance company as well as with you people in a position where it is now. Had it been answered as I said truthfully and correctly then there would have been a different position taken. It's not an accusation I'm simply stating a fact. There is a difference. I've said all I need to say here today I would like a financial negotiation with the Precinct and I would hope you would see your way forward to accomplishing that. I am not hard to negotiate with I am not hard to get along with but if you had been wiped out to the tune of well over \$100,000 possibly well over \$200,000 I think you would pay attention. I'm paying attention ice certainly hope you people do.

Mr. Ferris departed the meeting at 10:58 AM

#### Signature Documents

There were no signature documents at this meeting

#### Signing of Checks

**Motion of Commissioner Nelson to ratify the account payable checks dated 6/27/19 and the payroll dated 6/27/19 signed out of session. Motion carried by voice vote 3-0-0.**

#### Non Public Session

There was no nonpublic session at this meeting

#### Adjourn

Having nothing further to come before this public meeting, **Motioned by Commissioner Porter seconded by Commissioner Nelson to adjourn this public meeting at 11:00 a.m. Motion carried by voice vote 3-0-0.**

Respectfully,

A handwritten signature in cursive script that reads "Kristine M. Cluff".

Kristine M. Cluff  
Recording Secretary