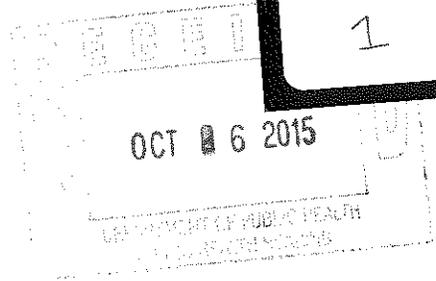


Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob



DPH-1

Provide a copy of the notice Cedarhurst sent to its water system customers regarding Cedarhurst's plan to cease operations as a water company.



Water users update
041315.docx

April 13, 2015

To: Cedarhurst Water Users

From: Cedarhurst Water Committee

We hope you have been keeping up with the proposed water changes as we've discussed them over the last few months. We thought it appropriate at this time to recap where we are and look for any feedback or concerns.

As you know, two major issues have made us decided to outsource the management of our small water company. First, increasingly stringent water regulations statewide mean higher costs, greater liability and investment in capital projects we are unable to fund. Second, and largely as a result of the first issue, this is no longer an endeavor that can be managed by volunteers.

So, over the last 9 months we have begun the process of turning the management of our water over to a larger water company. The State of Connecticut is required to provide water for its' residents. We have been the water company that has provided that here in Cedarhurst for our residents for many, many years. If we can no longer operate as a water company, we are obligated to work with the state to turn that process over to another water company they will assign.

We have provided about 100 pages of documentation to the state so far as the beginning of that process. We are working very closely with the Newtown Health Department as we work through this transition. They have the experience and the expertise in this area to be our advocates with the state. We don't know exactly how long this will take but it could be as short as a few months or more than a year.

What can you expect? First and foremost, you can expect your water to go on as usual this spring. Based on the expected number of water users we have authorized spending to hire a certified water operator, Eastern Water Solutions, and they will get us up and running by mid May.

Second, we have asked the town for financial support to allow us to do all the testing and reporting required by the state as long as we are still the water company. They will look for possible grants to help cover some of these costs. Should that funding not come through, there is a possibility we may need to assess the water users additional money to stay in compliance and keep your water running safely. We will keep you closely informed of any concerns in that area.

Finally, you should expect that your annual water costs will increase once another water company takes over our system. The long-term benefit to you is that as large capital improvements are made to our water system, like installation of a generator and fencing to protect the well and water tank, the new water company will be able to spread those costs over their entire customer base so you, a Cedarhurst resident does not bear the entire cost of those coming changes. You can expect your water service to be like any other utility you currently pay for.

What can you do? Please let us know ASAP if you do not plan to use our water this season. If you do plan to use it, remember your resident and water fees must be paid in full before we can turn on your water.

We are doing all we can to make sure this process is as painless and seamless as possible for all our water users. Please feel free to call our email with any questions.

Please feel free to contact me directly with any concerns or questions.

Mary Ann Jacob, on behalf of the Water Committee

Dave Harlow
Jim Brant

cc. Cedarhurst Board

DPH-2

Provide a description of all of Cedarhurst' s water company property, whether real or personal, including, hut not limited to land, equipment, buildings, active, inactive and emergency sources of supply, treatment systems, storage facilities, pumping facilities, and distribution systems ("Cedarhurst Water System"). Include in such description the date on which the property was placed in service, its location, hydraulic capabilities, including, but not limited to flow, pressure, capacity, size, length, and safe yield.

Cedarhurst's Water System's property consists of .24 acres located at [redacted]. The system is supplied by a single drilled well located in an above grade approximate 100 sq. ft. well house and provides 13 gallons per minute. The well is equipped with a meter and source water sample tap and pumps to an outdoor, above ground 2,000 gallon hydro pneumatic storage tank and then to distribution. The system is only active seasonally and experiences an average day demand of about 1,000 gallons per day. Peak day demands are about 2,500 gallons per day and are attributed to transient seasonal residents leaving taps open when they are not there. There are no hydrants or water treatment equipment. The system has been in service for more than 25 years.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-3

Provide maps of Cedarhurst' s property, including maps containing Cedarhurst' s Class 1, 2 and 3 water company land, land held for future potential source's of supply, and active, inactive and emergency sources of supply, if any

Inserted below is a copy of Cedarhurst's property associated with the water system. There is no property held for future potential sources of supply, or any active sources of emergency supply.



28 spring trail.docx

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-4

Provide information regarding Cedarhurst's real property (Class 1, 2 or 3 water company land) that Cedarhurst is not proposing to transfer, if any.

Cedarhurst is not interested in transferring their roads, beach or reserve areas not related to the Water

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-5

Indicate whether there are any liens against any of Cedarhurst' s property associated with the Cedarhurst Water System, whether real or personal, and the amount of said liens.

There are no liens against any of Cedarhurst's property associated with the Cedarhurst Water System, whether real or personal.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-6

Does Cedarhurst have access to Cedarhurst' s wells, transmission and distribution mains, reservoirs, tanks and standpipes, pumps and pump stations, hydrants, meters, curb stops, service connections, and personal property owned by Cedarhurst? If such access is authorized by an easement, right-of-way or lease, please provide the document authorizing such access.

To the best of our knowledge Cedarhurst exercised a right-of-way for water mains and man holes parallel to the roadway and extending approximately six feet into each residents property.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-7

Provide water system maps or "as-built" plans of the Cedarhurst Water System's water distribution system.

Inserted below is a copy of the water system distribution map.



Water Systems Valves-
2014.docx

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-8

Provide a copy of the DPH approval of abandonment of any source of supply not currently being utilized by Cedarhurst, if any.

We are not aware of any such abandonment or approval.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-9

Provide copies of diversion permits issued by the Department of Energy and Environmental Protection ("DEEP"), formerly the Department of Environmental Protection, if any, for the Cedarhurst Water System.

We are not aware of any diversion permits issued by the DEEP.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-10

Provide a summary of all formal and infonnal enforcement actions, e.g., orders, consent orders, civil penalties, and violation letters, issued to Cedarhurst by the DPH and the DEEP in the past fifteen years. Provide a summary of the status of Cedarhurst's compliance with such actions, including an explanation regarding how Cedarhurst will resolve any outstanding items.

We have no record of any enforcement actions nor any knowledge of them.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-11

Provide a copy of the DPH's last three sanitary survey reports for the Cedarhurst Water System and Cedarhurst's responses thereto, including the actions Cedarhurst took to correct significant deficiencies or violations of the Regulations of Connecticut State Agencies, if any, identified in the sanitary survey reports.

Copies of the two most recent DPH inspection reports and an updated status report of Cedarhurst's compliance with requirements and recommendations listed in those reports is provided below. We have also provided our response to the third, but cannot locate the original inspection report it references. Cedarhurst is in full compliance.



Reply to 2011 Sanitary
Survey..doc



State Report Issued
3.2.12, Done 12.8.1



Response to 2014 Sanitary
Survey.docx



State Insp 6.8.14.docx



2008 H2O Physical Insp
Reply.doc

DAVID C. HARLOW
WATER CHAIRMAN
CEDARHURST ASSOCIATION INC.
8 MOHAWK TRAIL
SANDY HOOK, CONNECTICUT 06482

August 18, 2014

Re: Sanitary Survey Report
Cedarhurst Association
Public Water System
PWSID CT0970512

Subject: Reply To Sanitary Survey Report

Dear Mr. Fleming:

It is the intention of Cedarhurst Association to be in complete compliance with the requirements of this Sanitary Survey Report. Please notify us of any discrepancies.

A) Significant Deficiencies:

None

Reply:

No reply required.

B) Regulatory Violations:

Instantaneous and totalizing flow must be recorded for each source supply on a weekly basis.

Reply:

Weekly water usage has been recorded on a weekly basis; however, flow was not. In the future flow will also be recorded.

C) Cross Connection Survey Report:

At the time of the cross connection survey two of the five residences utilizing cisterns were observed to not have proper air gap isolation from the seasonal water system. Follow up by Rich Carino of Flow Check LLC on September 18, 2012 verified that all violations had been corrected. I will gladly provide you with a copy of their report which was previously sent to your department.



David C. Harlow, Water Chairman
Cedarhurst Association Inc.

copy: Ms. Donna Culbert, Director of Health, Newtown Health District
Mr. Andrew Hurlbut, Certified Operator, Mr. Ronald Wilcox, President CHA

DAVID C. HARLOW
SECRETARY
CEDARHURST ASSOCIATION INC.
8 MOHAWK TRAIL
SANDY HOOK, CONNECTICUT 06482

March 29, 2012

Re: Sanitary Survey Report
Cedarhurst Association
Public Water System
PWSID CT0970512

Subject: Reply To Sanitary Survey Report

It is the intention of Cedarhurst Association to be in complete compliance with the requirements of this Sanitary Survey Report. Please notify us of any discrepancies.

A) Regulatory Violations:

The area surrounding the well house was saturated with groundwater and/or runoff, to the point of ponding over several square yards.

Reply:

To the best of my knowledge no changes have been made to the pump house/water tank landscape since the last two sanitary surveys. This survey was conducted on December 8, 2011, during Cedarhurst's period of seasonal shutdown. It should be noted that 48 hours period prior to the survey approximately 6 inches of rain fell in the area. The ponding was an unusual condition. In addition, fallen trees and branches, from a tropical storm and an early snowstorms storm, had been placed on the far side of the pump house possibly preventing the natural flow of water runoff.

Corrective Action:

The area surrounding the well house will be cleaned of debris and re-graded, if necessary, to prevent ponding. The area will be monitored to observe the effectiveness of this corrective action. The drainage ditch will be modified so that it is outside of the well's sanitary radius and the 4 inch corrugated pipe will be extended outside of the sanitary radius

B) Regulatory Requirements:

A Cross Connection Survey Report is required to be performed by the end of calendar year 2012 and every five years thereafter. A report must be submitted by March 1st of each year summarizing any changes since the last inspection for cross connections.

Cedarhurst Action:

Cedarhurst Association is in the process of finalizing an agreement with an approved Department of Public Health Cross-Connection and Backflow Inspector. Every water users system will be inspected and deficiencies will be pointed out to the owner. Failure to remedy deficiencies prior to the end of the 2012 summer season will result the termination of water service until the situation is rectified.

Recommended Action:

Cedarhurst Association has only one source of supply and limited storage capacity. It is recommended that the Association consider and evaluate the development of additional supply options and consult with the Department relative to the approval process required.

Cedarhurst Action:

Cedarhurst Association will consider and evaluate the development of additional supply options and consult with the Department relative to the approval process required.

C) Recommendations:

- 1) Federal Groundwater Rule (GWR)
Aqua Environmental Laboratory is aware of the new requirements of GWR December 1, 2009.
- 2) Storage Tank and Lines are Above Ground
The Association will evaluate the feasibility of enclosing the area. At this time routine patrols are conducted on a daily basis.
- 3) The Hydropneumatic Tank Supply Line Drainage Spigot Was Submerged.
The spigot will be removed.
- 4) DPH Guidelines for Start-Up
Guidelines for start-up and shut-down will be adhered to.
- 5) The Well House Must Be Maintained in a Sanitary Condition.
The Well House will be maintained in a sanitary condition.

David C. Harlow, Secretary
Cedarhurst Association Inc.

copy: Ms. Donna Culbert, Director of Health, Newtown Health District
Mr. Andrew Hurlbut, Certified Operator,

**DAVID C. HARLOW
BOARD MEMBER
CEDARHURST ASSOCIATION INC.
8 MOHAWK TRAIL
SANDY HOOK, CONNECTICUT 06482**

August 24, 2008

Ms. Linda S. Li, Engineer Intern
State of Connecticut
Department of Public Health
410 Capitol Avenue, PO Box 340308, MS#51WAT
Hartford, CT 06134

Re: Sanitary Survey Report
Cedarhurst Association Inc.
PWSID: CT0970512

Dear Ms. Li:

In response to your Sanitary Survey Report, Cedarhurst Association Inc. is submitting the following reply:

1) CGS Sec. 25-33

There is no legal contact on file for the public water system.

The current president of the Association is the legal contact for the Public Water Supply. Mr. Ronald Wilcox, 12 Cedarhurst Trail, Sandy Hook, CT 06482 is the current president.

2) Weekly readings of instantaneous flow rate and total quantity of water delivered were not available at the time of the survey.

Attached please find our water usage log for 2007 and 2008.

3) Cedarhurst Association currently only has one supply.

The present supply has provided an uninterrupted supply of water for approximately (20) users for more than 25 years. At this time we have no plans for an additional well.

4) The hydropneumatic water tank and associated supply lines are currently above ground and unprotected. It is recommended that the storage tank and lines be properly housed to provide protection from vandalism, automobiles and exposure to the elements. Routine checks or patrols should be made to ensure the conditions of the tank and lines are maintained.

On average, the tank and pump house are inspected twice a day 5 days a week for functionality and damage. At this time we have no plans to house the tank or lines.

- 5) Please refer to the DPH Document for Seasonal Water Systems Start-Up and shut-down.

We will go on line at <http://www.ct.gov/dph> and refer to this document as suggested.

David C. Harlow
Cedarhurst Association, Board Member
Certified Operator

copy: R. Wilcox, President CHA

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-12

Provide what type of minor and major repairs to the Cedarhurst Water System that Cedarhurst anticipates will have to be performed within the next five years. Identify the repairs and estimate the cost of the repairs.

Cedarhurst Association knows that increasing regulatory demands will mean added capital costs that cannot be anticipated. We understand that there could be future requirements by the state to add a generator in the event of a power disruption, fence in the area around our water tank and upgrade the water lines that run from the tank to the users homes. We have no capital funds available for any of these potential improvements and while we don't know the exact cost they would put us out of business due to lack of funds. Likewise, any kind of catastrophic failure that could possibly happen like a pump or water tank failure would have similar consequences. Hence our request to cease operations before this type of cost means our users are left with no alternatives.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-13

Provide data regarding the Cedarhurst Water System's water production, if any, and consumption for the past two years.

Water is produced on demand so production and consumption match.

Year	Production	Consumption
2013	169,790	169,790
2014	132,250	132,250

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-14

Provide a copy of all of the Cedarhurst Water System's water quality tests and results for the past three years.

All water quality tests have been performed by Aqua Environmental Lab., Newtown, CT. Copies of these tests can be requested from Aqua and are on file with the Ct Department of Public Health. Cedarhurst Association does not maintain copies.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-15

Provide the Cedarhurst Water System's current number of customers and the number of those customers that are metered.

The most recent number of subscribers is seventeen. All are residential. None are metered.

DPH-16

Provide information regarding the operation of the Cedarhurst Water System, including the name or names of the certified operator or operators that have operated the system for the past five years, the name of the employer or employers of such certified operator or operators, a copy of the operator agreement or agreements, and the amount or amounts paid to such certified operator or operators for operating the system for the past five years.

Prior to 2015 summer season, Professional Water Systems Inc. was Cedarhurst Association's Certified Operator for five years. This year we signed a contract with Eastern Water System to be our Certified Operator. The Contract is attached below. The current contract price has risen dramatically because we no longer have volunteers to startup and shut down the system so that is included in this years contract.

Year	Company Name	Certified Operator	Check Number	Amount Paid
2011	Professional Water System	Andrew Hurlbut		\$127.62
2012	Professional Water Systems	Paul Hurlbut	1047	\$127.62
2013	Professional Water Systems	Paul Hurlbut	1111	\$127.62
2014	Professional Water Systems	Paul Hurlbut	1166	\$127.62
2015	Eastern Water Systems	Matt Cassedy	?	\$2816.65



Cedarhurst Association
Eastern Water Co



Certified Operator Annual Contract

Water System: Cedarhurst Homeowners Association

Date: March 31, 2015

PWS ID: CT0970512
Type: Community
Address: Cedarhurst Trail
Newtown, CT 06482

Certified Operator: Matt Cassidy
Company: Eastern Water Solutions
Phone: 203-264-8183

System Contact: Dave Harlow
Phone:

Water Quality Testing: Aqua Environmental
Newtown, CT

Board President: Bruce Lafky
Phone: 203-910-8672

Dear PWS Owner/Agent,

Thank you for allowing Eastern Water Solutions Inc. the opportunity to assist you with meeting the requirements and care placed upon you as the representative of a regulated Public Water System (PWS). We look forward to meeting these requirements as well as facilitate the ongoing sustainability of your public water system. With respect to public health Eastern Water takes great care and sincerity as a company that manages and operates PWS's.

The following agreement is the terms and conditions in choosing Eastern Water Solutions to provide the services here in.

CONTRACT OPERATOR SERVICE AGREEMENT

THIS AGREEMENT ("the Agreement") is dated and effective as of **April 1, 2015** by and between **Eastern Water Solutions** of Oxford, CT ("**Contractor**") and **Cedarhurst at Newtown** of Newtown, Connecticut.

WHEREAS, the owner ("**Owner**") is the owner of **Cedarhurst at Newtown, PWS ID# CT0970512**, located in Newtown, Connecticut (the "**Water System**"); and

WHEREAS, Owner desires to utilize the services of Contractor with respect to the performance of certain services required to be performed by the Department of Public Health, Drinking Water Division ("**Health**"), with respect to said Water System; and

WHEREAS, Contractor has agreed to provide such services to Owner on all of the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

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**ARTICLE I
Acceptance**

This Agreement shall be effective **April 1, 2015**. By signing this Agreement, Owner accepts Eastern Water as the PWS's Certified Operator and additional services described herein and agree to be bound by the following terms and conditions. Unless otherwise terminated as provided herein, the *Term* of this Agreement shall be; one calendar year from effective date.

**ARTICLE II
Services to be provided**

Contractor shall act as the certified operator of the Water System, appropriately licensed by the Connecticut Department of Public Health Office (Health). As such certified operator, Contractor shall perform the routine specific services to the owner as set forth in **Duties and Responsibilities** of a Public Water System's Certified Operator, given upon request. Contractor shall, at all times during the term of this Agreement, be licensed as a certified operator by Health and shall notify Health that it is a certified operator for the Water System. It is understood and agreed that Contractor shall perform the services contemplated by this Agreement through its duly authorized employees or agents as it may from time to time designate.

**ARTICLE III
Additional Services**

In addition to the services described in Article II above, Contractor agrees to be available to Owner for emergency, non-routine services, annual cross connection surveys and backflow device testing for a supplemental fee, in accordance with the fee schedule set forth in Article IV below. It is understood and agreed that any services not part of the routine weekly and quarterly visits in **Article V** shall be deemed as non-routine or emergency services, unless specified as other, for purposes of this Agreement.

**ARTICLE IV
Services and Payment**

Labor and Fees	Total	Breakdown
Cert Ops	\$1,675.67	3 Visits-DPH-Admin-License
Start-up estimate	\$972.80	Chlorination-Flush-Pressure Test-Sampling
Subtotal	\$2,648.47	
tax	\$168.18	
Total Annual Estimate	\$2,816.65	

- (a) Within the terms of this Agreement, Contractor shall be paid for the services rendered under **Article I** for **Certified Operator license duties and responsibilities** in **quarterly** installments of **\$418.92 +tax** or in **full** for the amount of **\$1675.67 +tax**. The initial payment of **\$418.92 +tax** is due upon signing as a deposit for the Agreement and represents the payment of the current quarter. Payment schedule is due quarterly on the first of the month beginning of the quarter.
- (b) Within the terms of this Agreement, Contractor shall be paid for the services rendered under **Article I** for the **start-up** of the system in full for the amount of **\$972.80 +tax**. It is understood that this estimate is solely based on information, assumptions and representations, as they are best known at this time. Should any mechanical or physical conditions change or become apparent during **start-up**, additional charges and or approvals may be necessary.
- (c) Non-routine and emergency services performed by Contractor and not specifically identified in this Agreement shall be payable by Owner to Contractor at the rate of ninety dollars (\$105.00) per hour, plus mileage at the then current federal reimbursement rate and reasonable cost of equipment and parts installed.

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- (d) A Cross Connection Survey and testing of all backflow devices is required annually by Health. Contractor offers this as an additional service with a separate fee schedule. Contractor will work with Owner for scheduling and make available cost upon request.
- (e) The fees payable by Owner to Contractor for none routine, emergency, cross connection surveys and device testing will be billed separately. The parties agree to negotiate in good faith at any time during the existing term of this Agreement concerning adjustments to these fees.
- (f) A Service Charge at the Annual Percentage Rate of 18% (1.5% per month) or the highest rate permitted by law, whichever rate is higher, will be imposed on all amounts that are past due when they are outstanding for at least 30 days.
- (g) If Owner is past due for more than 30 days on the first of the month for the quarter due, a finance charge will be imposed on that amount.
- (h) If Owner fails to pay bills due under this Agreement, Owner shall also pay all costs proceeding including the cost of reasonable attorney's fees.

ARTICLE V
Obligations of Contractor

- a) The Contractor will:
 - 1. Provide **Three Certified Operator visits, during active quarters (3 per year)**, meeting the duties and responsibilities of a public water system's certified water operator guidelines of the State of CT Department of Public Health (Health)
- b) Per Visit
 - 1. Inspect the supply, storage, and distribution
 - 2. Check mechanical and electrical components of system
 - 3. Make sure all components are in correct operation
 - 4. Take readings from water meter
 - 5. Cycle and test mechanical controls
- c) Provide **start-up** services to the system conceived by Cedarhurst and EWS.
- d) The Contractor will file routine Health required reports.
- e) The Contractor will contact all appropriate parties regarding drinking water violations.
- f) The Contractor will prepare all Health required public notices.
- g) The Contractor will advise PWS owner of concerns that may affect the watersystem
- h) The Contractor is available for water emergencies, to perform on-site investigations and respond to questions from Owner or Owners Agent.
- i) The Contactor is available to perform a **Cross Connection Survey** and test any **Backflow devices** per calendar year, under Health requirements, **cost not included in contract**. Fee schedule available upon request.

Obligations of Owner

During the course of this Agreement, as may be extended by the parties pursuant to Article I thereof, Owner covenants and agrees as follows:

- (a) That Owner has, and shall at all times maintain in full force and effect (and, if necessary, obtain) all easements, permits, licenses and other similar approvals, consents and authorizations to operate and maintain the Water System and permit Contractor to perform, operate and/or maintain the Water System in connection with this agreement.
- (b) Owner warrants that it is the sole owner of the Water System and has full power and authority to enter into this Agreement and perform its obligations hereunder. Owner agrees that it shall not take any action which in any way will limit or restrict Contractor's ability to perform its respective obligations hereunder.
- (c) Owner or shall immediately notify Contractor of any change in Public Water System that will affect the work specified in this Agreement.
- (d) Owner shall notify Contractor, within the period of work performed, of any leaks, power and water outages, water related vandalism, chlorine pump or treatment equipment failure, if applicable, water related construction or digging as it relates to the source, treatment, or distribution. Owner shall also notify Contractor of any state agency contact related to water, as well as any repairs scheduled to be made or made by the Water System. In addition, Owner shall notify Contractor of

any main breaks or leaks of petroleum products or other events that may have adverse impact upon the health, safety or water quality related in any way to the Water System. Owner shall notify Contractor by contacting Eastern Water Solutions immediately.

- (e) Owner shall provide Contractor with full and complete access to Water System for work associated in the Agreement.
- (f) Owner shall provide Contractor with the use of all existing equipment owned by Owner and necessary for the operation and maintenance of the Water System, well pumps, valves, switches, etc.
- (g) Owner is responsible for all capital expenditures.
- (h) Owner is responsible for laboratory testing costs, power, chemicals, materials and supplies, telephones, heating fuel and all other operating costs.
- (i) Owner has designated **Bruce Lafky and Dave Harlow**, as Owner's representative(s) with respect to the services performed by Contractor. Owner will communicate to Contractor any changes in the designation of Owner's representative.

ARTICLE VI Liability

- (a) Owner shall be solely responsible for all damage to or interruption of the Water System or its functioning due to any cause other than the gross negligence or willful misconduct on the part of Contractor, including causes beyond the control of both parties such as, but not limited to, flood, fire, strikes, or national or civil emergencies or disasters.
- (b) Contractor shall not be liable for any fines, sanctions, or penalties imposed as a direct result of Owner's negligent performance or its obligations hereunder.
- (c) In no way whatsoever shall either party to this Agreement be liable to the other for any lost profits or special, incidental or consequential damages in any way arising out of or in connection with the performance of this Agreement.

ARTICLE VII Insurance

- (a) During the term of this Agreement, Owner shall maintain in full force and effect general liability insurance with a combined single limit of no less than One Million Dollars (\$1,000,000.00), or in such other amount agreed upon in writing by the parties. Owner shall provide Contractor with certificates of insurance evidencing the coverage set forth herein, upon request of Contractor.
- (b) During the term of this Agreement, Contractor shall maintain general liability insurance with a combined single limit of no less than One Million Dollars (\$1,000,000.00) and Workmen's Compensation insurance in the amount required by the State of Connecticut. Contractor shall provide Owner with certificates of insurance evidencing the coverage set forth herein, upon request of Owner.

ARTICLE VIII Indemnification

Owner shall indemnify, defend and hold harmless Contractor, its agents, employees and representatives from and against any claim, suit or demand of any nature whatsoever asserted against Contractor by any third party, including any principal, agent or employee of Owner, based upon any acts of Contractor or any agent, employee or representative of Contractor relating to the services rendered by Contractor hereunder. Notwithstanding the foregoing, Owner shall not be liable to indemnify Contractor against any claim, suit or demand arising out of the gross negligence or willful misconduct of Contractor. The provisions of this Article shall survive any termination or expiration of this Agreement.

**ARTICLE IX
Independent Contractor**

The parties hereto acknowledge and agree that Contractor is an independent contractor of Owner and that no agency, partnership or joint venture or employer-employee relationship is intended or created by this agreement. Contractor, its agents and employees, shall perform its obligations under this Agreement in an independent capacity and shall not, in any manner whatsoever, be subject to the supervision and control of Owner in connection therewith.

**ARTICLE X
Arbitration**

All claims, controversies or disputes arising out of or related in any way to this Agreement shall be submitted to binding arbitration pursuant to the applicable arbitration rules of the American Arbitration Association. An award of decision rendered pursuant to said arbitration hearing shall be final and binding upon the parties and not subject to appeal, and the award rendered may be confirmed and enforced by a judgment of the Superior Court of the State of Connecticut having jurisdiction thereof.

**ARTICLE XI
Termination**

Either party may terminate this Agreement for cause if the other party materially breaches its obligations hereunder, and such breach remains uncured for a period of fifteen (15) days following written notice of such breach. In the event of a termination of agreement, Eastern Water Solutions, Inc. may submit a final invoice for the services performed. Following termination, Eastern Water Solutions will notify Owner and Health of the status regarding services.

**ARTICLE XII
Notice**

All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the parties at the following addresses:

If to Contractor:

Eastern Water Solutions
Shane Grant
5 Benson Rd
Oxford, CT 06478
Fax (203) 262-6727

If to Owner:

Cedarhurst Association
P.O. Box 388
Sand Hook, CT 06482

All notices hereunder shall be deemed to have been duly given and effective (i) upon receipt if hand delivered; (ii) one day after deposit prepaid with a national overnight delivery service; (iii) three days after deposit in the United States mail by registered mail or certified mail, postage prepaid, return requested.

**ARTICLE XIII
Entire Agreement**

This Agreement constitutes the complete, integrated agreement of the parties as to its subject matter. Any prior promises, representations, agreements or understandings made by or between the parties are expressly superseded by this Agreement. No changes to this Agreement shall be effective unless made in writing and signed by the parties hereto.

**ARTICLE XIV
Third Party Beneficiaries**

The parties agree that there are no third party beneficiaries to this Agreement.

**ARTICLE XV
Governing Law/Construction**

This Agreement shall be governed by the laws of the State of Connecticut. This Agreement shall be construed without regard to any presumption or other rule regarding construction against the party who drafted it.

**ARTICLE XVI
Severability**

If any clause or provision of this Agreement operates or would operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be held ineffective, as though not contained herein, and the remainder of this Agreement shall remain in full force and effect.

**ARTICLE XVII
Successors and Assigns**

This Agreement shall be binding upon and insure to the benefit of the parties hereto, their respective successors and assigns. This Agreement may be assigned by Contractor only.

**ARTICLE XVIII
Cooperation**

Each of the parties hereto shall fully cooperate with the other, and with their respective employees, agents and representatives, in connection with the performance of this Agreement. Each party acknowledges that the other party's ability to carry out effectively its obligations under this Agreement depends in large part on the cooperation and prompt and timely fulfillment of the other party's obligations hereunder.

CONTRACTOR:

Eastern Water Solutions

By: Shane Grant

Sign:



Date: March 31, 2015

OWNER:

Cedarhurst Homeowners Association

By:

Sign:

Date:

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-17

Provide information regarding how the Cedarhurst Water System is managed, including information regarding the specific duties and responsibilities of the manager of the Cedarhurst Water System and any employees of such manager.

Cedarhurst Association Water System is informally managed with volunteer help. The Water coordinator is Mary Ann Jacob. There are no specific duties. This season we have hired Eastern Water to start up and shut down our seasonal water as well as be our Certified Operator.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-18

Please describe Cedarhurst' s organizational structure. Please also provide the name and title of the person(s) who has the authority to enter into binding agreements on behalf of Cedarhurst and the document that provides such authority

Please describe Cedarhurst's organizational structure. Please also provide the name and title of the person(s) who has the authority to enter into binding agreements on behalf of Cedarhurst and the document that provides such authority.

Cedarhurst's organizational structure is as follows:

President:	Bruce Lafky
Vice President:	Mel Cunningham
Treasurer:	Denise Wiley
Secretary:	Wendy Brant
Water Coordinator:	Mary Ann Jacob

Once voted on by the above named executive board, the President is authorized to sign agreements on their behalf. Attached is a copy of our by-laws describing that authority.



Cedarhurst By-Laws
2015.docx

**BY-LAWS
CEDARHURST ASSOCIATION, INC.**

**ARTICLE I
LOCATION, PURPOSES, POWERS AND SEAL**

Section 1. Location Limits:

The limits and territory of the Corporation are as follows: All of that property on Lake Zoar in the town of Newtown now or formerly owned by Cedarhurst Estates, Incorporated of J. Walter Scheffer and designated by the following block numbers on maps of the area known as Cedarhurst and in deeds to property located therein: Block numbers A,B,C,D,E,F,G,H,J,K,M . The aforesaid territory may be increased or decreased by amendment of the By-Laws.

Section 2. Purposes and Powers:

The Corporation shall have all powers granted to non-stock corporations under the laws of the State of Connecticut, including all powers necessary to carry out those specific purposes set forth in Article III of the Certificate of Incorporation.

Section 3. Seal:

The seal of the Corporation shall be circular in form and shall bear on its outer edge the words "Cedarhurst Association Inc." and in the center the words and figures "Corporate Seal 1960". The Executive Committee may change the form of seal or the inscription thereon from time to time, as it may in its sole discretion determine. Such seal may be engraved, lithographed, printed, stamped, and impressed upon or affixed to any contract, conveyance or other instrument executed by the Corporation.

**ARTICLE II
MEMBERSHIP**

Section 1. General:

The membership of the Corporation shall be composed of two classes of members, designated *regular members* and *special members*. The rights, privileges, and obligations of both classes shall be equal unless otherwise specified, and references in these By-Laws to members shall apply to both regular and special members, unless otherwise indicated.

Section 2. Regular Members:

All persons being title holders of record to property located in the blocks listed in Article I, Section 1 above on which there is situated a habitable dwelling (as defined hereinafter) are eligible for membership in the Corporation as regular members and shall become such members upon the payment of their first annual dues. As used herein the term "habitable dwelling" means a residential structure for which a building permit is required by the Town of Newtown and which contains indoor sanitary facilities.

Section 3 Special Members:

Other persons are eligible for special membership upon their designation by any person entitled to become a regular member under Section 2 above, provided they are a tenant in Cedarhurst of such person entitled to regular membership, and upon the payment of dues, shall become members for one year from the date of such payment, and shall have privileges and obligations of regular members during said year. Such membership may be renewed from year to year upon their re-designation by a regular member and the payment of annual dues. Notwithstanding the foregoing, no tenant may become a special member unless approved by the Executive committee as a person of good character and demonstrated capacity for living in harmony with his neighbors.

Section 4. Voting:

Regular members may vote in person or by proxy at any regular or special meeting of the Corporation, except that when two or more persons are members by virtue of their interest in the same property, they shall be entitled to only one vote between them and in the event of conflict the Executive Committee shall determine, in accordance with the table of voting set forth in Article IV of these By-Laws which person is eligible to cast said vote, and its decision thereon shall be final. No member shall be entitled to move that one vote regardless of the number of separate parcels of land of which he is the record title holder.

Section 5. Termination:

Regular members shall continue as such until their death, resignation or expulsion in accordance with these By-Laws, particularly Article VI hereof. Resignations shall become effective upon the receipt of written notice thereof by the President or Secretary of the Corporation. Special membership shall terminate one year from the date of payment of annual dues unless sooner terminated as provided herein.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meeting:

The annual meeting of the Corporation shall be held at such time and place as shall be set forth in the notice or waiver of notice of said meeting on the Sunday before Labor Day in each year, for the purpose of electing officers and additional members of the Executive Committee and for the transaction of such other business as may properly come before the meeting.

Section 2. Special Meetings:

Special meetings of the members may be called at any time by the President or by the Executive Committee, and shall be called by the President upon the written request of five per cent (5%) of the members entitled to vote at such meeting setting forth the purposes of the proposed meeting. All special meetings shall be held at the time and place as shall be set forth in the notice or waiver of notice of such meeting.

Section 3. Notice of Meetings:

Written notice of the time, place and purposes of all annual or special meetings shall be given by the President or Secretary, not less than ten (10) nor more than fifty (50) days prior to the date of the meeting to each member of the Corporation by delivering such notice Personally, or by leaving a copy

thereof at their residence or usual place of business, or by mailing said copy addressed to them at their last known post office address as it appears on the books of the Corporation.

Section 4. Quorum:

At any meeting of the members the presence of one-tenth of the members entitled to vote in person or by proxy shall be necessary to constitute a quorum for all purposes except as otherwise provided by law, and the act of a majority of the members entitled to vote present at any meeting at which there is a quorum shall be the act of the full membership except as may be otherwise specifically provided by statute. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by vote of a majority of the members present in person or by proxy, without notice other than by announcement at the meeting and without further notice to any absent member. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meetings as originally noticed. At every meeting of the members of the corporation each member shall be entitled to vote (except as qualified hereafter) in person or by proxy duly appointed by a written instrument subscribed by such member and bearing a date not more than eleven (11) months prior to such meeting, unless such instrument is limited in its use to a particular meeting of the members not yet held. Unless such instrument otherwise provides, if authority with respect to the same vote is conferred upon two or more agents, a majority of those present at the meeting may exercise all powers conferred by the instrument, or, if only one is present, then that one may exercise all such powers; and any such agent may appoint a substitute to act in his place.

Section 5. Table of Voting:

Whenever two or more persons are members by virtue of their interest in the same property, the following table shall determine which of them shall be entitled to vote at any meeting of the members.

RELATION OF MEMBER	PERSON ENTITLED TO VOTE
a) Titleholder on record	Titleholder or valid Proxy - One vote per household
b) Joint Titleholders	Whichever one is present and designated by all other joint owners.
c) Landlord - Tenant	Tenant while in occupancy and not in default if present or by proxy, otherwise landlord
d) Mortgagor - Mortgagee	Mortgagee; but after filing of lis pendens, mortgagor
e) Owner - Invitee or Licensee	Owner, unless he/she delegates vote to invitee or licensee in writing
f) Parent - Child	Parent or Child over the age of 21, by proxy, if parent is absent or disabled

Whenever more than one of the above relationships exists, the highest on the table shall govern and the relationships following shall be disregarded. All other conflicts as to voting shall be resolved by the Executive Committee in an equitable manner. The designation of another member as the one entitled to vote, when permitted by the above table of voting shall be by written instrument filed with the Secretary, and shall be effective until revoked in writing. The vote for officers and members of the Executive

Committee and, upon the demand of a member, the vote upon any question before the meeting shall be by ballot. All elections shall be had and all questions decided by a majority vote of the members entitled to vote present in person or by proxy.

Section 6. Expulsion of Members:

Any member may be expelled from the Corporation by the affirmative vote of a majority of the members of the Executive Committee at any regular or special meeting of said committee called for that purpose, for any conduct which in its opinion is detrimental to the best interest of the Corporation, or for refusal to render reasonable assistance in carrying out its purposes. Any such member proposed to be expelled shall be entitled to at least five days' notice in writing by mail of the meeting at which such removal is to be voted upon, and shall be entitled to appear with counsel before and be heard at such meeting.

**ARTICLE IV
EXECUTIVE COMMITTEE**

Section 1. Authority and Composition:

The property and affairs of the Corporation shall be under the care and management of an Executive Committee consisting of the officers of the Corporation and not less than three (3) nor more than eight (8) additional members of the Corporation, or a spouse or adult child of members, who shall be elected annually by the members entitled to vote, and shall hold office until the next annual meeting or until their respective successors are duly elected. A past president will automatically hold a position on the board for a period of one year. A past president may then be elected to the board in subsequent years.

Section 2. Number:

The number of additional members of the Executive Committee shall be fixed at the organizational meeting of the Corporation, and thereafter may be changed at any annual meeting of the members, or at any special meeting of members called for that purpose, by the affirmative vote of a majority of all the members entitled to vote, whether or not present at such meeting. If at any special meeting of the members the number of the Executive Committee shall be decreased, each additional member in office shall serve until his term expires, or until his resignation. Any additional member of the Executive Committee may be removed in the same manner and for the same reasons as provided for removal of officers in Article V, Section 8.

Section 3. Vacancies:

Any vacancy in the Executive Committee occurring during the year, including a vacancy created by an increase in the number of members made by a special meeting of the Corporation, may be filled for the unexpired portion of the term by the member of the Executive Committee then serving, although less than a quorum, by affirmative vote of the majority thereof. Any member so elected by the Executive Committee shall hold office until the next succeeding annual meeting of the members of the Corporation or until the election of his successor.

Section 4. Annual Meetings:

Each newly elected Executive Committee may hold its first meeting for the purpose of organization, and the transaction of other business, if a quorum be present, without notice of such meeting, immediately following the annual meeting of members; or the time and place of such meeting may be fixed by consent in writing of all of the members of the Executive Committee; or such meeting may be held on notice given as hereinafter provided for special meetings of the Executive Committee.

Section 5. Regular and Special Meetings:

Regular meetings of the Executive Committee may be held at such times and places as may be fixed from time to time by resolution of the Executive Committee, except that at least three meetings shall be held each year, one of which shall be during the winter, and no notice need be given of such regular meetings. The President or the Secretary may call, and upon a written request signed by any member of the Executive Committee the Secretary shall call, special meetings which may be held at such times and places as designated in the notice or waiver of notice of such meetings.

Section 6. Notice of Meetings:

Notice of all special meetings of the Executive Committee may be given orally or by mailing written notice at least three days before the meeting to the usual business or residence address of each member of said committee, but such notice may be waived by any committee member. Any business may be transacted at meetings of the Executive Committee and need not be specified in the notice or waiver of notice of such meetings.

Section 7. Chairman:

At all meetings of the Executive Committee the President or Vice-President or in their absence a chairman chosen by the committee members present shall preside.

Section 8. Quorum:

At all meetings of the Executive Committee a majority of the members of the committee shall constitute a quorum for the transaction of business. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent member, and may take such other and further action as is provided in Article IV, Section 3 of these By-Laws.

Section 9. Powers:

The Executive Committee shall have power to act for the Corporation in all matters, except those which are specifically reserved to the members by the Certificate of Incorporation, by these By-Laws or by the laws of the State of Connecticut. The Executive committee may by general resolution delegate to committees of their own number or to officers of the Corporation such powers as they may deem fit. The Executive Committee may establish and appoint such temporary or standing committees as they deem necessary or desirable in furtherance of the purposes of the Corporation.

Section 10. Action in Absence of Meeting:

If all of the members of the Executive Committee severally or collectively consent in writing to any contract, transaction or other action taken or to be taken by the Corporation, such contract, transaction or other action shall be as valid corporate action as though it had been authorized at a duly convened meeting of the Executive Committee. The Secretary of the Corporation shall file such consents with the minutes of the meetings of the Executive Committee.

Section 11. Conflict of Interest:

The Executive Committee shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any officer or member of a committee with board-delegated powers. No member of Cedarhurst Association shall be disqualified from holding office by reason of any "interest" provided that the "interest" of such member is fully disclosed to the Executive Committee. The Executive Committee shall by vote

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determine whether there is a conflict of interest, or an appearance of a conflict of interest, without the vote of the board member involved. If the Board determines there is a conflict of interest, the interested member shall be excluded from voting on any matter where such conflict of interest has been established. The Board may also exclude the member from any deliberations relating to the matters giving rise to such conflict of interest. If the Board determines that there is not an actual conflict of interest, but there may be the appearance of a conflict of interest, the Board will determine whether the member may participate in deliberations or voting or both.

ARTICLE V OFFICERS

Section 1. Officers:

The officers of the Corporation shall consist of a President, Vice-President, Treasurer, Secretary, Assistant Secretary, and such other officers with such powers and duties not inconsistent with these By-Laws as may be appointed and determined by the Executive Committee. Any two offices, except those of President and Vice-President and President and Secretary, may be held by the same person. Said officers may be members or spouse or adult child of members and shall be elected by a majority vote of the members entitled to vote present at the annual meeting of the Corporation.

Section 2. President:

The President shall be chairman of the Executive Committee, shall preside at all meetings of the Corporation, and shall appoint a nominating committee of no less than three members, one of which is not currently serving of the Board, and such other committees as may be established by the Executive Committee. The President shall have and exercise general charge and supervision of affairs of the Corporation and shall do and perform such other duties as may be assigned to him by the Executive Committee.

Section 3. Vice-President:

At the request of the President, or in the event of his absence or disability, the Vice-President shall perform the duties and possess and exercise the powers of the President; and shall have such other powers as the Executive Committee may determine.

Section 4. Secretary:

The Secretary shall have custody of the minute books of the Corporation and shall have charge of such other books, documents and papers as the Executive Committee may determine. The Secretary shall attend and keep the minutes of all meetings of the Executive Committee and the members of the Corporation. The Secretary shall keep a record containing the name, alphabetically arranged, of all persons who are members of the Corporation, showing their places of residence, and such books shall be open for inspection as may be prescribed by law. The Secretary shall, in general, perform all the duties incident to the office of Secretary, subject to the control of the Executive Committee.

Section 5. Treasurer:

1. A Treasurer will be elected by the general membership on an annual basis. In the event of a delay in the vote for the position the existing Treasurer will remain in that role.

2. The Board (not the treasurer) will engage the services of an independent accountant. The independent accountant will file the association's tax return and will be asked to submit an

annual report to the President of the Association with a copy to the Treasurer.

3. The Treasurer will provide Cash Flow Reports during Board meetings and an Annual Report at the end of the fiscal year at the General meeting. At the same time the annual treasurer report is submitted he/she will provide the Board with 1) a copy of all prior bank statements since the last treasurer report for all accounts, 2) a receipts by member report and 2) an expense by check report.

4. The Treasurer shall either save or scan all Association bills/invoices that are paid.

5. In order for a member to receive reimbursement, the expense must be approved by at least two Board members and the member must provide receipts and documentation of the date of the expense, member being reimbursed, who approved the expense and reason for the expense.

6. Any expense exceeding above and beyond the annual approved budget must be approved by a majority of the executive committee prior to encumbering the corporation.

7. The Board shall appoint a Finance Committee.

8. The Finance Committee shall submit an annual budget.

9. The Treasurer shall request a minimum of two quotes for all expenditures in excess of \$350, unless the majority of the Board waives this policy on a case by case basis.

10. An Audit Committee shall be appointed at the end of the fiscal year to review the Association books. Treasurer shall make available all necessary documentation for this review and Committee shall report to Board their findings.

Section 6. Assistant Secretary:

At the request of the Secretary or in the event of his absence or disability the Assistant Secretary shall perform the duties and possess and exercise the powers of the Secretary; and shall have such other powers and duties as the Executive Committee may determine.

Section 7. Vacancies:

A vacancy shall exist when any officer ceases to be a member or the Corporation, dies or resigns, in which event the majority of the Executive Committee then in office, although less than a quorum may elect an officer to fill such vacancy. The officer so elected shall hold office and serve until the first meeting of the Executive Committee after the annual meeting of members next succeeding and until the election and qualification of his successor.

Section 8. Removal:

Any officer may be removed from office by the affirmative vote of two-thirds of all of the members of the Corporation at any annual or special meeting called for that purpose, for nonfeasance, malfeasance, or misfeasance, for conduct detrimental to the interest of the Corporation, for lack of sympathy with its objects, for refusal to render reasonable assistance in carrying out its purposes, or if he permanently moves from the territory of the Corporation. Any officer proposed to be removed shall be entitled to at least five days' notice in writing by mail of the meeting, at which such removal is to be voted upon, and shall be entitled to appear with counsel and be heard at such meeting.

**ARTICLE VI
DUES AND ASSESSMENTS**

Section 1. Annual Dues:

Annual membership dues shall be fixed by the Executive Committee and assessed against all members of the Corporation.

Section 2. Assessments:

The cost and expenses of the Corporation, including the acquisition and maintenance of the water supply system, roads, docks, beaches moorings and other facilities, improvements, undertakings and activities of the Corporation shall be assessed and apportioned among all of the owners of property, except the Corporation itself, within the limits of the Corporation on the basis of one share of such expense for each separate property owner or group of joint owners. No member shall be required to share the expense of acquisition or maintenance of the water supply system unless it benefits either him or his property.

Section 3. Levy of Assessment:

The executive Committee shall have the power to levy assessments from time to time as the needs of the Corporation require, and all members by requesting that they be enrolled as members and paying their first annual dues specifically assent to, and agree to pay, all such assessments as may thereafter be levied by the Executive Committee. Whenever a title holder of record within the territory of the Corporation is not a member, but there are persons who are special members through designation by said title holder of record, or by virtue of their interest in the same property, all assessments which would have been levied against such record title holder were they a member, shall be levied against said special members, who shall be fully liable as though they were record title holders.

Section 4. Notice and Collection:

The Treasurer shall give written notice of all dues and assessments to the members liable therefore at least 15 days before the date fixed by the Executive Committee for payment. The Treasurer shall thereafter proceed to collect the amounts due from the various members, and may use all lawful means to enforce the payment of all dues and assessments. Members who fail to make payment in full of dues and assessments within the period fixed by the Executive Committee for payment shall be subject to such fines and penalties as the Executive Committee may determine, and liable for the costs of collection including reasonable attorneys' fees.

Section 5. Expulsion for Nonpayment:

Upon the failure of a member to pay annual dues and/or assessments for two consecutive years, the Executive Committee may in its discretion terminate his membership. Such action of the Executive Committee shall be taken at a meeting duly called and held and the Member proposed for expulsion shall be given fifteen (15) days prior written notice of such meeting and proposed expulsion, during which he may make payment of all delinquent amounts. Such member shall be entitled to appear at the meeting to explain their nonpayment of dues and/or assessments and to oppose their expulsion.

**ARTICLE VII
REGULATIONS AND PENALTIES**

Section 1. Regulations:

The Executive Committee may adopt rules and regulations governing the use of water, roads, land, docks, beach areas, mooring and boating facilities, and may make whatever provisions they deem necessary for the enforcement thereof.

Section 2. Fines and penalties:

The Executive Committee may prescribe fines and other reasonable penalties for nonpayment of dues and assessments, and for violation of any regulation adopted by the Corporation, and may enforce payment thereof by the lawful means. Such fine or penalty, however, shall not exceed the current annual dues.

**ARTICLE VIII
PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS**

No member, officer, Executive Committee member or person connected with the Corporation or having any personal or private interest directly or indirectly, in the activities, affairs, assets or property of the Corporation, shall receive at any time any of the net earnings or pecuniary profit from the operation of the Corporation, provided that this shall not prevent the payment to any such person of such reasonable compensation for services actually rendered to or for the corporation in effecting any of its purposes as shall be fixed by the Executive Committee.

**ARTICLE IX
AMMENDMENTS**

The By-Laws of the Corporation may be altered, amended or repealed at any meeting of the members of the Corporation by a majority vote of all the members entitled to vote, whether or not present at such meeting provided that a statement of such proposed alteration, amendment or repeal has been included in the notice of the meeting.

**ARTICLE X
USE OF FACILITIES**

Use of the properties and facilities of the Corporation, including any beach areas, moorings, floats, launching ramps and other recreational facilities shall be limited to members of the Corporation, their immediate family and guests. No guest will be permitted to use such properties or facilities unless accompanied by a member. Because said facilities are maintained solely for the use and enjoyment of such members and their immediate families, they will not be available for organizations, clubs, large groups of non-members or other similar forms of overuse. The Executive Committee, acting in accordance with the power conferred in these By-Laws to adopt rules and regulations, may at any time and on any day limit the number of persons using such facilities of the Corporation whenever crowded conditions pose a possible threat to the health, welfare and enjoyment of such facilities by the members of the Corporation.

**ARTICLE XI
FLOATS AND FINGER FLOATS**

All floats and finger floats shall be owned, maintained and managed by the Cedarhurst Association. Maintenance shall be provided by the Association to assure structural safety and a uniform appearance. Rental fees assessed will be dependent on the degree of upkeep.

Cedarhurst Association
By-Law Revision Date:
September 2015

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-19

Please provide a copy of Cedarhurst's operation and maintenance plan, asset management plan, emergency plan, and any other water supply plan Cedarhurst may have to assure the proper operation and maintenance of the Cedarhurst Water System.

No such plans exist.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

DPH-20

Describe any discussions Cedarhurst has had with a water company regarding a potential acquisition, including the substance of such discussions. Please also provide any documents relating to such discussions, including any correspondence or meeting minutes at which the board of Cedarhurst discussed such acquisition or acquisitions

CHA then water chairman Dave Harlow met informally with Aquarion on August 27, 2014. Please contact Aquarion for their response. There are no documents or meeting minutes. Aquarion indicated they had no interest in acquiring the Cedarhurst Association water company.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-1

(CAPITAL SPENDING) Provide Cedarhurst's annual capital spending for the last 5 years, including a description of additions/improvements made.

The only capital spending over the last five years has been the installation of (2) manhole access points on Algonquin Trail for a cost of \$1448.63.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-2

(FINANCIAL) Discuss any Company promissory notes or other documents for outstanding short-and long-term debts and/or non-equity obligations.

There are no promissory notes or other documents for outstanding short-and long-term debts and/or non-equity obligations.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-3

(FINANCIAL) Does Cedarhurst have a line of credit available for water system improvements? If so, provide the amount of this line of credit and its financial covenants.

No, Cedarhurst does not have a line of credit available for water system improvements.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-4

(FINANCIAL) Provide Cedarhurst's financial statements for the current year and preceding five years, including the income statement, balance sheet, statement of cash flow, and bank statements. In addition, provide such financials by water and non-water activities.

Year	Water Income	Water Expense
2010	\$3600	\$3010
2011	\$3600	\$2367
2012	\$3600	\$2592
2013	\$3200	\$2721
2014	\$3000	\$3190
2015	\$3400	\$3267.19

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-5

(FINANCIAL) Provide detail on Cedarhurst's operation and maintenance ("O&M") expenses and any financial support for these expenses.

Inserted below is a listing of all water related operation and maintenance expenses from 2011 to the present.



Water Expenses v3.xlsx

CEDARHURST WATER EXPENSES BETWEEN 2/17/11 - 2/23/15

Vendor	Date	Amt	Ck #	Description
CL&P	2/17/11	\$ 38.77		1000
CL&P	3/17/11	\$ 38.77		1001
CL&P	4/15/11	\$ 38.89		1005
CL&P	5/19/11	\$ 43.35		1010
Aqua Environmental	5/19/11	\$ 80.00		1011
CL&P	6/16/11	\$ 43.35		1013
Aqua Environmental	7/12/11	\$ 325.00		1020
CL&P	7/20/11	\$ 46.49		1021
Aqua Environmental	7/20/11	\$ 170.00		1023
CL&P	8/15/11	\$ 49.58		1027

Fiscal Year 9/1/2011 - 8/31/2012

Treasurer Report

CL&P	9/16/11	\$ 48.66		1030
CL&P	10/14/11	\$ 47.22		1035
Aqua Environmental	10/14/11	\$ 60.00		1036
CL&P	11/14/11	\$ 43.32		1037
Aqua Environmental	11/14/11	\$ 60.00		1038
CL&P	12/16/11	\$ 49.82		1041
Aqua Environmental	12/16/11	\$ 150.00		1042
CL&P	1/16/12	\$ 39.81		1044
Professional Water Systems	1/16/12	\$ 132.94		1045
Professional Water Systems	1/31/12	\$ 127.62		1047
CL&P	2/26/12	\$ 38.85		1048
CL&P	3/17/12	\$ 39.13		1049
Newtown Hardware	3/20/12	\$ 62.20		1050
CL&P	4/10/12	\$ 38.98		1053
Dave Harlow	5/7/12	\$ 288.98		1058
Dave Harlow	5/7/12	\$ 78.07		1059
CL&P	5/20/12	\$ 42.69		1061
Aqua Environmental	5/29/12	\$ 455.00		1062
CL&P	6/18/12	\$ 51.78		1064
Dave Harlow	7/2/12	\$ 129.96		1069
CL&P	7/14/12	\$ 13.17		1071
Dan Sheets	7/21/12	\$ 108.14		1072
Dan Sheets	7/21/12	\$ 16.50		1073
Aqua Environmental	7/25/12	\$ 400.00		1075
CL&P	8/16/12	\$ 69.88		1076
		<u>\$ 2,592.72</u>		

2592.72

Fiscal Year 9/1/2012 - 8/31/2013

Dave Harlow	9/13/12	\$ 52.70		1089 Water System Parts
CL&P	9/20/12	\$ 45.72		1090
Aqua Environmental	9/20/12	\$ 60.00		1092
Aqua Environmental	10/7/12	\$ 290.00		1096
CL&P	10/7/12	\$ 45.81		1097
Flowcheck LLC	10/7/12	\$ 350.00		1095 Cross Inspection

Aqua Environmental	11/5/12	\$ 485.00	1101
Ken Burns Electrical	11/13/12	\$ 398.81	1105
CL&P	11/13/12	\$ 43.31	1104
Aqua Environmental	12/10/12	\$ 50.00	1106
CL&P	12/12/12	\$ 43.91	1107
CL&P	1/14/13	\$ 44.40	1108
Professional Water Systems	2/11/13	\$ 127.62	1111
CL&P	2/12/13	\$ 38.72	1112
CL&P	3/11/13	\$ 38.73	1113
CL&P	4/14/13	\$ 38.61	1115
CL&P	5/8/13	\$ 40.36	1117
CL&P	6/15/13	\$ 42.01	1122
Aqua Environmental	6/15/13	\$ 80.00	1123
Aqua Environmental	7/7/13	\$ 250.00	1131
CL&P	7/7/13	\$ 45.29	1132
CL&P	8/12/13	\$ 50.33	1139
Aqua Environmental	8/12/13	\$ 60.00	1140
		<u>\$ 2,721.33</u>	
			2721.33

Fiscal Year 9/1/2013 - 8/31/2014

CL&P	9/3/13	\$ 43.66	1147
Aqua Environmental	9/10/13	\$ 650.00	1150
CL&P	10/14/13	\$ 43.45	1152
CL&P	11/13/13	\$ 43.33	1156
Aqua Environmental	11/13/13	\$ 60.00	1157
CL&P	12/12/13	\$ 42.58	1160
CL&P	1/15/14	\$ 39.69	1161
CL&P	2/10/14	\$ 39.11	1163
Professional Water Systems	3/6/14	\$ 127.62	1166
CL&P	3/11/14	\$ 38.75	1167
CL&P	4/16/14	\$ 38.63	1169
CL&P	5/3/14	\$ 39.26	1173
Dave Harlow	5/6/14	\$ 15.73	1174 Water System Parts
Eastern Water Solutions	6/5/14	\$ 1,448.63	1176
CL&P	6/16/14	\$ 41.90	1178
Aqua Environmental	6/16/14	\$ 80.00	1179
Aqua Environmental	7/15/14	\$ 250.00	1180
CL&P	7/15/14	\$ 43.93	1181
CL&P	8/12/14	\$ 44.50	1184
Aqua Environmental	8/14/14	\$ 60.00	1185
		<u>\$ 3,190.77</u>	
			3190.77

Current Fiscal Year 9/1/2014 - 8/31/2015

CL&P	9/18/14	\$ 43.09	1193
CL&P	10/3/14	\$ 44.40	1197
Aqua Environmental	10/22/14	\$ 60.00	1200
CL&P	11/1/14	\$ 51.12	1203
Aqua Environmental	11/20/14	\$ 120.00	1206
CL&P	12/10/14	\$ 41.79	1211
CL&P	1/12/15	\$ 39.55	1217
CL&P	2/23/15	\$ 50.59	1221
Eastern Water	Mar-15	\$ 2,816.65	
			\$ 3,267.19

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-6

(LAND) Indicate if there is any Company land held that is not held for water company use. If so, provide the land's dimensions and location and any appraisals that may have been done on this land.

Yes, Cedarhurst Association owns the roads in our private association, plus several small parcels of reserve area as well as a beach. These are not part of the water company however. All of these areas are owned by all members and not for water company use. None of these properties are adjacent to, or on the same road as the well and pump house property. There are no appraisals as to the best of our knowledge. Listed below is information from the Tax Assessors office.

Address	Dimensions	Appraised Value
Cedarhurst Trail	Roads	\$58,950
40 Mohawk Trail	.02 acres	\$160
56 Mohawk Trail	.08 acres	\$640
67 Algonquin Trail	.06 acres	\$480

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-7

(LEGAL) Report on any Company outstanding litigations, including contract disputes.

Cedarhurst has no outstanding litigations or contract disputes.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-8

(RECEIVABLES) Provide an aging of Cedarhurst's accounts receivable as well as customer receivables written off in last five years.

Cedarhurst has no Accounts Receivables, nor have we written off any receivables in the last 5 years.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-9

(SALARIES) Provide amounts paid by Cedarhurst in salaries/services other than to the certified operator. Explain the associated duties provided.

Cedarhurst paid Aqua Environmental Lab of Newtown for paid testing and reporting services at an approximate average annual cost of \$1,000 per year until this year. We were unable to pay that cost this year so The Town of Newtown has assisted by doing the water testing and paying for that cost so we can remain in compliance.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-10

(SALARJES) Provide current compensation agreements with key officers or directors of Cedarhurst.

Cedarhurst is a volunteer neighborhood association. None of the officers or directors are paid.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-11

(SALARIES) Provide Cedarhurst's wage reports or withholding tax returns filed for the past five years.

Cedarhurst is a volunteer neighborhood association. Cedarhurst does not have any paid employees.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-12

(TAXES) Provide Cedarhurst' s federal income tax returns filed for the past five years.

Attached are Cedarhurst Association's tax returns for the last four years. The current treasurer does not have access to any tax returns prior to that. These tax returns are for the neighborhood association in its entirety, not just the water company.



2010 Corp Taxes.docx



2011 Corp Tax Form 1120 H.docx 2012 Corp Tax Form 1120 H.docx 2013 Corp Tax Form 1120 H.docx

For Your Records

Form 1120-H

U.S. Income Tax Return for Homeowners Associations

OMB No. 1545-0127

2013

Department of the Treasury Internal Revenue Service

Information about Form 1120-H and its separate instructions is at www.irs.gov/form1120h.

For calendar year 2013 or tax year beginning Sept 1, 2013, and ending Aug 31, 2014

Name: CEDARHURST ASSOCIATION INC. Employer identification number: 06-1630533
Address: P.O. BOX 388, SANDY HOOK CT 06482
Date association formed: SEPT. 1, 2010

Check if: (1) Final return (2) Name change (3) Address change (4) Amended return

A Check type of homeowners association: [] Condominium management association [X] Residential real estate association [] Timeshare association

Table with 2 columns: Description and Amount. Rows B-E showing exempt function income, expenditures, and interest received.

Gross Income (excluding exempt function income)

Table with 2 columns: Description and Amount. Rows 1-8 showing Dividends, Taxable interest, Gross rents, Gross royalties, Capital gain net income, Net gain or loss, Other income, and Gross income.

Deductions (directly connected to the production of gross income, excluding exempt function income)

Table with 2 columns: Description and Amount. Rows 9-18 showing Salaries and wages, Repairs and maintenance, Rents, Taxes and licenses, Interest, Depreciation, Other deductions, Total deductions, Taxable income before specific deduction, and Specific deduction of \$100.

Tax and Payments

Table with 2 columns: Description and Amount. Rows 19-26 showing Taxable income, 30% of line 19, Tax credits, Total tax, 2012 overpayment, 2013 estimated tax payments, Tax deposited, Credit for tax paid, Credit for federal tax, Amount owed, Overpayment, and Refunded tax.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of officer, Date, Title. May the IRS discuss this return with the preparer shown below (see instructions)? [X] Yes [] No

Paid Preparer Use Only section including Print/Type preparer's name (FRANK RAGO), Preparer's signature, Date, Check if self-employed, PTIN (PO1408439), Firm's name (FRANK V RAGO ACCOUNTANT LLC), Firm's EIN (35-2220140), and Firm's address (97 GAY BOWER ROAD MONROE CT 06468).

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 11477H

Form 1120-H (2013)

FILE COPY

For your Records OMB No. 1545-0127

2012

Form 1120-H

U.S. Income Tax Return for Homeowners Associations

Department of the Treasury Internal Revenue Service

Information about Form 1120-H and its separate instructions is at www.irs.gov/form1120h.

For calendar year 2012 or tax year beginning Sept 1, 2012, and ending Aug 31, 2013

Name: Cedarhurst Association Inc, Employer identification number: 06-1630533, Date association formed: 9/1/10, Address: P.O. Box 388, Sandy Hook CT 06488

Check if: (1) Final return, (2) Name change, (3) Address change, (4) Amended return

Table with 5 rows (A-E) for association type and income/expenditure categories. B: 13,105, D: 12,258

Gross Income table with 8 rows. 7: 215, 8: 215

Deductions table with 18 rows. 16: 1534, 17: 1319, 18: \$100.00

Tax and Payments table with 19-26 rows. 19: 1419, 26: -0-

Sign Here: Under penalties of perjury, I declare that I have examined this return... Signature of officer: FRANK RAGO, Date: 11/1/14

Paid Preparer Use Only: Print/Type preparer's name: FRANK RAGO, Preparer's signature, Date: 11/1/14, Firm's name: FRANK RAGO Accountant LLC, Firm's address: 97 Gay Bower Road, Norwich CT 06468

Form **1120-H**

**U.S. Income Tax Return
for Homeowners Associations**

OMB No. 1545-0127

Department of the Treasury
Internal Revenue Service

2011

▶ See separate instructions.

For calendar year 2011 or tax year beginning **SEPT 1**, 2011, and ending **AUG 31**, 20**11**

TYPE OR PRINT	Name CEDARHURST ASSOCIATION INC	Employer identification number 06-1630533
	Number, street, and room or suite no. If a P.O. box, see instructions. P O BOX 388	Date association formed 09/01/10
	City or town, state, and ZIP code SANDY HOOK CT 06482	

Check if: (1) Final return (2) Name change (3) Address change (4) Amended return

A Check type of homeowners association: Condominium management association Residential real estate association Timeshare association

B Total exempt function income. Must meet 60% gross income test (see instructions)	B	15164
C Total expenditures made for purposes described in 90% expenditure test (see instructions)	C	
D Association's total expenditures for the tax year (see instructions)	D	10862
E Tax-exempt interest received or accrued during the tax year	E	

Gross Income (excluding exempt function income)

1	Dividends	1	
2	Taxable interest	2	
3	Gross rents	3	
4	Gross royalties	4	
5	Capital gain net income (attach Schedule D (Form 1120))	5	
6	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6	
7	Other income (excluding exempt function income) (attach schedule)	7	
8	Gross income (excluding exempt function income). Add lines 1 through 7	8	

Deductions (directly connected to the production of gross income, excluding exempt function income)

9	Salaries and wages	9	
10	Repairs and maintenance	10	
11	Rents	11	
12	Taxes and licenses	12	
13	Interest	13	
14	Depreciation (attach Form 4562)	14	
15	Other deductions (attach schedule)	15	
16	Total deductions. Add lines 9 through 15	16	
17	Taxable income before specific deduction of \$100. Subtract line 16 from line 8	17	
18	Specific deduction of \$100	18	\$100 00

Tax and Payments

19	Taxable income. Subtract line 18 from line 17	19	
20	Enter 30% of line 19. (Timeshare associations, enter 32% of line 19.)	20	
21	Tax credits (see instructions)	21	
22	Total tax. Subtract line 21 from line 20. See instructions for recapture of certain credits	22	
23	a 2010 overpayment credited to 2011 23a		
	b 2011 estimated tax payments 23b		
	c Total ▶ 23c		
	d Tax deposited with Form 7004 23d		
	e Credit for tax paid on undistributed capital gains (attach Form 2439) 23e		
	f Credit for federal tax paid on fuels (attach Form 4136) 23f		
	g Add lines 23c through 23f 23g		
24	Amount owed. Subtract line 23g from line 22 (see instructions)	24	
25	Overpayment. Subtract line 22 from line 23g	25	
26	Enter amount of line 25 you want: Credited to 2012 estimated tax ▶ Refunded ▶	26	

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: _____ Date: _____ Title: _____

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Paid Preparer Use Only	Print/Type preparer's name FRANK RAGO	Preparer's signature <i>Frank Rago</i>	Date 4/15/13	Check <input checked="" type="checkbox"/> if self-employed	PTIN 11847
	Firm's name ▶ FRANK RAGO ACCOUNTANT LLC			Firm's EIN ▶ 35-2220140	
	Firm's address ▶ 97 GAY BOWER ROAD MONROE CT 06468			Phone no.	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 11477H

Form **1120-H** (2011)

Department of Revenue Services
State of Connecticut
(Rev. 12/10)

Form CT-1120 Corporation Business Tax Return

2010

Enter Income Year Beginning 2010, and Ending 2010

Total assets <u>21,817</u>	00	Corporation name <u>Cedarhurst Association Inc</u>	Federal Employer ID Number (FEIN) <u>06-1630533</u>
Amount from federal Form 1120, Line 11: See Schedule C, Line 1b below. <u>0</u>	00	Number and street <u>P.O. Box 388</u>	PO Box
NAICS code: See instructions. <u>53</u>		City or town <u>Sandy Hook</u>	State <u>CT</u>
		ZIP code <u>06487</u>	CT Tax Registration Number <u>- 20</u>

Check and Complete All Applicable Boxes

Visit www.ct.gov/TSC to file and pay this return electronically.



- Address change
- Return status: Initial Final Short period
- If this is a final return, has the corporation: Dissolved Withdrawn
 Merged/reorganized: Enter survivor's CT Tax Registration Number: _____
- Federal return was filed on: 1120 1120-H 1120-REIT 1120-RIC Other: _____
 Consolidated basis: Parent co. name _____ Parent co. FEIN _____
- Is this corporation exchanging R & D tax credits? Yes (Attach Form CT-1120 XCH.) No
- Was this company included in a CT combined or unitary business tax return for the previous year? Yes No
If this is the first year electing or revoking combined or unitary status, attach Form CT-1120CC or Form CT-1120CC-R.
- Is this company included in a CT combined or unitary business tax return for this year?
 Yes (Attach Form CT-1120CR or Form CT-1120U.) No
- Is the principal place of business located in CT? Yes No
If No, enter state where principal place of business is located _____ State of incorporation CT
Date of organization 9/1/10 Date qualified in CT 9/1/10 Date business began in CT 9/1/10
- Is this corporation exempt from CT corporation business tax? Yes (Attach explanation of exemption including statutory cite.) No
- Did this corporation use the annualized method to calculate its estimated tax installments? Yes (Attach Form CT-1120I.) No
- Does this corporation pay, accrue, or incur interest expenses or intangible expenses, costs, and related interest expenses to a related member? Yes (Attach Form CT-1120AB.) No
- Is this corporation filing Form CT-1120 PIC? Yes (Attach Form CT-1120 PIC.) No

Attach a Complete Copy of Form 1120 including All Schedules as Filed With the Internal Revenue Service.
Complete Schedule C after completing all other schedules.

Schedule C - Computation of Amount Payable (Minimum Tax \$250)			
1a. Tax: Greater of Schedule A, Line 6; Schedule E, Line 6; or \$250	1a	<u>250</u>	00
1b. Surtax: Line 1a multiplied by 10%. If federal Form 1120, Line 11 is less than \$100,000,000 or Line 1a is \$250 enter "0."	1b	<u>-</u>	00
1c. Recapture of tax credits: See instructions.	1c	<u>-</u>	00
1. Total tax: Enter the total of Lines 1a through Line 1c. If no tax credits claimed, enter also on Line 6.	1	<u>250</u>	00
2. Multiply Line 1 by 30% (0.30).	2		00
3. Enter the greater of Line 2 or \$250.	3	<u>250</u>	00
4. Tax credit limitation: Subtract Line 3 from Line 1.	4		00
5. Tax credits from Form CT-1120K, Part II, Line 11. Do not exceed amount on Line 4.	5		00
6. Balance of tax payable: Subtract Line 5 from Line 1.	6	<u>250</u>	00
7a. Paid with application for extension from Form CT-1120 EXT	7a		00
7b. Paid with estimates from Forms CT-1120 ESA, ESB, ESC, & ESD	7b		00
7c. Overpayment from prior year	7c		00
7. Tax payments: Enter the total of Lines 7a, 7b, and 7c.	7		00
8. Balance of tax due (overpaid): Subtract Line 7 from Line 6.	8	<u>250</u>	00
9a. Penalty	9a	<u>50</u>	00
9b. Interest	9b	<u>10</u>	00
9c. CT-1120I Interest	9c		00
9. Total penalty and interest: Enter the total of Lines 9a, 9b, and Line 9c.	9	<u>60</u>	00
10a. Amount to be credited to 2011 estimated tax	10a		00
10b. Amount to be refunded	10b		00
10. Total to be credited or refunded: Enter the total of Line 10a and Line 10b.	10		00
11. Balance due with this return: Add Line 8 and Line 9.	11	<u>310</u>	00

Schedule A - Computation of Tax on Net Income			
1. Net income: Enter amount from Schedule D, Line 22. If 100% Connecticut, enter also on Line 3. ▶	1	-147	00
2. Apportionment fraction: Carry to six places. See instructions. ▶	2	0.	
3. Connecticut net income: Multiply Line 1 by Line 2. ▶	3	-147	00
4. Operating loss carryover from Form CT-1120 ATT, Schedule H, Line 14, Column D ▶	4		00
5. Income subject to tax: Subtract Line 4 from Line 3. ▶	5		00
6. Tax: Multiply Line 5 by 7.5% (.075). ▶	6		00

Schedule B - Computation of Minimum Tax on Capital			
1. Minimum tax base from Schedule E, Line 6, Column C. If 100% Connecticut, enter also on Line 3. ▶	1		00
2. Apportionment fraction: Carry to six places. See instructions. ▶	2	0.	
3. Multiply Line 1 by Line 2. ▶	3		00
4. Number of months covered by this return ▶	4		
5. Multiply Line 3 by Line 4, divide the result by 12. ▶	5		00
6. Tax (3 and 1/10 mills per dollar): Multiply Line 5 by .0031. Maximum tax for Schedule B is \$1,000,000. ▶	6		00

Schedule D - Computation of Net Income			
1. Federal taxable income (loss) before net operating loss and special deductions ▶	1		00
2. Interest income wholly exempt from federal tax ▶	2		00
3. Unallowable deduction for corporation tax from Schedule F, Line 8 ▶	3		00
4. Interest expenses paid to a related member from Form CT-1120AB, Part I A, Line 1 ▶	4		00
5. Intangible expenses and costs paid to a related member from Form CT-1120AB, Part I B, Line 3 ▶	5		00
6. Federal bonus depreciation: See instructions. ▶	6		00
7. Cancellation of debt income deferred on IRC §108(i) election statement ▶	7		00
8. IRC §199 domestic production activities deduction from federal Form 1120, Line 25 ▶	8		00
9. Other: Attach explanation. ▶	9		00
10. Total: Add Lines 1 through 9. ▶	10		00
11. Dividend deduction from Form CT-1120 ATT, Schedule I, Line 5 ▶	11		00
12. Capital loss carryover (if not deducted in computing federal capital gain) ▶	12		00
13. Capital gain from sale of preserved land ▶	13		00
14. Federal bonus depreciation recovery from Form CT-1120 ATT, Schedule J, Line 11 ▶	14		00
15. Exceptions to interest add back from Form CT-1120AB, Part II A, Line 1 ▶	15		00
16. Exceptions to interest add back from Form CT-1120AB, Part II A, Line 2 ▶	16		00
17. Exceptions to interest add back from Form CT-1120AB, Part II A, Line 3 ▶	17		00
18. Exceptions to add back of intangible expenses paid to a related member from Form CT-1120AB, Part II B, Line 1 ▶	18		00
19. Reserved for future use ▶	19		
20. Other: See instructions. ▶	20		00
21. Total: Add Lines 11 through 20. ▶	21		00
22. Net income: Subtract Line 21 from Line 10. Enter here and on Schedule A, Line 1. ▶	22		00

Schedule E - Computation of Minimum Tax Base				
See instructions.				
	Column A	Column B	Column C	
	Beginning of Year	End of Year		
1. Capital stock from federal Schedule L, Line 22a and Line 22b	00	00	(Column A plus Column B) Divided by 2	
2. Surplus and undivided profits from federal Schedule L, Lines 23, 24, and 25.....	00	00		
3. Surplus reserves: Attach schedule.	00	00		
4. Total: Add Lines 1, 2, and 3. Enter average in Column C.	00	00		
5. Holdings of stock of private corporations: Attach schedule. Enter average in Column C.	00	00		00
6. Balance: Subtract Line 5, Column C, from Line 4, Column C. Enter here and on Schedule B, Line 1.				00

12

Schedule F - Taxes	Column A	Column B
1. Payroll.....	00	
2. Real property.....	00	
3. Personal property.....	00	
4. Sales and use.....	00	
5. Other: See instructions.....	00	
6. Connecticut corporation business tax deducted in the computation of federal taxable income.....		00
7. Tax on or measured by income or profits imposed by other states or political subdivisions deducted in the computation of federal taxable income: Attach schedule.....		00
8. Total unallowable deduction for corporation business tax purposes: Add Line 6 and Line 7, Column B. Enter here and on Schedule D, Line 3.....		00

Schedule G - Additional Required Information - Attach a schedule of corporate officers' names, titles, and addresses. See instructions.

1. In which CT town(s) does the corporation own or lease, as lessee, real or tangible personal property, or perform services?
SADDY HAVIL

2. (a) Did this corporation directly or indirectly transfer a controlling interest in an entity owning CT real property? Yes No
 If Yes, enter: Entity name Federal Employer ID Number

(b) Was there a direct or indirect transfer of a controlling interest in your company owning CT real property? Yes No
 If Yes, enter: Transferor name Federal Employer ID Number

(c) If the answer to either 2(a) or 2(b) is Yes, enter: Transferee(s) name _____
 Date of transfer _____, and attach a list of addresses for all Connecticut realty property transferred.

3. Did any corporation at any time during the year own a majority of the voting stock of this corporation? Yes No
 If Yes, enter: Corporation name _____ Federal Employer ID Number _____

4. Last taxable year this corporation was audited by the Internal Revenue Service _____
 Were adjustments reported to CT? Yes No (If No, attach explanation.) N/A.

Declaration: I declare under penalty of law that I have examined this return (including any accompanying schedules and statements) and, to the best of my knowledge and belief, it is true, complete, and correct. I understand the penalty for willfully delivering a false return or document to the Department of Revenue Services (DRS) is a fine of not more than \$5,000, imprisonment for not more than five years, or both. The declaration of a paid preparer other than the taxpayer is based on all information of which the preparer has any knowledge.

Sign Here	Corporate officer's name (print) <u>Jenne Pelikas</u>	Date <u>12/5/11</u>
	Corporate officer's signature _____	Telephone number () _____
Keep a copy of this return for your records.	Title <u>Treas</u>	May DRS contact the preparer shown below about this return? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See instructions, Page 18.
	Paid preparer's name (print) <u>FRANK RAY</u>	Date _____
	Paid preparer's signature _____	Preparer's SSN or PTIN _____
	Firm's name and address <u>97 Gay Bower Rd Monroe CT</u>	FEIN <u>06-1447784</u> Telephone number () _____
Mail paper return with payment to: Department of Revenue Services State of Connecticut PO Box 2974 Hartford CT 06104-2974	Mail paper return without payment to: Department of Revenue Services State of Connecticut PO Box 150406 Hartford CT 06115-0406	Make check payable to: Commissioner of Revenue Services Attach check to return with paper clip. Do not staple.

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Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-13

(WATER SYSTEM) Decision dated February 26, 2015 in Docket No. 14-11-05, PURA and DPH Joint Review of Cedarhurst Association, Inc. Request to Review Economic Viability, FT Harlow, Letter dated September 31, 2014, p. I. Explain why the season ending mid- November 2014 is the last season that Cedarhurst will be able to properly maintain its water system with volunteer help. Cite specific reasons and financial and other barriers experienced by Cedarhurst. Indicate who the volunteer help was and how they were able to maintain the system.

Various volunteer members of Cedarhurst Association, along with the paid support of Professional Water Systems and Aqua Environmental Lab. maintained the system. The increasing demands of the state of reporting and maintaining a water company make it no longer possible for volunteers to manage and Cedarhurst has no money to continue operations. We are doing our best to hang on until the water company can be turned over to a public water company qualified to serve our residents, but any unexpected costs will mean we will have to cease operations at this point.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-14

(WATER SYSTEM) Decision dated February 26, 2015 in Docket No. 14-11-05, PURA and DPH Joint Review of Cedarhurst Association, Inc. Request to Review Economic Viability, PFT Harlow, Letter dated September 31, 2014, p. I. When did Cedarhurst meet with the Aquarion Water Company ("Aquarion")? Provide the specific reasons, if any, stated by Aquarion as to why it has no interest in voluntarily taking over the Cedarhurst system.

CHA met with Aquarion on August 27, 2014. Please contact Aquarion for their response. They did not share their reasoning with anyone on the executive board that we are aware of.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

FI-15

(WATER SYSTEM) Does Cedarhurst have any water system assets located on private property? If so, indicate the nature of the assets and the location of the property.

No, all Cedarhurst water system assets are located on Cedarhurst owned property.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-1

(RATES) Provide copies of Cedarhurst's tariffs, miscellaneous fees and its rules and regulations for the last five years.

Cedarhurst does not have any tariffs, miscellaneous fees or rules and regulations related to our water system to the best of our knowledge.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-2

(RATES) Separately provide the total number of Company residential and commercial/industrial customers. Separately provide the total number of metered and unmetered customers. If there are no metered customers, explain why not.

The most recent number of subscribers is seventeen. All are residential. None are metered. The reason is that the Association found it unnecessary because we don't charge for usage. Map of current water users is attached.



Water users May 5,
2015.xlsx

Cedarhurst Address	Owner Last Name	Owner First Name	Owner Email	Comments
79 Algonquin Trail	Brant	Jim	wenbrant@snet.net	
34 Algonquin Trail	Cunningham	Mel	nescerbo@gmail.com	
42 Mohawk Trail	Damberg	Gretchen	damberg_burger@yahoo.com	There is a renter, don't know the name
1 Algonquin Trail	Darcy	Dennis	dennis@theddcg.com	this home is empty for the moment
73 Algonquin Trail	Dobrydnio	Rena	renapeter1998@yahoo.com	
37 Algonquin Trail	Gnecco	Jimmy	darlingcreepps@aol.com	this guy is rarely here
8 Mohawk Trail	Harlow	Dave	dc1harlow@aol.com	
81 Algonquin Trail	Juall	Don	djuall@fitlinxx.com	
63 Algonquin Trail	Keating	Ken		
61 Algonquin Trail	Kieffer	Jill	jill.kieffer@pepsico.com	
65 Algonquin Trail	Mather	Brooks	BrooksMather@yahoo.com	this is the house with the water tank in the basement
11 Mohawk Trail	Morris	Jamie	jbm111@charter.net	
75 Algonquin Trail	Raymond	Garry	raymog@comcast.net	
28 Algonquin Trail	Rowe	Carol	carolrowe1@att.net	
25 Spring Trail	Velke	Matthew		this house isnt livable
15 Algonquin Trail	Washburn	Jeff	crcwashburn@att.net	uses it for irrigation only
14 Mohawk Trail	Zwerle	Audrey		

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-3

(RATES) Have the rates that have been assessed to Cedarhurst's customers been sufficient to cover the day-to-day operations and maintenance of the water system, such as water treatment and testing, chemicals and electricity? Explain.

Cedarhurst has charged a flat rate of \$200 per subscriber for a number of years. On average the rate has provided roughly a break-even situation until this season when we were unable to cover testing so the Town of Newtown has assisted with that cost in order for us to stay in compliance. The cost of electricity has been born by the general membership of 42 families, only 17 of which are part of the water company.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-4

(RATES) Has Cedarhurst had to assess any surcharges to its water customers for any reason in the past? If yes, state the reason and how that surcharge was allocated or assessed. If not, explain why not.

Cedarhurst has not had to assess any surcharges to its water customers in the past.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-5

(RATES) Explain the process by which the Cedarhurst customers are billed for water service and who is responsible for billing and processing payments.

Cedarhurst water subscribers are billed annually during the first quarter of the calendar year. Payment is required before the water is turned on for the season. The Association Treasurer is responsible for billing and processing payments.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-6

(RATES) Does Cedarhurst have a monetary reserve for any unanticipated repairs or upgrades to the water system? If so, state the amount. If not, explain why not. Explain how the costs for an unanticipated repair would be assessed to Cedarhurst's customers.

Cedarhurst does not have a monetary reserve for any unanticipated repairs or upgrades to the water system. Without any reserves we would not be able to pay for the repairs. If they were of the nature that they repairs could wait until we could notify our residents and collect the full cost of the repair from 100% of those residents up front then we could proceed with the repair. Unanticipated repairs of an emergency nature would result in the end of our ability to provide water for our residents.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

RA-7

(RATES) If water service is provided through an association fee, provide both the association fee and the association annual budget for the last 10 years.

To the best of our knowledge the current water fee of \$200 per residence has been in place for approximately five years. Prior to that it was less and has been raised to the current level, over the years, to cover near term historical experience but there is no formal record of fees prior to 2009. The Association has no formal budget.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-1

(CONTRACT} Does Cedarhurst have an operational contract with any entities to manage, maintain and operate the Cedarhurst water system? Identify the associated cost of managing, maintaining, and operating the water system and any other pertinent cost(s). Provide a copy of the operational contract.

Prior to this season Cedarhurst has not had an operational contract with any entities to manage, maintain and operate the Cedarhurst water system. This year, we signed a contract with Eastern Water Company to become our certified operator and startup our system in the spring and shut it down at the end of the season. The Town of Newtown has assisted this season with paying for our water testing and we have no extra money for any type of repairs or maintenance.



Cedarhurst Association
Eastern Water Co

(203) 264-8183
(203) 262-6727 Fax
www.easternwater.com



CT Lic. W1-115
J1-208952

Certified Operator Annual Contract

Water System: Cedarhurst Homeowners Association

Date: March 31, 2015

PWS ID: CT0970512
Type: Community
Address: Cedarhurst Trail
Newtown, CT 06482

Certified Operator: Matt Cassidy
Company: Eastern Water Solutions
Phone: 203-264-8183

System Contact: Dave Harlow
Phone:

Water Quality Testing: Aqua Environmental
Newtown, CT

Board President: Bruce Lafky
Phone: 203-910-8672

Dear PWS Owner/Agent,

Thank you for allowing Eastern Water Solutions Inc. the opportunity to assist you with meeting the requirements and care placed upon you as the representative of a regulated Public Water System (PWS). We look forward to meeting these requirements as well as facilitate the ongoing sustainability of your public water system. With respect to public health Eastern Water takes great care and sincerity as a company that manages and operates PWS's.

The following agreement is the terms and conditions in choosing Eastern Water Solutions to provide the services here in.

CONTRACT OPERATOR SERVICE AGREEMENT

THIS AGREEMENT ("*the Agreement*") is dated and effective as of **April 1, 2015** by and between **Eastern Water Solutions** of Oxford, CT ("*Contractor*") and **Cedarhurst at Newtown** of Newtown, Connecticut.

WHEREAS, the owner ("*Owner*") is the owner of **Cedarhurst at Newtown, PWS ID# CT0970512**, located in Newtown, Connecticut (the "*Water System*"); and

WHEREAS, Owner desires to utilize the services of Contractor with respect to the performance of certain services required to be performed by the Department of Public Health, Drinking Water Division ("*Health*"), with respect to said Water System; and

WHEREAS, Contractor has agreed to provide such services to Owner on all of the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties hereby agree as follows:

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**ARTICLE I
Acceptance**

This Agreement shall be effective **April 1, 2015**. By signing this Agreement, Owner accepts Eastern Water as the PWS's Certified Operator and additional services described herein and agree to be bound by the following terms and conditions. Unless otherwise terminated as provided herein, the *Term* of this Agreement shall be; one calendar year from effective date.

**ARTICLE II
Services to be provided**

Contractor shall act as the certified operator of the Water System, appropriately licensed by the Connecticut Department of Public Health Office (Health). As such certified operator, Contractor shall perform the routine specific services to the owner as set forth in **Duties and Responsibilities** of a Public Water System's Certified Operator, given upon request. Contractor shall, at all times during the term of this Agreement, be licensed as a certified operator by Health and shall notify Health that it is a certified operator for the Water System. It is understood and agreed that Contractor shall perform the services contemplated by this Agreement through its duly authorized employees or agents as it may from time to time designate.

**ARTICLE III
Additional Services**

In addition to the services described in Article II above, Contractor agrees to be available to Owner for emergency, non-routine services, annual cross connection surveys and backflow device testing for a supplemental fee, in accordance with the fee schedule set forth in Article IV below. It is understood and agreed that any services not part of the routine weekly and quarterly visits in **Article V** shall be deemed as non-routine or emergency services, unless specified as other, for purposes of this Agreement.

**ARTICLE IV
Services and Payment**

Labor and Fees	Total	Breakdown
Cert Ops	\$1,675.67	3 Visits-DPH-Admin-License
Start-up estimate	\$972.80	Chlorination-Flush-Pressure Test-Sampling
Subtotal	\$2,648.47	
tax	\$168.18	
Total Annual Estimate	<u>\$2,816.65</u>	

- (a) Within the terms of this Agreement, Contractor shall be paid for the services rendered under **Article I** for **Certified Operator license duties and responsibilities** in **quarterly** installments of **\$418.92 +tax** or in **full** for the amount of **\$1675.67 +tax**. The initial payment of **\$418.92 +tax** is due upon signing as a deposit for the Agreement and represents the payment of the current quarter. Payment schedule is due quarterly on the first of the month beginning of the quarter.
- (b) Within the terms of this Agreement, Contractor shall be paid for the services rendered under **Article I** for the **start-up** of the system in full for the amount of **\$972.80 +tax**. It is understood that this estimate is solely based on information, assumptions and representations, as they are best known at this time. Should any mechanical or physical conditions change or become apparent during **start-up**, additional charges and or approvals may be necessary.
- (c) Non-routine and emergency services performed by Contractor and not specifically identified in this Agreement shall be payable by Owner to Contractor at the rate of ninety dollars (\$105.00) per hour, plus mileage at the then current federal reimbursement rate and reasonable cost of equipment and parts installed.

- (d) A Cross Connection Survey and testing of all backflow devices is required annually by Health. Contractor offers this as an additional service with a separate fee schedule. Contractor will work with Owner for scheduling and make available cost upon request.
- (e) The fees payable by Owner to Contractor for none routine, emergency, cross connection surveys and device testing will be billed separately. The parties agree to negotiate in good faith at any time during the existing term of this Agreement concerning adjustments to these fees.
- (f) A Service Charge at the Annual Percentage Rate of 18% (1.5% per month) or the highest rate permitted by law, whichever rate is higher, will be imposed on all amounts that are past due when they are outstanding for at least 30 days.
- (g) If Owner is past due for more than 30 days on the first of the month for the quarter due, a finance charge will be imposed on that amount.
- (h) If Owner fails to pay bills due under this Agreement, Owner shall also pay all costs proceeding including the cost of reasonable attorney's fees.

ARTICLE V
Obligations of Contractor

- a) The Contractor will:
 - 1. Provide **Three Certified Operator visits, during active quarters (3 per year)**, meeting the duties and responsibilities of a public water system's certified water operator guidelines of the State of CT Department of Public Health (Health)
- b) Per Visit
 - 1. Inspect the supply, storage, and distribution
 - 2. Check mechanical and electrical components of system
 - 3. Make sure all components are in correct operation
 - 4. Take readings from water meter
 - 5. Cycle and test mechanical controls
- c) Provide **start-up** services to the system conceived by Cedarhurst and EWS.
- d) The Contractor will file routine Health required reports.
- e) The Contractor will contact all appropriate parties regarding drinking water violations.
- f) The Contractor will prepare all Health required public notices.
- g) The Contractor will advise PWS owner of concerns that may affect the water system
- h) The Contractor is available for water emergencies, to perform on-site investigations and respond to questions from Owner or Owners Agent.
- i) The Contractor is available to perform a **Cross Connection Survey** and test any **Backflow devices** per calendar year, under Health requirements, **cost not included in contract**. Fee schedule available upon request.

Obligations of Owner

During the course of this Agreement, as may be extended by the parties pursuant to Article I thereof, Owner covenants and agrees as follows:

- (a) That Owner has, and shall at all times maintain in full force and effect (and, if necessary, obtain) all easements, permits, licenses and other similar approvals, consents and authorizations to operate and maintain the Water System and permit Contractor to perform, operate and/or maintain the Water System in connection with this agreement.
- (b) Owner warrants that it is the sole owner of the Water System and has full power and authority to enter into this Agreement and perform its obligations hereunder. Owner agrees that it shall not take any action which in any way will limit or restrict Contractor's ability to perform its respective obligations hereunder.
- (c) Owner shall immediately notify Contractor of any change in Public Water System that will affect the work specified in this Agreement.
- (d) Owner shall notify Contractor, within the period of work performed, of any leaks, power and water outages, water related vandalism, chlorine pump or treatment equipment failure, if applicable, water related construction or digging as it relates to the source, treatment, or distribution. Owner shall also notify Contractor of any state agency contact related to water, as well as any repairs scheduled to be made or made by the Water System. In addition, Owner shall notify Contractor of

any main breaks or leaks of petroleum products or other events that may have adverse impact upon the health, safety or water quality related in any way to the Water System. Owner shall notify Contractor by contacting Eastern Water Solutions immediately.

- (e) Owner shall provide Contractor with full and complete access to Water System for work associated in the Agreement.
- (f) Owner shall provide Contractor with the use of all existing equipment owned by Owner and necessary for the operation and maintenance of the Water System, well pumps, valves, switches, etc.
- (g) Owner is responsible for all capital expenditures.
- (h) Owner is responsible for laboratory testing costs, power, chemicals, materials and supplies, telephones, heating fuel and all other operating costs.
- (i) Owner has designated **Bruce Lafky and Dave Harlow**, as Owner's representative(s) with respect to the services performed by Contractor. Owner will communicate to Contractor any changes in the designation of Owner's representative.

ARTICLE VI Liability

- (a) Owner shall be solely responsible for all damage to or interruption of the Water System or its functioning due to any cause other than the gross negligence or willful misconduct on the part of Contractor, including causes beyond the control of both parties such as, but not limited to, flood, fire, strikes, or national or civil emergencies or disasters.
- (b) Contractor shall not be liable for any fines, sanctions, or penalties imposed as a direct result of Owner's negligent performance or its obligations hereunder.
- (c) In no way whatsoever shall either party to this Agreement be liable to the other for any lost profits or special, incidental or consequential damages in any way arising out of or in connection with the performance of this Agreement.

ARTICLE VII Insurance

- (a) During the term of this Agreement, Owner shall maintain in full force and effect general liability insurance with a combined single limit of no less than One Million Dollars (\$1,000,000.00), or in such other amount agreed upon in writing by the parties. Owner shall provide Contractor with certificates of insurance evidencing the coverage set forth herein, upon request of Contractor.
- (b) During the term of this Agreement, Contractor shall maintain general liability insurance with a combined single limit of no less than One Million Dollars (\$1,000,000.00) and Workmen's Compensation insurance in the amount required by the State of Connecticut. Contractor shall provide Owner with certificates of insurance evidencing the coverage set forth herein, upon request of Owner.

ARTICLE VIII Indemnification

Owner shall indemnify, defend and hold harmless Contractor, its agents, employees and representatives from and against any claim, suit or demand of any nature whatsoever asserted against Contractor by any third party, including any principal, agent or employee of Owner, based upon any acts of Contractor or any agent, employee or representative of Contractor relating to the services rendered by Contractor hereunder. Notwithstanding the foregoing, Owner shall not be liable to indemnify Contractor against any claim, suit or demand arising out of the gross negligence or willful misconduct of Contractor. The provisions of this Article shall survive any termination or expiration of this Agreement.

**ARTICLE IX
Independent Contractor**

The parties hereto acknowledge and agree that Contractor is an independent contractor of Owner and that no agency, partnership or joint venture or employer-employee relationship is intended or created by this agreement. Contractor, its agents and employees, shall perform its obligations under this Agreement in an independent capacity and shall not, in any manner whatsoever, be subject to the supervision and control of Owner in connection therewith.

**ARTICLE X
Arbitration**

All claims, controversies or disputes arising out of or related in any way to this Agreement shall be submitted to binding arbitration pursuant to the applicable arbitration rules of the American Arbitration Association. An award of decision rendered pursuant to said arbitration hearing shall be final and binding upon the parties and not subject to appeal, and the award rendered may be confirmed and enforced by a judgment of the Superior Court of the State of Connecticut having jurisdiction thereof.

**ARTICLE XI
Termination**

Either party may terminate this Agreement for cause if the other party materially breaches its obligations hereunder, and such breach remains uncured for a period of fifteen (15) days following written notice of such breach. In the event of a termination of agreement, Eastern Water Solutions, Inc. may submit a final invoice for the services performed. Following termination, Eastern Water Solutions will notify Owner and Health of the status regarding services.

**ARTICLE XII
Notice**

All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the parties at the following addresses:

If to Contractor:

Eastern Water Solutions
Shane Grant
5 Benson Rd
Oxford, CT 06478
Fax (203) 262-6727

If to Owner:

Cedarhurst Association
P.O. Box 388
Sand Hook, CT 06482

All notices hereunder shall be deemed to have been duly given and effective (i) upon receipt if hand delivered; (ii) one day after deposit prepaid with a national overnight delivery service; (iii) three days after deposit in the United States mail by registered mail or certified mail, postage prepaid, return requested.

**ARTICLE XIII
Entire Agreement**

This Agreement constitutes the complete, integrated agreement of the parties as to its subject matter. Any prior promises, representations, agreements or understandings made by or between the parties are expressly superseded by this Agreement. No changes to this Agreement shall be effective unless made in writing and signed by the parties hereto.

**ARTICLE XIV
Third Party Beneficiaries**

The parties agree that there are no third party beneficiaries to this Agreement.

**ARTICLE XV
Governing Law/Construction**

This Agreement shall be governed by the laws of the State of Connecticut. This Agreement shall be construed without regard to any presumption or other rule regarding construction against the party who drafted it.

**ARTICLE XVI
Severability**

If any clause or provision of this Agreement operates or would operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be held ineffective, as though not contained herein, and the remainder of this Agreement shall remain in full force and effect.

**ARTICLE XVII
Successors and Assigns**

This Agreement shall be binding upon and insure to the benefit of the parties hereto, their respective successors and assigns. This Agreement may be assigned by Contractor only.

**ARTICLE XVIII
Cooperation**

Each of the parties hereto shall fully cooperate with the other, and with their respective employees, agents and representatives, in connection with the performance of this Agreement. Each party acknowledges that the other party's ability to carry out effectively its obligations under this Agreement depends in large part on the cooperation and prompt and timely fulfillment of the other party's obligations hereunder.

CONTRACTOR:

Eastern Water Solutions

By: Shane Grant

Sign:



Date: March 31, 2015

OWNER:

Cedarhurst Homeowners Association

By:

Sign:

Date:

EN-2

DESCRIPTION OF SYSTEM) Provide a detailed description of the Cedarhurst water system, including, but not limited to, land, equipment, buildings, wells, water treatment systems, storage facilities, pumping facilities, distribution systems, hydrants, actual date in-service and actual cost of the water equipment. The description of the water equipment should also include the hydraulic capabilities, flow, pressure, size, length, and safe yield of the equipment.

The system is supplied by a single drilled well, located in an above grade well house and provides 13 gallons per minute. The well is equipped with a meter and source water sample tap and pumps to an outdoor, above ground 2,000 gallon hydropneumatic storage tank and then to distribution. The system is only active seasonally and experiences an average day demand of about 1,000 gallons per day. Peak day demands are about 2,500 gallons per day and are attributed to transient seasonal residents leaving taps open when they are not there. There are no hydrants or water treatment equipment. The system has been in service for more than 25 years.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-3

(GENERATOR) Does Cedarhurst have a standby generator for emergencies? If yes, provide a detailed description of that generator. If no, explain what Cedarhurst does in the case of commercial power losses.

No, Cedarhurst does not have a standby generator for emergencies. In the case of power loss conservation measures are employed. The 2,000 gallon tank has historically provided subscribers with enough water until power is restored.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-4

(IMPROVEMENTS) What type of short-term and long-term capital improvements are needed for the Cedarhurst' water system within the next five years? Identify the anticipated capital improvements, date of each improvement and estimated cost of the improvements.

Cedarhurst Association knows that increasing regulatory demands will mean added capital costs that cannot be anticipated. We understand that there could be future requirements by the state to add a generator in the event of a power disruption, fence in the area around our water tank and upgrade the water lines that run from the tank to the users homes. We have no capital funds available for any of these potential improvements and while we don't know the exact cost they would put us out of business due to lack of funds. Likewise, any kind of catastrophic failure that could possibly happen like a pump or water tank failure would have similar consequences. Hence our request to cease operations before this type of cost means our users are left with no alternatives.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-5

(NON-REVENUE WATER) For years 2011 through 2014, provide an exhibit which includes the following by year: a) actual water production (gallons); b) actual water purchases (gallons); c) actual water sales (gallons); and d) the percentage of Non-Revenue water for the Cedarhurst.

Year	Actual Water Production	Actual Water Sales	Percentage of Non-Revenue water
2011	244,720	None	None
2012	349,650	None	None
2013	169,790	None	None
2014	132,250	None	None

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-6

(PROPERTIES) Provide any existing appraisals or valuations of the Cedarhurst water system properties, whether real or personal, including, but not limited to, land, equipment and buildings. Identify and explain any liens against any of the properties and the amount of said liens.

We have no existing appraisals or valuations of any water system properties, whether real or personal, including, but not limited to, land, equipment and buildings. We also have no liens. The Tax Assessor appraised value of _____ is \$1,920 and describes it a vacant unbuildable land. This is where our well and our water tank reside.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-7

(REGULATORY) Provide copies of the two most recent DPH inspection reports and an updated status report of Cedarhurst's compliance with requirements and recommendations listed in those reports. Include all related correspondence. If Cedarhurst has not complied with an order, provide the status and expected date of compliance.

Copies of the two most recent DPH inspection reports and an updated status report of Cedarhurst's compliance with requirements and recommendations listed in those reports is provided below. Cedarhurst is in full compliance.



Response to 2014 Sanitary
Survey.docx



State Insp 6.8.14.docx



Reply to 2011 Sanitary
Survey..doc



State Report Issued
3.2.12, Done 12.8.1

DAVID C. HARLOW
SECRETARY
CEDARHURST ASSOCIATION INC.
8 MOHAWK TRAIL
SANDY HOOK, CONNECTICUT 06482

March 29, 2012

Re: Sanitary Survey Report
Cedarhurst Association
Public Water System
PWSID CT0970512

Subject: Reply To Sanitary Survey Report

It is the intention of Cedarhurst Association to be in complete compliance with the requirements of this Sanitary Survey Report. Please notify us of any discrepancies.

A) Regulatory Violations:

The area surrounding the well house was saturated with groundwater and/or runoff, to the point of ponding over several square yards.

Reply:

To the best of my knowledge no changes have been made to the pump house/water tank landscape since the last two sanitary surveys. This survey was conducted on December 8, 2011, during Cedarhurst's period of seasonal shutdown. It should be noted that 48 hours period prior to the survey approximately 6 inches of rain fell in the area. The ponding was an unusual condition. In addition, fallen trees and branches, from a tropical storm and an early snowstorms storm, had been placed on the far side of the pump house possibly preventing the natural flow of water runoff.

Corrective Action:

The area surrounding the well house will be cleaned of debris and re-graded, if necessary, to prevent ponding. The area will be monitored to observe the effectiveness of this corrective action. The drainage ditch will be modified so that it is outside of the well's sanitary radius and the 4 inch corrugated pipe will be extended outside of the sanitary radius

B) Regulatory Requirements:

A Cross Connection Survey Report is required to be performed by the end of calendar year 2012 and every five years thereafter. A report must be submitted by March 1st of each year summarizing any changes since the last inspection for cross connections.

Cedarhurst Action:

Cedarhurst Association is in the process of finalizing an agreement with an approved Department of Public Health Cross-Connection and Backflow Inspector. Every water users system will be inspected and deficiencies will be pointed out to the owner. Failure to remedy deficiencies prior to the end of the 2012 summer season will result the termination of water service until the situation is rectified.

Recommended Action:

Cedarhurst Association has only one source of supply and limited storage capacity. It is recommended that the Association consider and evaluate the development of additional supply options and consult with the Department relative to the approval process required.

Cedarhurst Action:

Cedarhurst Association will consider and evaluate the development of additional supply options and consult with the Department relative to the approval process required.

C) Recommendations:

- 1) Federal Groundwater Rule (GWR)
Aqua Environmental Laboratory is aware of the new requirements of GWR December 1, 2009.
- 2) Storage Tank and Lines are Above Ground
The Association will evaluate the feasibility of enclosing the area. At this time routine patrols are conducted on a daily basis.
- 3) The Hydropneumatic Tank Supply Line Drainage Spigot Was Submerged.
The spigot will be removed.
- 4) DPH Guidelines for Start-Up
Guidelines for start-up and shut-down will be adhered to.
- 5) The Well House Must Be Maintained in a Sanitary Condition.
The Well House will be maintained in a sanitary condition.

David C. Harlow, Secretary
Cedarhurst Association Inc.

copy: Ms. Donna Culbert, Director of Health, Newtown Health District
Mr. Andrew Hurlbut, Certified Operator,

DAVID C. HARLOW
WATER CHAIRMAN
CEDARHURST ASSOCIATION INC.
8 MOHAWK TRAIL
SANDY HOOK, CONNECTICUT 06482

August 18, 2014

Re: Sanitary Survey Report
Cedarhurst Association
Public Water System
PWSID CT09705 12

Subject: Reply To Sanitary Survey Report

Dear Mr. Fleming:

It is the intention of Cedarhurst Association to be in complete compliance with the requirements of this Sanitary Survey Report. Please notify us of any discrepancies.

A) Significant Deficiencies:

None

Reply:

No reply required.

B) Regulatory Violations:

Instantaneous and totalizing flow must be recorded for each source supply on a weekly basis.

Reply:

Weekly water usage has been recorded on a weekly basis; however, flow was not. In the future flow will also be recorded.

C) Cross Connection Survey Report:

At the time of the cross connection survey two of the five residences utilizing cisterns were observed to not have proper air gap isolation from the seasonal water system. Follow up by Rich Carino of Flow Check LLC on September 18, 2012 verified that all violations had been corrected. I will gladly provide you with a copy of their report which was previously sent to your department.



David C. Harlow, Water Chairman
Cedarhurst Association Inc.

copy: Ms. Donna Culbert, Director of Health, Newtown Health District
Mr. Andrew Hurlbut, Certified Operator, Mr. Ronald Wilcox, President CHA

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-8

(REGULATORY) Provide a list and detailed status updates on DPH and DEEP Consent Orders for the Cedarhurst water system, if any, and any other issued violations. Indicate the status of compliance with those Consent Order(s). Provide copies of the DPH-and DEEP- related correspondence and the evidence that these orders have been in compliance.

There are no consent orders for the DPH or DEEP.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-9

(SITE CONDITION) Describe the site condition of the area around the wells and storage tanks. Are they easily accessible? What are the conditions of the roads that lead to the wells and storage tanks?

The area around the tank and well are accessible, as is the roadway leading to them.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-10

(TRANSFER) Has Cedarhurst contacted any companies that would take over the operation and management of the Cedarhurst water system? If so, provide correspondence and any other information concerning the possible transfer of the Cedarhurst water system to a company with the technical, financial and managerial resources to run the existing water system.

We met with Aquarion on August 27, 2014. We have no written correspondence or information on their position.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-11

(TRANSFER) Is there a Water Utility Coordinating Committee where the Cedarhurst water system is located? If so, please identify.

Cedarhurst geographically lies within the Housatonic Management area, which appears to have been merged with other areas to a more recently recognized Western Management Area. CT DPH Water Supply Section can provide any required information about the WUCC.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-12

(TRANSFER) What are the names of the regulated or municipal water systems withiu a five miles radius ofthe Cedarhurst water system?

The Town of Newtown and Aquarion are the municipal and regulated water systems in our area.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-13

(TRANSFER) Has Cedarhurst explored the possibility of a water main interconnection to an existing municipal or private water company to accommodate the Cedarhurst' customers? If uo, explain why not.

To the best of our knowledge there is no water main interconnection to an existing municipal or private water company available for Cedarhurst customers. A water main extension of more than 3 miles is not feasible as it would cost several million dollars.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-14

(WATER LEAKS) List all leaks discovered during the last five years. Identify the street(s) where the leaks were discovered, provide a description of the pipe, the date of original installation of the pipe, and the date of the repair of the leaks.

No record of leaks has been kept by Cedarhurst Association.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-15

(WATER PRESSURE) Indicate if any customers within the Cedarhurst water system experience water service pressure less than 25 pounds per square inch.

To the best of our knowledge there are no customers within the Cedarhurst water system experience water service pressure less than 25 pounds per square inch.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-16

(WATER SYSTEM) Provide the distance to the nearest interconnection point with the closest water utility. Provide the estimated cost associated with such interconnection.

The nearest interconnection point would be with Aquarion. We cannot provide an estimated cost as we have no idea what is involved in making that extension.

Docket DPH15-06-01/PURA 15-08-24
Cedarhurst Association
October 22, 2015
Mary Ann Jacob

EN-17

MAPPING) Does Cedarhurst have a distribution system map? If so, provide a copy of this map and the date of mapping.

A copy of the water user map and the map of water system valves are inserted below.



Water Systems Valves- Water Subscribers -
2014.docx



2014.docx