# JOINT MEETING WITH THE CITIZENS' ADVISORY BOARD AND THE RMLD BOARD POWER AND RATE COMMITTEE MEETING MINUTES EXECUTIVE SESSION

TIME:

7:35 P.M.

DATE:

Wednesday, January 19, 2011

PLACE:

Reading Municipal Light Department, AV/Spurr Room

PRESENT:

CAB: A. Carakatsane, Chairman, (Lynnfield), J. Norton, Secretary, (North Reading), G. Hooper

(Wilmington), T. Ollila (Wilmington)

RMLD Board: M.E. O'Neill, R. Hahn, R. Soli, G. Snyder

RMLD Staff: V. Cameron, P. O'Leary, J. Parenteau, W. Seldon

Guest: Attorney Christopher Pollart, Rubin and Rudman

CAB Vacancy (Reading)

#### 1. Call Meeting to Order - A. Carakatsane

Chairman Carakatsane called the meeting to order at 7:38 P.M.

## 2. Concord Power and Steam, LLC - V. Cameron, J. Parenteau

Ms. Parenteau described Concord Power and Steam as a biomass/wood burning high capacity provider. They currently supply steam power to Concord, New Hampshire, and plan to begin construction this year with the new plant going on line at the end of 2012 or beginning of 2013. The RMLD has a signed agreement from them to provide 5 MW and New Hampshire Electric Coop has an agreement with them for 7 MW. Concord Power and Steam is presently negotiating with the State of New Hampshire. Ms. Parenteau added that most of the charges are structured.

Discussion ensued.

Mr. Norton made the following motion seconded by Mr. Hooper:

MOVE that the CAB recommend to the RMLD Board of Commissioners to authorize the General Manager of the Reading Municipal Light Department to finalize negotiations and execute a contract with Concord Power and Steam, LLC.

**Motion carried by a poll of the CAB: 4:0:0 -** Mr. Norton – aye; Mr. Hooper – aye; Mr. Ollila – aye; Mr. Carakatsane – Aye.

## 3. Swift River Trading Company, LLC – V. Cameron, J. Parenteau

Mr. Seldon described Swift River Trading Company and the agreements that the RMLD and Swift River negotiated. It is a 15-year agreement that would increase the fuel charge approximately a mil per hour. Swift River is the manager of four small hydro plants with a 7 MW capacity. All attributes, requisitions, and future attributes are included in the agreement.

Mr. Hahn asked if they lost their FERC hydro licenses, could the RMLD terminate the agreement.

Attorney Pollart responded that if they lost their FERC licenses, they would be in default and would have up to 180 days to cure the issue. If not, the RMLD could terminate.

Discussion ensued.

Ms. Snyder asked if any analysis was done for potential of a drought.

Attorney Pollart stated that if the units do not produce, the RMLD does not pay. There is no penalty.

Ms. Parenteau invited the CAB and the RMLD board to tour the Pepperell facility sometime in the Spring.

Mr. Norton made the following motion seconded by Mr. Hooper:

MOVE that the CAB recommend to the RMLD Board of Commissioners to authorize the General Manager of the Reading Municipal Light Department to finalize negotiations and execute a contract with Swift River Trading Company, LLC.

**Motion carried by a poll of the CAB: 4:0:0 -** Mr. Hooper – aye; Mr. Norton – aye; Mr. Ollila – aye; and Mr. Carakatsane – aye.

#### 4. Adjournment

Mr. Norton made the following motion at 8:14 P.M. seconded by Mr. Hooper:

MOVE that the CAB return to Regular Session.

Motion carried unanimously by a poll of the CAB: 4:0:0 – Mr. Norton – aye; Mr. Hooper – aye; Mr. Ollila – aye; Mr. Carakatsane - aye.

Respectfully submitted,

John Norton, Secretary

Minutes approved on: \_\_\_\_5

/pmo