

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

August 31, 2011

Jack Betkoski, Director
Department of Energy and Environmental Protection (DEEP)
Public Utilities Regulatory Authority (PURA)
10 Franklin Square
New Britain, CT 06051

Subject: Docket # 07-04-11RE01: Greenridge Tax District - Exclusive Service Area Recommendations

Dear Mr. Betkoski:

The Department of Public Health (DPH) is writing to provide clarification of the United Water Company (UW)- Greenridge Exclusive Service Area (ESA). The boundaries of the Greenridge ESA that was shared by United Water and discussed at the June 17, 2009 Housatonic Water Utility Coordinating Committee (WUCC) meeting was a concern to local officials and in part led to negotiations with UW, the local health director, the first selectman of Brookfield and Newtown, myself and officials from the Borough of Newtown during the later part of 2010 and early 2011. The negotiations resulted in the draft Joint Stipulation dated May 19, 2011. The Stipulation includes a revised Greenridge ESA map mutually agreed to by all parties and UW's responsibility to request scheduling of a WUCC meeting to revise and clarify UW's ESA claim within Brookfield in what is known as the Greenridge subdivision. The clarification is needed to address delineation of the Greenridge ESA boundaries consistent with the Stipulation.

Previously, at the above June 17, 2009 meeting held to discuss the UW Greenridge ESA revision request, the WUCC membership voted unanimously to recommend approval of the proposed revision. The map (Attachment #1) provided by UW to the WUCC prior to the June 2009 vote appears to be in error. These errors were not detected by UW, UW's attorney, the WUCC membership, pastor present WUCC Co-Chairs (two were directly involved in the proposed revision and the original Housatonic WUCC recommended ESA's), or DPH staff. The problem with the UW June 2009 map (Attachment #1) is the Greenridge ESA boundaries reflected differ significantly from the original Greenridge ESA boundaries recommended to DPH by the Housatonic WUCC. Importantly, the Housatonic WUCC Greenridge ESA revision recommendation from the June 17, 2009 meeting was never sent to DPH for final consideration and approval nor did UW file a revised "Statement of Confirmation of Service Area" as required by the Housatonic WUCC's own rules and procedures set forth in their final coordinated regional plan. Thus, the Greenridge ESA recommendation remains the November 1987 Housatonic WUCC final recommendation labeled "Plate #3/November 1987" (Attachment #2) as found in "Final Exclusive Service Areas - Housatonic Water Supply Management Area, November 1987" and "Executive Summary for the Housatonic Water Supply Management Area, September 1988". Please note the Housatonic WUCC final coordinated plan is not DPH approved; thus, individual ESA's are not approved although DPH recognizes recommended ESA's at this time.

DPH received a UW request (Attachment #3) dated August 9, 2011 to schedule a Housatonic WUCC meeting "for the purpose of clarifying the Greenridge ESA" which noted PURA left the Greenridge docket open at the August 1, 2011 hearing "so the issue of the ESA clarification can be resolved" to meet the stipulated agreement. The stipulated agreement will likely only remain valid if the Greenridge ESA map sent with UW's August 9, 2011 request, negotiated with the communities, and referenced in the stipulated agreement is supported and recommended by the Housatonic WUCC as an ESA revision. The WUCC meeting set for August 30, 2011 in Brookfield was cancelled at the request of the WUCC due to local damage from Hurricane Irene and will be rescheduled shortly. A previous WUCC meeting was held July 13, 2011 to specifically discuss an identical UW Greenridge ESA revision request dated May 24, 2011 (Attachment #4); however, UW rescinded the request at the meeting. In closing, a technical document including a complete chronology of Housatonic WUCC Greenridge ESA recommendations with supporting historical documents is attached.

Sincerely,

Lori Mathieu
Public Health Section Chief
Drinking Water Section

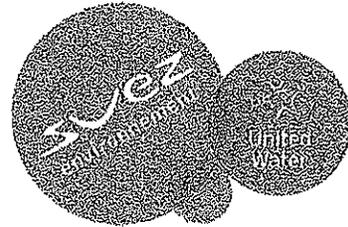


Phone: (860) 509-7333
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # 51WAT
P.O. Box 340308 Hartford, CT 06134
Affirmative Action / An Equal Opportunity Employer

Attachment 1

Kevin Moran
Development Manager

UNITED WATER CONNECTICUT
110 Kent Road, New Milford, CT 06776-3400
Tel: 860-354-4118 • Fax: 860-355-4788
kevin.moran@unitedwater.com



May 18, 2009

Mr. Stephen Polizzi
Rural Water Co., Inc.
225 Greenwood Ave.
Bethel, CT 06801

Subject: Request for Service Area in the Rural Water Company Exclusive Service Area

Dear Steve,

Enclosed is a drawing depicting the service area that United Water Connecticut (UWCT) is requesting be designated to it by Rural Water Company.

By way of explanation, UWCT has been directed by the Department of Public Utility Control and the Department of Public Health to provide water service to the Greenridge subdivision located off of Wisconier Rd., Route 25 in Brookfield, CT by means of a water main extension (interconnection) from UWCT's Newtown system. This interconnection will run through Rural's Southern Brookfield service area to the Greenridge subdivision.

UWCT hereby requests that Rural turn over to it the service area as depicted in the attached drawing titled "UWCT Request for Brookfield, CT Service Area from Rural Water".

This request will be discussed at an upcoming Water Utility Coordinating Committee meeting at a time yet to be set.

Thank you for your consideration of this matter.

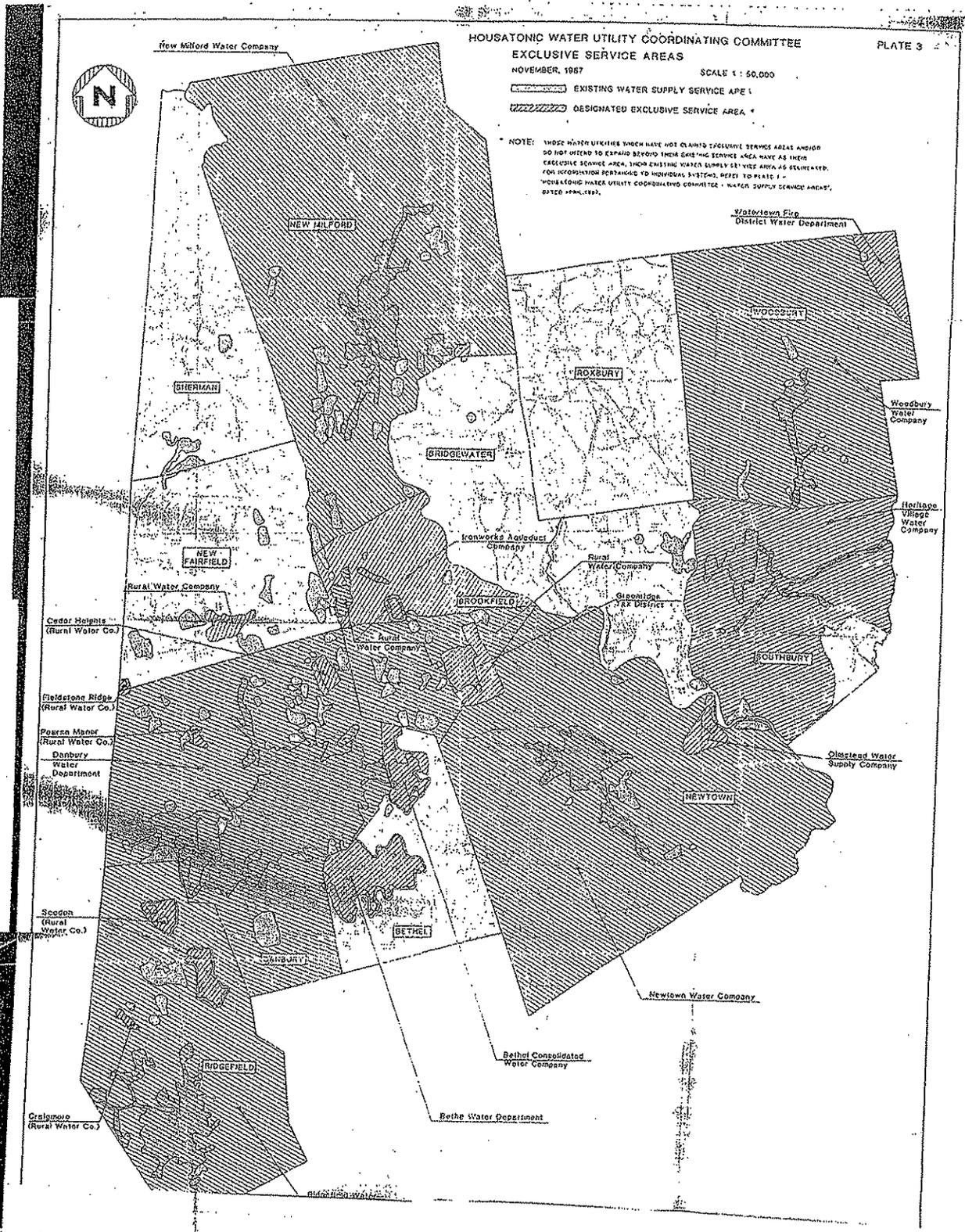
Sincerely,

A handwritten signature in black ink that appears to read 'Kevin Moran'.

Kevin Moran,
Development Manager
KM:hs

c. Steve Houst.

Attachment #2



Attachment '3

Michael J. Pointing
Vice President & General Manager

UNITED WATER
360 West Nyack Road
West Nyack, NY 10994
Tel: 845-620-3312 Fax: 845-620-3311
Michael.Pointing@UnitedWater.com



August 9, 2011

Russell T. Posthauer, Jr., Co-Chairman
CCA LLC
40 Old Brookfield Road
Brookfield, CT 06804

Kevin Moran, Co-Chairman
Housatonic Water Utility Coordinating Committee
c/o Ken Scov
United Water Connecticut Inc.
110 Kent Road
New Milford, CT 06776

Dear Chairmen Posthauer and Moran:

On behalf of United Water Connecticut Inc., this is to request that a Housatonic Water Utility Coordinating Committee (WUCC) Meeting be scheduled as soon as possible for the purpose of clarifying the Greenridge Exclusive Service Area. United Water Connecticut Inc. requests this meeting occur before August 18, 2011. United Water Connecticut Inc. will be available to meet at any time, at any location, to accomplish this.

As you are aware, the residents of Greenridge are still without a supply of pure water by interconnection and the residents are without a PURA approved interconnection plan. As you are also aware, the residents have also expressed overwhelming support, both in writing and in person, for the United- Newtown-Greenridge Interconnection Plan.

As indicated at the hearing on Monday, August 1, 2011, PURA has left the record in Docket No. 07-04-11RE01 open so that the issue of the ESA clarification can be resolved.

United Water is proposing that the Joint Stipulation Map set forth as attached entitled "United Water Connecticut, Inc. Greenridge Exclusive Service Area Scale: 1" = 1,000' Roald Haestad, Inc. March 2011" be adopted as the Greenridge Exclusive Service Area. The Map attached excludes from the Exclusive Service Area the cross-hatched area which states "Technical Modification".

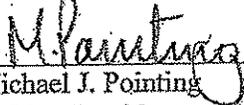
The area requiring clarification by the WUCC is not where current Greenridge United customers are served but rather is the area located on the western side of Route 25, and includes West Whisconier Middle School and High Meadow Road as shown on the Stipulation Map attached.

If you have any questions, please call Steve Houst at (860) 354-4118, Ext. 17.

Very truly yours,

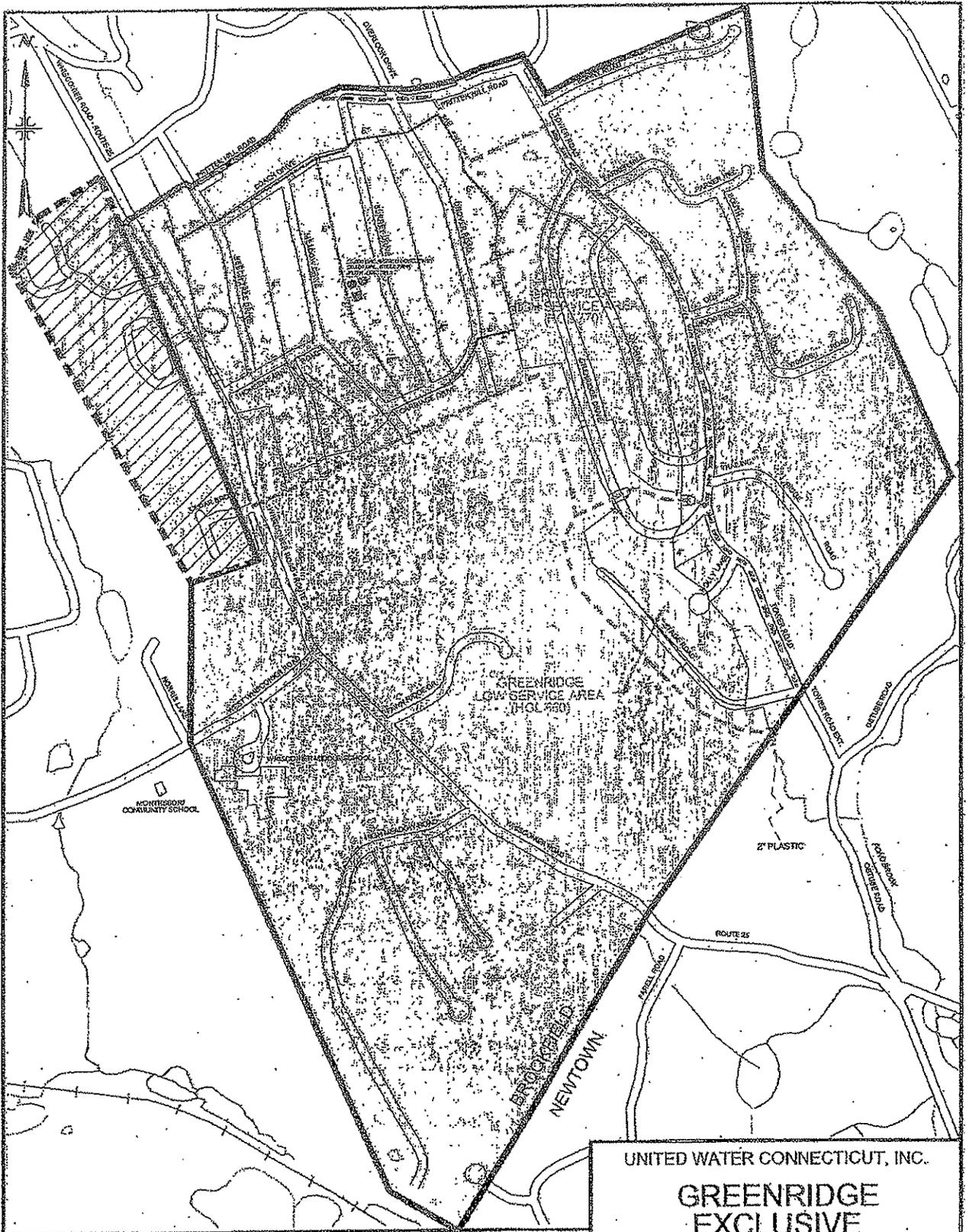
UNITED WATER CONNECTICUT INC.

By

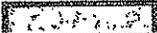

Michael J. Pointing
Its Vice President

Enclosure

cc: Lori Mathieu, DPH
Dr Jewel Mullen, Commissioner of DPH
James E. Rice, Esq.
Anne Peters, Esq.
John Dillon, Esq., United Water Connecticut Inc.
Joanne Ford, PURA Case Coordinator
Martin Foncello



LEGEND

-  EXCLUSIVE SERVICE AREA
-  TECHNICAL MODIFICATION

UNITED WATER CONNECTICUT, INC.

**GREENRIDGE
EXCLUSIVE
SERVICE AREA**

SCALE: 1" = 1,000'

ROALD HAESTAD, INC. MARCH 2011

Attachment #4

CRAMER & ANDERSON LLP

LAW OFFICES

51 MAIN STREET
NEW MILFORD, CT 06776

(860) 355-2631

FAX (860) 355-9460

May 24, 2011

30 MAIN STREET
DANBURY, CT 06810

KENT GREEN
KENT, CT 06757

46 WEST STREET
LITCHFIELD, CT 06759

6 BEE BROOK ROAD
WASHINGTON DEPOT, CT 06794

Russell T. Posthauer, Jr., Co-Chairman
CCA, Inc.
40 Old Brookfield Road
Brookfield, CT 06804

Kevin Moran, Co-Chairman
Housatonic Water Utility Coordinating Committee
c/o Ken Scov
United Water Connecticut Inc.
110 Kent Road
New Milford, CT 06776

Dear Chairmen Posthauer and Moran:

As you have probably read in the newspaper, there has been a resolution of issues (subject to approval of the State of Connecticut Department of Public Utility Control and State of Connecticut Department of Public Health) between Newtown, Town of Brookfield and United Water Connecticut Inc. with respect to construction of the United Water Connecticut Inc. Greenridge Water Main Interconnection to service the Greenridge subdivision thereby enabling construction of water system infrastructure improvements that will provide potable non-radionuclide contaminated water to the Greenridge subdivision.

The resolution between United Water, Newtown and Brookfield included a provision whereby United Water Connecticut Inc., with the endorsement and support of the Town of Brookfield and the Town of Newtown respectfully request the WUCC convene a WUCC Meeting to adopt the United Water/Greenridge Exclusive Service Area as shown on the attached map entitled: "United Water Connecticut, Inc. Greenridge Exclusive Service Area Scale 1" = 1,000' Roald Haestad, Inc. March 2011" (hereinafter "Map").

The Exclusive Service Area requested to be adopted by the WUCC as the United Water/Greenridge Exclusive Service Area is the blue colored area on the on the attached Map. The area which has the hatching lines in the pink is not to be included within the United Water/Greenridge Water Exclusive Service Area.

CRAMER & ANDERSON LLP

Page 2

If possible United Water Connecticut Inc., Newtown and Brookfield would respectfully request that the meeting of the WUCC be scheduled in a reasonably expeditious manner to accomplish the hereinabove request.

Thank you in advance for your prompt attention to this matter.

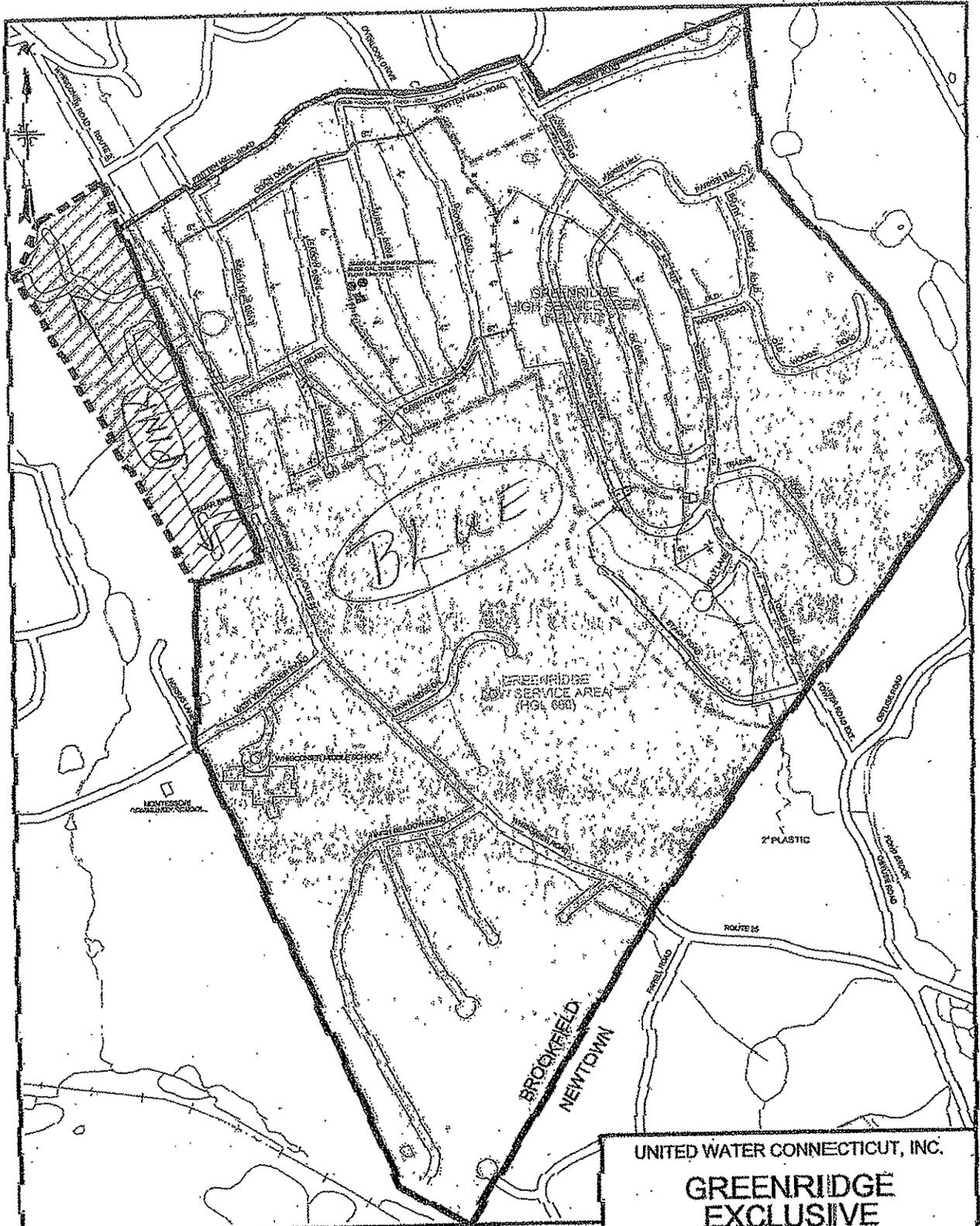
Very truly yours,

CRAMER & ANDERSON LLP

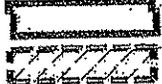
By Ted D. Backer
Ted D. Backer

TDB:kd
Enclosure

cc: Lori Mathieu, DPH
James E. Rice, Esq.
Robert S. Golden, Jr., Esq.
John Dillon, Esq., United Water Connecticut Inc.



LEGEND



EXCLUSIVE SERVICE AREA

TECHNICAL MODIFICATION

UNITED WATER CONNECTICUT, INC.

**GREENRIDGE
EXCLUSIVE
SERVICE AREA**

SCALE: 1" = 1,000'

ROALD HAESTAD, INC.

MARCH 2011

SUBJECT: Greenridge Tax District Exclusive Service Area Chronology

TO: Lori Mathieu, Public Health Services Manager, Drinking Water Section (DWS)

FROM: Steve Messer, Supervising Sanitary Engineer, DWS-Planning Unit
Casey Fleming, Sanitary Engineer, DWS-Planning Unit

DATE: August 15, 2011

Background: The historical documents which comprise this Greenridge ESA chronology were discovered in responding to a Freedom of Information (FOI) request, filed by Attorney Donald A. Mitchell on behalf of the Borough of Newtown, which requested considerable materials associated with the United Water/Greenridge Tax District joint take over proceeding. In addition, the FOI requested documentation of any historic municipal involvement or comments regarding established statewide WUCC service area boundaries pursuant to CGS Sections 25-33g/h/i; the FOI also noted that municipal notice or inquiry was not provided to the Borough of Newtown. *The Greenridge ESA documents were discovered in WUCC archival materials that also confirmed that all local municipalities, including both the Town and Borough of Newtown, were kept fully apprised throughout each individual aspect of the WUCC process by both DPH and Housatonic WUCC representatives.*

- I) The initial Greenridge ESA proposal dated August 1, 1987 (Attachment A) from President Martin Foncello to Housatonic WUCC Secretary/Treasurer Jonathan Chew (Housatonic Valley Council of Elected Officials) referenced discussion at a July 1987 WUCC meeting and provided a general written description and crude map.
- II) The next correspondence dated August 11, 1987 from DPH (Attachment B) to Greenridge President Martin Foncello cited the recent Greenridge ESA proposal and related the following:
- *Greenridge's proposed ESA conflicted with the proposed ESA's of Ironworks Aqueduct in Brookfield and Newtown Water Company in Newtown (later documents also note the Rural Water conflict).*
 - *Due to the very late nature of the ESA proposal, it was incumbent on Mr. Foncello to contact the other two effected parties to attempt to resolve the situation prior to the next HWUCC meeting on August 20, 1987.*
 - *A proposed ESA, by regulation, cannot encompass the existing service area of another utility; thus, Indian Field's Homeowners Assoc., Ledgewood Assoc., Whisconier Village, Cedar Brook Condominiums, and Butternut Ridge would be excluded from Greenridge's proposed ESA.*
 - *A significant expansion of Greenridge's existing service area was proposed; thus, a water supply plan is required to be prepared and filed with DPH by Greenridge.*
 - *In closing, Greenridge was urged to carefully review the preliminary Housatonic WUCC Exclusive Service Area (ESA) report which presented proposed rights and responsibilities for water companies with an ESA which would hold Greenridge responsible for extending mains and/or developing any necessary supply sources to serve any public water supply needs in Greenridge's proposed ESA.*
- III) Documents indicate Mr. Foncello, as President of Greenridge, did due diligence in resolving the ESA conflicts including correspondence dated August 27, 1987 (Attachment C) from Kevin Moran, Manager, of Newtown Water Company which ceded one of the disputed areas to Greenridge and agreed Newtown Water Company would not serve the area. Documents dated October 26, 1987 cited below state the second conflict was successfully resolved.
- IV) Housatonic WUCC Co-Chairs Bill Buckley and Steve Polizzi sent notice dated September 28, 1987 (Attachment D) which required water suppliers submit final "Statement of Confirmation of Service Area" by November 1, 1987 and stated companies that failed to submit the documentation would only be assigned existing service areas.
- V) On October 26, 1987 Greenridge submitted separate "Statement of Confirmation of Exclusive Service Area Boundaries" to DPH (Attachment E) and the Housatonic WUCC (Attachment F). Both cover letters were identical and stated both ESA conflicts noted in the August 1, 1987 Greenridge ESA proposal (Attachment A) were resolved and Greenridge considers the October 26, 1987 documents the final ESA boundaries. The Greenridge documents differ in that the final proposed ESA map (Attachment E) sent to DPH encompasses *a much larger ESA* hand drawn onto topographical map as DPH with a crude written description; whereas, the Housatonic WUCC documents were a hand drawn ESA on a local street map denoted as "revised map based upon agreement with Rural Water Company" with no written description.

- VI) The final exclusive service areas recommended by the Housatonic WUCC are noted as Attachment G and labeled "Plate #3/November 1987" in "Final Exclusive Service Areas – Housatonic Water Supply Management Area, November 1987" and "Executive Summary for the Housatonic Water Supply Management Area, September 1988". The final recommended ESA does coincide with the final proposed ESA sent to the WUCC by Greenridge (Attachment F) and remains the final WUCC recommendation formally submitted to DPH. The September 1988 Housatonic WUCC final coordinated plan is not approved by DPH; thus, individual utility ESA's are not approved although DPH recognizes the recommended ESA's at this time.
- VII) Kevin Moran, Development Manager, of United Water Connecticut requested a portion of Rural Water Company's Exclusive Service Area be turned over to United to assist in provided water service to Greenridge as directed by DPH/DPUC through correspondence dated May 18, 2009 (Attachment H) to Steve Polizzi, owner of Rural. A meeting of the Housatonic WUCC for June 17, 2009 to discuss the United Water request and the WUCC voted unanimously to approval this proposed ESA revision. The map depicted by United Water in Attachment #H was in obvious error and was not detected by the water company, Housatonic WUCC membership, past or present WUCC Co-Chairs (two of which were directly involved in this current ESA revision and the original Housatonic WUCC final recommended ESA's) or DPH staff. Additionally, the WUCC recommended ESA revision was never sent to DPH for final approval nor did United Water file a revised "Statement of Confirmation of Service Area" as required by HWUCC rules and procedures; thus, the Housatonic WUCC official ESA recommendations to DPH still remains as denoted in Attachment G.
- VIII) Note that DPH had provided a very in depth presentation on much needed WUCC process revisions that was supported and well attended by DPH high level management at this same June 17, 2009 WUCC meeting where the Greenridge Tax District issue was initially discussed as indicated in the minutes labeled Attachment I.
- IX) The July 15, 2009 Housatonic WUCC meeting minutes (Attachment J) further indicate discussion occurred regarding appropriate maps and sufficient review time be provided to membership prior to voting on critical ESA issues and that Lori Mathieu pointed out that local towns do not know their obligations and responsibilities in dealing with requests to change ESA's.
- X) Another meeting was held on November 4, 2009 where Steve Messer discussed the procedures set forth by the Housatonic WUCC in its own November 1987 report of Final Exclusive Service Areas (ESA). Each ESA holder was required by the WUCC to submit a "Statement of Confirmation of Exclusive Service Area Boundaries" and the report states, "If at some time in the future, it is in the best interest of the undersigned utility to make service boundary adjustments, such adjustments must have the written approval of all parties and the appropriate regulatory authority (DPH). Such adjustments must be reconfirmed by completion of a new Statement of Confirmation of Exclusive Service Area Boundaries." It was further noted by Steve Messer that water companies had not been filing revised statements of confirmation for ESA revisions and it is important that the WUCC keep up to date records of all ESA changes within the management area and follow its own procedures when those changes occur. It was agreed by the membership (see meeting minutes – Attachment K) that a clearly defined map should be created by following the original procedures and also encompassing the review of original documents where available. A committee was established to review existing ESA's and determine any further evidence needed to determine the current ESA boundaries with minimally any available DPH documents and previous WUCC meeting minutes cited as evidence that should be compiled. It was suggested that undocumented changes and assignments should be brought to the attention of the DPH and WUCC for discussion and determination. It was further recommended that local Planning & Zoning commissions and other municipal agencies should also be included in ESA planning and that towns need copies of ESA revisions and the opportunity to provide comments. DPH closed this issue by stating each water system has the right and obligation to serve their ESA as claimed and that it is for the benefit of each ESA holder to ensure that their ESA boundaries and any changes to them are properly documented and approved.
- XI) DPH received a request (Attachment N) dated August 9, 2011 from United Water Connecticut to schedule another Housatonic Water Utility Coordinating Committee (WUCC) meeting as soon as possible but prior to August 18, 2011 "for the purpose of clarifying the Greenridge Exclusive Service Area". United further noted that PURA left Docket DEEP 07-04-11RE01 open at a hearing held on August 1, 2011 "so that the issue of the ESA clarification can be resolved" to comply with the docket's stipulated agreement (Attachment M). DPH will address this issue in a timely manner albeit with also providing a minimal sufficient public notice; thus, the meeting is set for Wednesday, August 30, 2011 at 10:00 am in Conference Room 133 at the Brookfield Town Hall. DPH received an identical request dated May 24, 2011 (Attachment L) from United for the same ESA revision; however, United rescinded the request at a Housatonic WUCC meeting on July 13, 2011.

Attachment A

Dunbar

GREENRIDGE TAX DISTRICT
P.O. BOX 42
Brookfield Center, CT 06805

August 1, 1987

COPIES TO 8/4/87
D. RUZICKA
B. PIGESTORFF
J.C.

Mr. Jonathan Chew
Secretary/Treasurer
Housatonic WUCC
c/o Housatonic Valley
Council of Elected Officials
Old Town Hall
Route 25
Brookfield, CT 06805

Dear Mr. Chew:

Per our discussion at the July WUCC meeting, the Greenridge Tax District hereby submits a map of its proposed Exclusive Service Area (see attached map).

While the map precisely delineates the Exclusive Service Area, the boundaries of the area can be more or less described as follows:

Starting on Route 133 at the Brookfield-Bridgewater town line, heading west along Route 133, then, heading south onto Stony Hill Road until the point where the Conrail Railroad tracks intersect Stony Hill Rd., then, east along the railroad tracks into Newtown and then, continuing east out to the water (Housatonic River - Lake Lillinonah), then, following the shoreline north back into Brookfield to the starting point on Route 133 at the Brookfield - Bridgewater town line.

Request that the current WUCC map of Exclusive Service Areas be updated to show the area claimed by the Greenridge Tax District.

Thanks for your help. If you have any questions, please contact:

Marty Foncello
President
Greenridge Tax District
11 Drover Rd.
775-3531

or

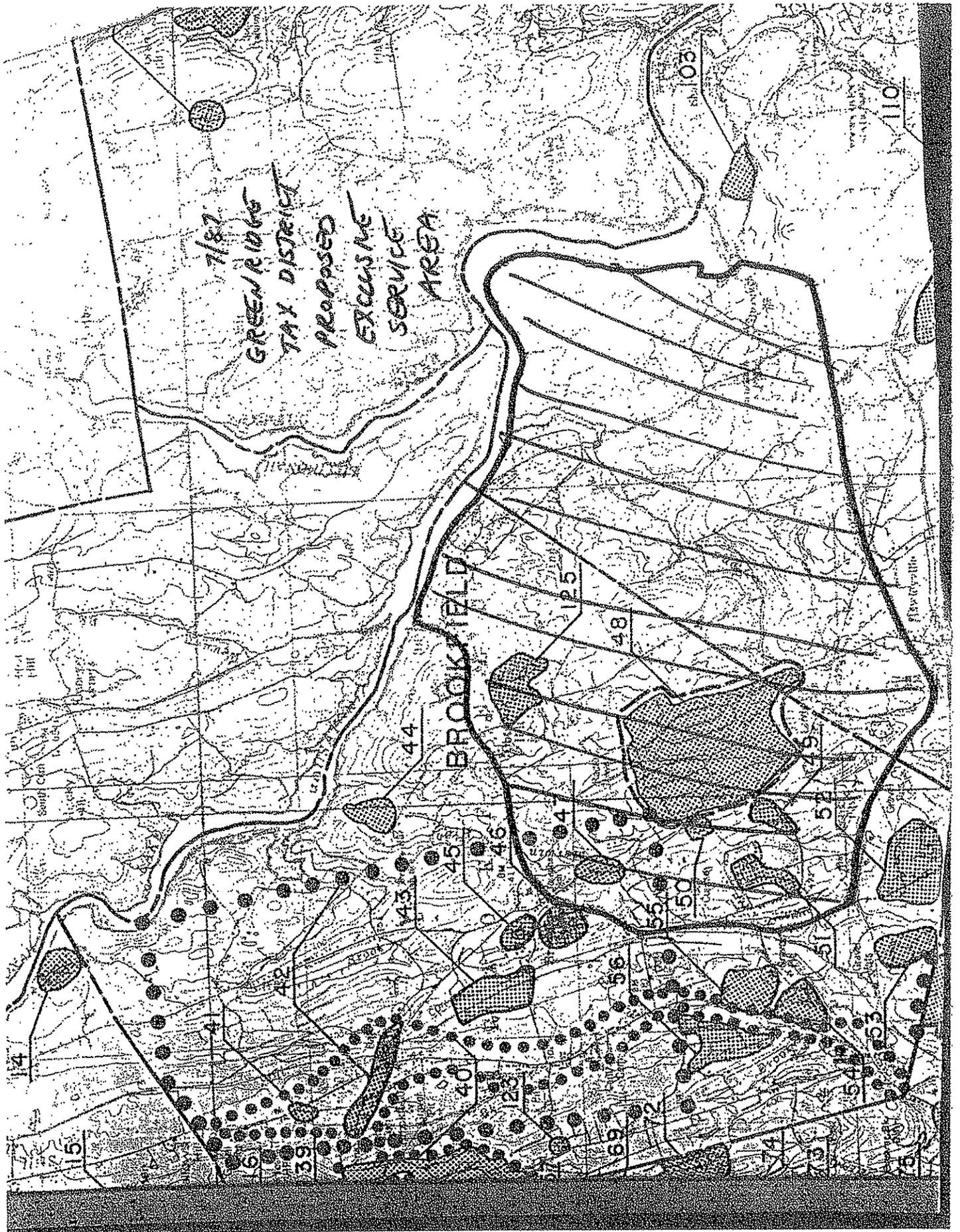
Bill Webb
Treasurer
Greenridge Tax District
12 Stage Rd.
775-0536

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Sincerely,

Marty Foncello

Martin J. Foncello, Jr.



7187
GREEN RIDGE
TAX DISTRICT
PROPOSED
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Attachment B
STATE OF CONNECTICUT
DEPARTMENT OF HEALTH SERVICES

August 11, 1987

Marty Foncello, President
Greenridge Tax District
11 Drover Road
P.O. Box 42
Brookfield Center, CT 06805

Dear Mr. Foncello:

I am writing with regard to Greenridge Tax Districts proposed exclusive service area. Greenridge's proposal conflicts with both Ironworks Aqueduct in Brookfield and the Newtown Water Company in Newtown. Due to the very late nature of your proposal, it is incumbent upon you to contact each of these parties and attempt to resolve this conflict prior to the next WUCC meeting to be held on August 20, 1987. You should be prepared to report to the WUCC on your progress in resolving this issue.

You should also be aware that your exclusive service area can not by regulation encompass the existing service area of another utility. Thus, Indian Field Homeowners Association, Ledgewood Association, Whisconier Village, Cedar Brook Condominiums, and Butternut Ridge will be excluded from your proposed service area.

In addition, since Greenridge Tax District is proposing a substantial expansion of its system, the Department of Health Services will require submittal of a long-term (5, 20 and 50 years) water supply plan pursuant to Section 25-32d-1 of the Connecticut General Statutes. Regulations regarding water supply plans and a plan guidance handbook are enclosed for your use.

I also urge you to carefully review the Preliminary Exclusive Service Area report prepared by the Housatonic WUCC which presents proposed rights and responsibilities for providing service within an exclusive service area. In general, Greenridge would be responsible for extending mains or providing satellite operations and management or developing new supply sources to serve any new public water supply within your proposed area.

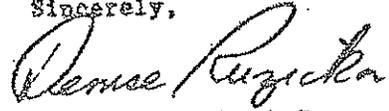
566-1253
Phone:
150 Washington Street — Hartford, Connecticut 06106
An Equal Opportunity Employer

M. Foncello

8/11/87

Please feel free to give me a call if you have any questions.

Sincerely,



Denise Ruzicka, P.E.
Planning Analyst II
Water Supplies Section

DR/es

cc: Kevin Moran, Newtown Water Co.
John Norwell, Ironworks Aqueduct Co.
Bill Webb, Greenridge Tax District
Jonathan Chew, Housatonic WUCC
Paul Schur, DOHS
Jim Okrongly, DOHS
Rick Albani, DPUC
Howie Sternberg, DEP
Sid Albertsen, OPM

3142E

Contact Addresses and Phone Numbers:

Kevin Moran
General Water Works Company
Newtown Water Company
11 Fort Hill Road
New Milford, CT 06776
Tel: 354-4118

John B. Norwell
Iron Works Aqueduct Company
No. Mountain Road, Box 74
Brookfield, CT 06804
Tel: 775-6586

3142E



Housatonic

THE NEW MILFORD WATER COMPANY • THE NEWTOWN WATER COMPANY • THE WOODSBURY WATER COMPANY

gwp
Denise

11 FORT HILL ROAD • NEW MILFORD, CONN. 06776 • (203) 354-4118

August 27, 1987

Mr. Marty Foncello, President
Greenridge Tax District
11 Drover Road
P.O. Box 42
Brookfield Center, Ct. 06805

Re: Exclusive Service Area; Greenridge Water Company

Dear Marty;

We have reviewed your revised request for an exclusive service area, as shown on a copy of the map entitled "Housatonic Water Utility Coordinating Committee Water Supply Service Areas" (enclosed). The Newtown Water Company hereby agrees with the request and will not serve the subject area.

Yours truly,
THE NEWTOWN WATER COMPANY

Kevin Moran
Manager

KM:kp
cc: Jonathan Chew, Housatonic WUCC
✓ Jim Okrongly, DOHS
Rick Albani, DPUC
Readers File
File



THE NEW MILFORD WATER COMPANY • THE NEWTOWN WATER COMPANY • THE WOODBURY WATER COMPANY

gmh
Denise

11 FORT HILL ROAD • NEW MILFORD, CONN. 06776 • (203) 354-4118

August 27, 1987

Mr. Marty Foncello, President
Greenridge Tax District
11 Drover Road
P.O. Box 42
Brookfield Center, Ct. 06805

Re: Exclusive Service Area, Greenridge Water Company

Dear Marty;

We have reviewed your revised request for an exclusive service area, as shown on a copy of the map entitled "Housatonic Water Utility Coordinating Committee Water Supply Service Areas" (enclosed). The Newtown Water Company hereby agrees with the request and will not serve the subject area.

Yours truly,
THE NEWTOWN WATER COMPANY

Kevin Moran
Kevin Moran
Manager

KM:kp
cc: Jonathan Chew, Housatonic WUCC
✓ Jim Okrongly, DOHS
Rick Albani, DPUC
Readers File
File



THE NEW MILFORD WATER COMPANY • THE NEWTOWN WATER COMPANY • THE WOODBURY WATER COMPANY

gmp
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August 27, 1987

Mr. Marty Foncello, President
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Re: Exclusive Service Area; Greenridge Water Company

Dear Marty;

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Kevin Moran
Manager

KM:kp
cc: Jonathan Chew, Housatonic WUCC
✓ Jim Okrongly, DOHS
Rick Albani, DPUC
Readers File
File

Attachment D

FILE EX. SER.
AREA

REMINDER

The attached statement of confirmation of service area forms must be completed and submitted by November 1, 1987.

DR/es
Encl.

3585E

Housatonic Water Utility
Coordinating Committee

NOTICE

TO: Housatonic WUCC Members

FROM: Bill Buckley, Co-Chairman
Steve Polizzi, Co-Chairman

DATE: September 28, 1987

RE: Statement of Confirmation of Service Area

In order to finalize each public water company's exclusive service area, the Housatonic WUCC is hereby notifying public water suppliers that a Statement of Confirmation of Service Area must be prepared and submitted by November 1, 1987. This statement serves to formalize each water company's proposed future service area. It consists of a future service area description, appropriate scale maps, and confirmation sheets to be signed by the utility and the WUCC. Final approval and signing of the statement by the Department of Health Services (DOHS) will occur once the Statement of Confirmation of Service Area is deemed consistent with your water company's water supply plan.

As you know, in January of 1987 water companies submitted preliminary exclusive service area declarations. The Statement of Confirmation of Service Area is required to finalize and more accurately detail the areas proposed in earlier submissions. This is the last opportunity to propose an exclusive service area. **PUBLIC WATER SUPPLIERS WHICH DO NOT REPLY WILL BE ASSIGNED THEIR EXISTING SERVICE AREA ONLY** This will limit a water company's ability to expand.

To receive a Statement of Confirmation of Service Area form please contact Denise Ruzicka of the Department of Health Services, Water Supplies Section at (203) 566-1253. Questions on exclusive service areas can be directed to Denise or the WUCC's consultant Bruce Pierstorff of Havens and Emerson at (617) 350-6622.

Statements of Confirmation of Service Area must be prepared and submitted by November 1, 1987.

Submit by November 1, 1987 to:

Bruce Pierstorff
Havens and Emerson, Inc.
Consulting Engineers
120 Boyston Street
Boston, MA 02116

Maps and descriptions must be of sufficient detail to clearly delineate the extent of service in relation to local roads and development patterns. Distribution system maps are generally an adequate base on which to indicate the proposed future or exclusive service area.

BB/SP/DR/es

cc: Secretary of State
Municipal Clerks
DEP, OPM, DPUC, DOHS

3477E

STATEMENT OF CONFIRMATION OF EXCLUSIVE SERVICE AREA BOUNDARIES
HOUSATONIC PUBLIC WATER SUPPLY MANAGEMENT AREA

Whereas, in accordance with Public Act 85-535, each utility in the Housatonic Public Water Supply Management Area, is granted the right to delineate its future service area thereby establishing the utility's exclusive service area boundaries, and

Whereas, the Housatonic Water Utility Coordinating Committee has formally requested such exclusive service area designations from all member utilities and has received such designation from all interested utilities within the Housatonic Public Water Supply Management Area, and

Whereas, the Housatonic Water Utility Coordinating Committee has reviewed the bounds of the exclusive service area herein described and confirms that no conflict exists with other member utilities,

Therefore, the undersigned parties, agree and concur with and will abide by the following provisions:

1. Service Area Boundaries: The undersigned parties acknowledge that the attached description (Attachment A) and/or map(s) (Attachment B), accurately identify(ies) the named utility's exclusive service area.
2. Adjacent Utilities: Unless separate agreements are developed with adjacent utilities, the undersigned utility agrees that all adjacent utilities will be entitled to provide future water service within their existing service area designated on Plate III or within their exclusive service area similarly defined in each adjacent utility's Statement of Confirmation of Exclusive Service Area Boundaries. Each utility will be entitled to provide water service to all existing (on date specified below) customers and on both sides (one lot deep) of all streets within the bounds of its existing or exclusive service area.
3. Boundary Adjustments: If at some time in the future, it is in the best interest of the undersigned utility to make service boundary adjustments, such adjustments must have the written approval of all parties and the appropriate regulatory authority (DOHS). Such adjustments must be reconfirmed by completion of a new Statement of Confirmation of Exclusive Service Area Boundaries.

ATTACHMENT A

WRITTEN DESCRIPTION OF EXCLUSIVE
SERVICE AREA BOUNDARY

ATTACHMENT B

MAP(S) OF EXCLUSIVE SERVICE AREA

Title

Date

The undersigned party (utility) has executed this Statement of Confirmation as of _____ Date _____.

Utility

Representative

Title

The undersigned representative(s), authorized to act on behalf of the WUCC, agree with this Statement of Confirmation as of _____ Date _____.

WUCC Representative

WUCC Representative

Receipt Acknowledged:

DOHS Representative

Date

Attachment E

FILE
EX. SER. AREAS

GREENRIDGE TAX DISTRICT
P.O. BOX 42
Brookfield Center, CT 06805

October 26, 1987

Ms. Denise Ruzicka
State of Connecticut
Department of Health Services
Water Supplies Section
150 Washington St.
Hartford, CT 06106

Dear Denise:

The Greenridge Tax District hereby submits its Statement of Confirmation of Exclusive Area Boundaries. The forms, description and map excerpt (from Plate III) are attached.

On August 1, 1987, the Greenridge Tax District submitted the proposed boundaries for its Exclusive Service Area to the WUCC and DOHS. We were told that there were two areas of "conflict": one, in Newtown, with the Newtown Water Company and, the other, in Brookfield, with Ironworks. We contacted both water companies and came to agreement as to our new boundaries (see Attachment A). There were no remaining conflicts. As such, we consider this to be the final draft of our Exclusive Service Area Boundaries.

Please accept these documents and notify us at once if there are any problems.

Sincerely,



Martin J. Foncello, Jr.
President
Greenridge Tax District
203-775-3531 (Home)

STATEMENT OF CONFIRMATION OF EXCLUSIVE SERVICE AREA BOUNDARIES
HOUSATONIC PUBLIC WATER SUPPLY MANAGEMENT AREA

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The undersigned party (utility) has executed this Statement of Confirmation as of 10/26/87 Date

Greenridge Tax District
Utility Brookfield, CT

Master J. Bruce De, Jr.
Representative

President
Title

The undersigned representative(s), authorized to act on behalf of the WUCC, agree with this Statement of Confirmation as of _____ Date

WUCC Representative

WUCC Representative

Receipt Acknowledged:

DOHS Representative

Date

ATTACHMENT A

WRITTEN DESCRIPTION OF EXCLUSIVE
SERVICE AREA BOUNDARY

for the

GREENRIDGE TAX DISTRICT

[Refer to the portion of Plate III which appears as Attachment B.]

Beginning at the intersection of South Obtuse and Cross Roads in Brookfield, head Southeast along South Obtuse to the Brookfield - Newtown border. Continue in a straight line in a Southeasterly direction into Newtown until you reach the gas pipeline. This line represents the Eastern boundary of the Exclusive Service Area.

Beginning at the intersection of South Obtuse and Cross Roads in Brookfield, head West along Cross Road. Continue in a straight line in a Westerly direction beyond Tower Road until you reach the boundary formed by the "large black dots". Head South along the "black dot" boundary until you reach the corner of the black dotted area which touches the current area assigned to the Greenridge Tax District (i.e., area # 48). Head West along the "black dot" boundary until you reach Stony Hill Road. This line represents the Northern boundary of the Exclusive Service Area.

Beginning at Stony Hill Road at the Northern boundary of the Exclusive Service Area, head South along Stony Hill Road until you reach the railroad tracks. This line represents the Western boundary of the Exclusive Service Area.

Beginning at the railroad tracks at the southern end of the Western boundary, head East along the railroad tracks until you reach the gas pipeline. Head East along the gas pipeline into Newtown until you reach the portion of the pipeline which represents the southern end of the Eastern boundary. This line represents the Southern boundary of the Exclusive Service Area.

It is understood that, within the boundaries of the aforementioned Exclusive Service Area, the areas numbered 49, 50 and 51 are excluded from Greenridge's Exclusive Service Area since they are Exclusive Service Areas in and of themselves.

It is also understood that someone needs to define the exact geographical boundaries of the "large black dots" so that the portions of our area which meet the dotted area can be properly defined.

ATTACHMENT B

MAP(S) OF EXCLUSIVE SERVICE AREA

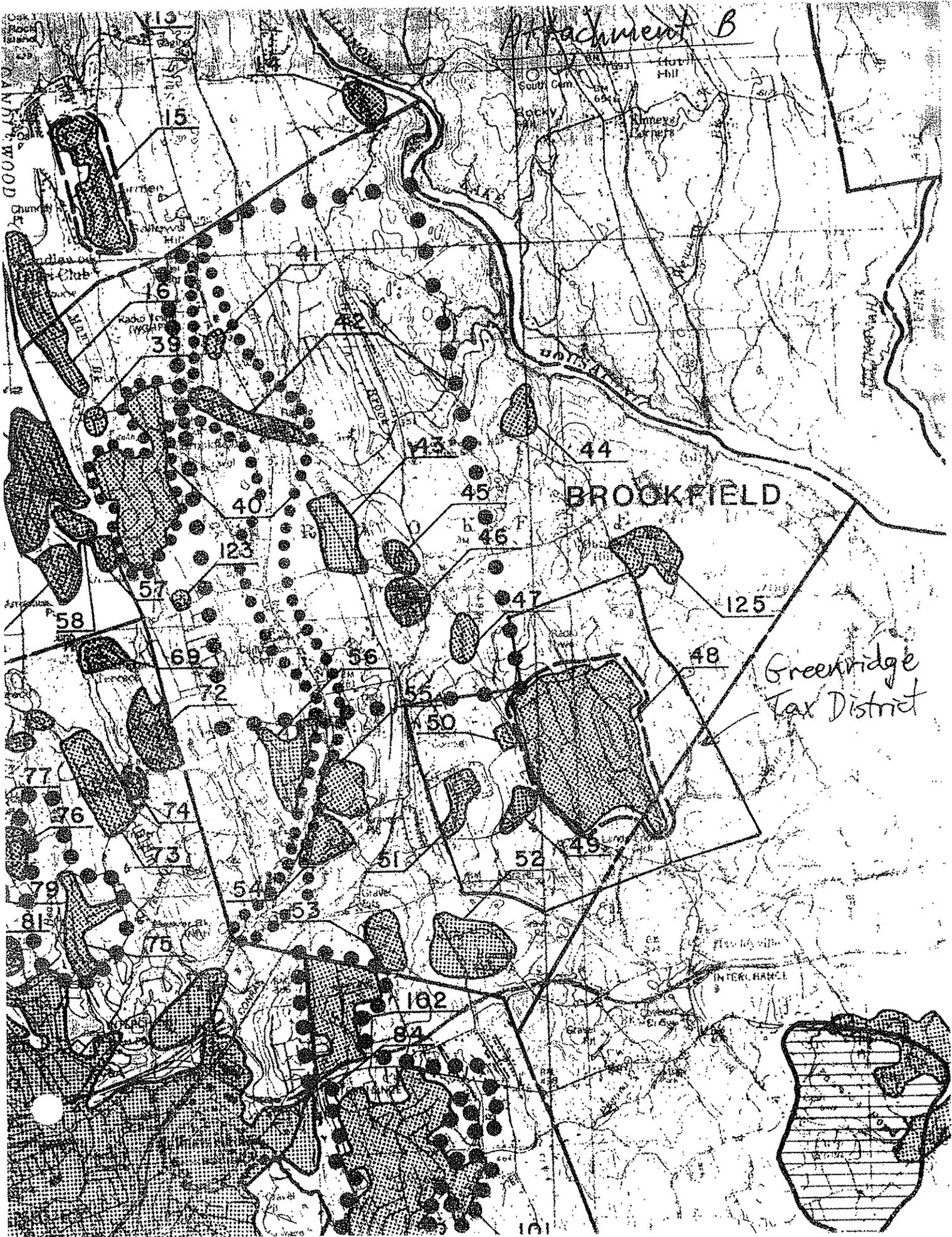
Title

Date

Plate III (see attached)

10/26/87

Attachment B



Attachment F

GREENRIDGE TAX DISTRICT

GREENRIDGE TAX DISTRICT
P.O. BOX 42
Brookfield Center, CT 06805

October 26, 1987

Mr. Bruce Pierstorff
Havens and Emerson, Inc.
Consulting Engineers
120 Boylston Street
Boston, MA 02116

Dear Mr. Pierstorff:

The Greenridge Tax District hereby submits its Statement of Confirmation of Exclusive Area Boundaries. The forms, description and map excerpt (from Plate III) are attached.

On August 1, 1987, the Greenridge Tax District submitted the proposed boundaries for its Exclusive Service Area to the WUCC and DOHS. We were told that there were two areas of "conflict": one, in Newtown, with the Newtown Water Company and, the other, in Brookfield, with Ironworks. We contacted both water companies and came to agreement as to our new boundaries (see Attachment A). There were no remaining conflicts. As such, we consider this to be the final draft of our Exclusive Service Area Boundaries.

Please accept these documents and notify us at once if there are any problems.

Sincerely,



Martin J. Foncello, Jr.
President
Greenridge Tax District
203-775-3531 (Home)

STATEMENT OF CONFIRMATION OF EXCLUSIVE SERVICE AREA BOUNDARIES
HOUSATONIC PUBLIC WATER SUPPLY MANAGEMENT AREA

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The undersigned party (utility) has executed this Statement of Confirmation as of 10/26/87
Date

Greenridge Tax District
Utility Brookfield, CT

Martin J. Fusella, Jr.
Representative

President
Title

The undersigned representative(s), authorized to act on behalf of the WUCC, agree with this Statement of Confirmation as of _____
Date

WUCC Representative

WUCC Representative

Receipt Acknowledged:

DOHS Representative

Date

ATTACHMENT A

WRITTEN DESCRIPTION OF EXCLUSIVE
SERVICE AREA BOUNDARY

See map

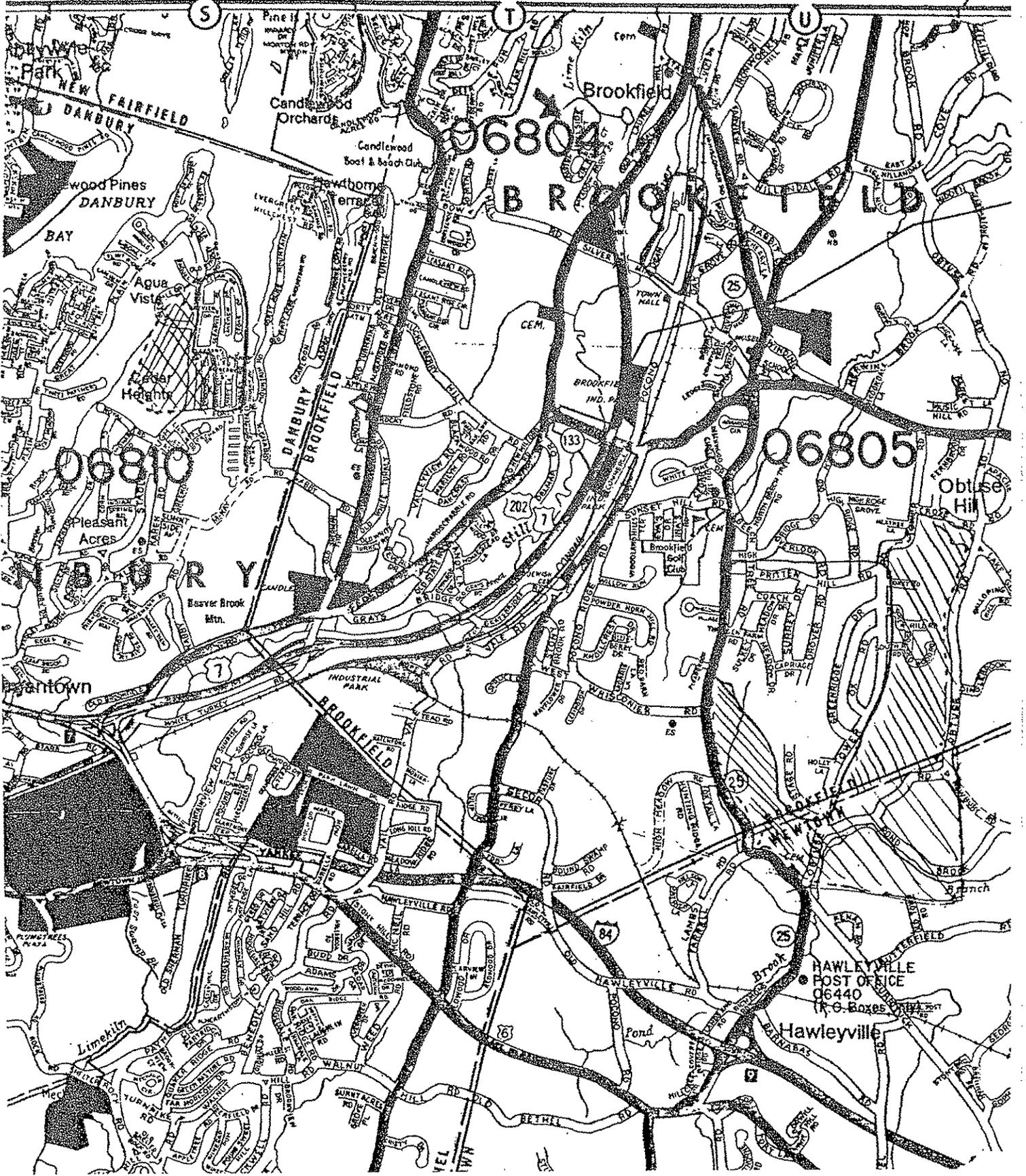
ATTACHMENT B

MAP(S) OF EXCLUSIVE SERVICE AREA

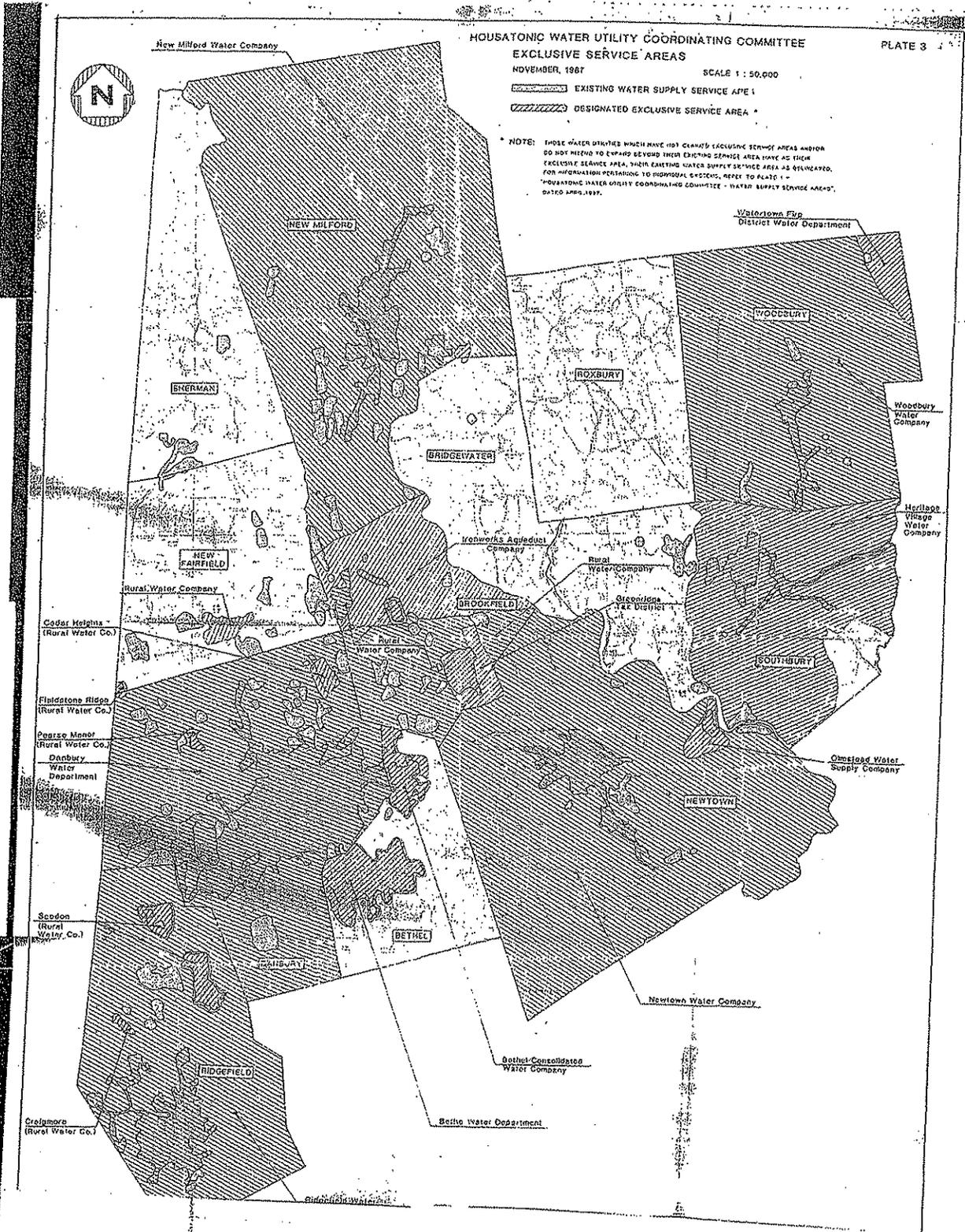
<u>Title</u>	<u>Date</u>
Plate III (see attached)	10/26/87

Revised map attached based upon agreement with Rural Water Co.

AGREEMENT BETWEEN GREENRIDGE/RV
FOR ADJOINING AREA SEE MAP NO. 20



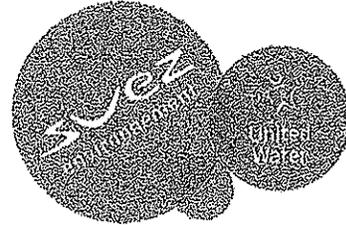
Attachment C



Attachment

Kevin Moran
Development Manager

UNITED WATER CONNECTICUT
110 Kent Road, New Milford, CT 06776-3400
Tel: 860-354-4118 • Fax: 860-355-4788
kevin.moran@unitedwater.com



May 18, 2009

Mr. Stephen Polizzi
Rural Water Co., Inc.
225 Greenwood Ave.
Bethel, CT 06801

Subject: Request for Service Area in the Rural Water Company Exclusive Service Area

Dear Steve,

Enclosed is a drawing depicting the service area that United Water Connecticut (UWCT) is requesting be designated to it by Rural Water Company.

By way of explanation, UWCT has been directed by the Department of Public Utility Control and the Department of Public Health to provide water service to the Greenridge subdivision located off of Wisconier Rd., Route 25 in Brookfield, CT by means of a water main extension (interconnection) from UWCT's Newtown system. This interconnection will run through Rural's Southern Brookfield service area to the Greenridge subdivision.

UWCT hereby requests that Rural turn over to it the service area as depicted in the attached drawing titled "UWCT Request for Brookfield, CT Service Area from Rural Water".

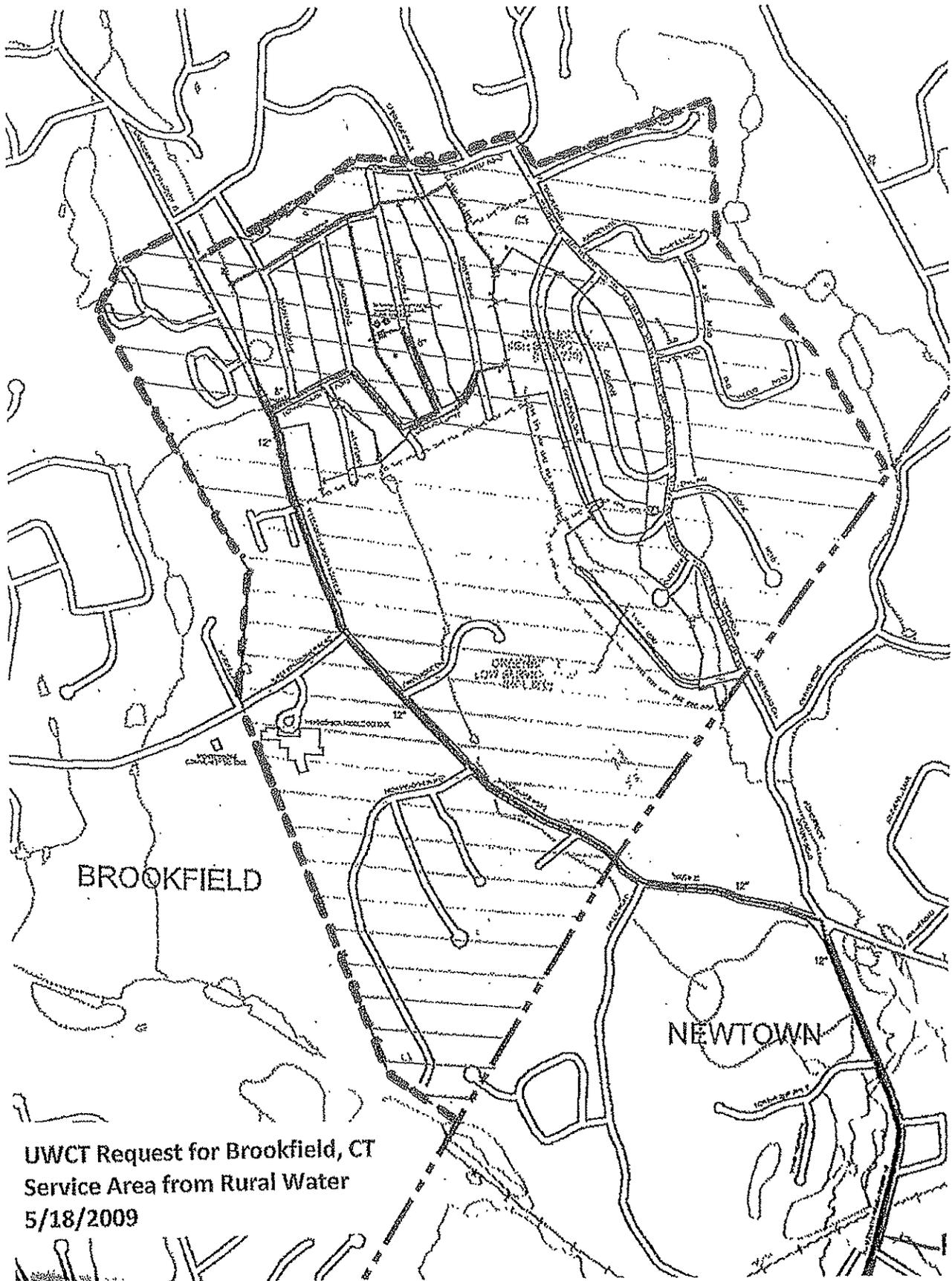
This request will be discussed at an upcoming Water Utility Coordinating Committee meeting at a time yet to be set.

Thank you for your consideration of this matter.

Sincerely,

Kevin Moran,
Development Manager
KM:hs

c. Steve Houst.



UWCT Request for Brookfield, CT
Service Area from Rural Water
5/18/2009

Attachment I

Housatonic Water Utility Coordinating Committee

Minutes of 17 June 2009 meeting
Brookfield town hall

- 1) Call to order at 01:10 PM by Co-Chairman Russ Posthauer

Prior to the meeting, co-Chair Posthauer had asked Jim Mellett of New Fairfield serve as secretary pro tem.

Attendees: As recorded on attendance sheets:

Richard Amorossi	Brookfield Water Company
Shaun O'Farrell	Whisconnier Village
Shawn Barrett	High Meadow Condos
Bob Bernhardt	Candlewood Trails Association
Erik Bernard	Aquarion Water Company
Ron Black	Olmstead Water Company
William E. Cates	Water System Solutions
Frank Cochran	Cooper, Whitney, Cochran, Francois
David Connors	Aquarion Water Company
David Day	Danbury Water Department
Rick Ellis	Garden Homes Management, New Milford
Joe Emons	High Meadow Condos
Tom Fisher	Indian Fields Homeowners Assn.
David Giardano	Water Systems Solution & Design
Lori Mathieu	State of CT, DPH
Jim Mellett	New Fairfield resident
Steve Messer	State of CT-DPH
Kevin Moran	United Water CT
Andrew Morosky	Town of Bethel
Robert Parker	Brookfield Water Company
M. B. Polizzi	Rural Water Company
Russ Posthauer	Candlewood Springs
Steve Polizzi	Rural Water Company
Peter Robinson	5 Nabby Road, Brookfield

Other attendees did not sign either attendance sheet.

- 2) **Opportunity for Public Participation.**

Peter Robinson asked about delays in approving water systems, and asked how one could speed up the process. Lori Mathieu and Steve Messer noted that ownership issues and easements had to be finalized before the state (DEP and DPH) could act.

- 3) **Approval of Minutes from 6 November 2008 meeting.**

Motion to accept made by Bob Parker, second by Steve Polizzi. Mr. Polizzi noted that the minutes had just been distributed and no one would have had time to read them before approval. Lori

Mathieu said that the state's policy was to try and go to paperless systems. After further discussion, minutes were then approved unanimously.

- 4) **Department of Public Health Presentation.**
Steve Messer opened the presentation with a Powerpoint program (appended to these minutes, with relevant sections inserted) to discuss the state's regional concerns about water systems.

Top 10 List for Future State Water Planners

- ◆ The American Water Resources Association's 2008 meeting included the following "**Top Ten List for Future State Water Planners**":
- ◆ 1) **Start by Developing a Vision.** A product that is cost-effective and that resonates with policy-makers is one in which participants brainstorm what they want the landscape to look like in 20 or 50 years, putting recommendations up front and identifying benchmarks that help get there. By comparison, plans often start with data collection and a gap analysis, which is resource intensive and controversial.
- ◆ 2) **Develop a Political Plan.** This is the piece that will make a technically good plan into a politically acceptable plan. It includes the development of an overall game plan and identifies up front which issues may be deal makers versus deal killers.
- ◆ 3) **Build a Solid Foundation on Water Law.** Planners must convey how they plan to allocate any "new" water (i.e., have water laws in place and well understood). Certainty helps build and maintain support during the planning process.
- ◆ 4) **Establish Funding Sources.** Planning is not a one-time effort. On-going funding is a key ingredient to ensure buy-in, participation, quality, and implementation of each plan. Find a dedicated funding source, but also leverage additional funding. Integrated planning that includes quality and quantity, water and land, etc., helps leverage additional funds from the federal government, foundations, etc.
- ◆ 5) **Employ an Open, Transparent Process.** Give stakeholders plenty of opportunities to suggest goals, methodologies, data sources, and content. Post documents on-line so they are easy to access. Establish Advisory, Stakeholder, and/or Technical Groups that will ensure a wide range of perspectives and expertise.
- ◆ 6) **Turn Challenges into Opportunities.** Challenges such as droughts, floods, climate change conditions, population growth, or other water-related events provide opportunities to establish or strengthen a water plan. Water challenges can provide needed insights and political support to improve plans and their implementation.
- ◆ 7) **Collaborate across Political Boundaries.** Planning is an inherently political process and must account for the fact that multiple counties, states, and even countries depend on water from the same river basins, watersheds, and aquifers.
- ◆ 8) **Use Regional Partnerships to Create Local Solutions.** In states with limited financial resources, supporting a series of disconnected local projects is no longer practical. Foster region-wide or basin-wide partnerships that will account not just for water quantity, but also water quality, ecological needs, land-use planning, and other factors.
- ◆ 9) **Standardize Data Sets and Methodologies.** Robust, state-wide forecasting tools, water budgets, and program evaluations require access to data sets that are developed with standardized methodologies. Use incentives to encourage the adoption and sharing of these methodologies.
- ◆ 10) **Strive for Consistency (and Flexibility)!** Provide a sense of continuity by building upon the work begun in previous plans and studies. At the same time, those with a background in planning recognize that times change, leaders change, and so does climate. Address important issues of the day to keep your plan relevant. As much as anything, this process is about managing "change," not just managing "water."

- ◆ The WUCC believes that a form of financial incentives is needed to deal with orphan (failing) utilities. Ideally, a grant and/or loan system designed to allow the failing system to solve its own problems is preferred. However, if it is determined by DPUC that the failing system is incapable of generating its

own solution, then financial assistance programs, such as the following, should be considered to allow the designated utility to rectify the immediate supply problems as well as bring the failing utility's entire system up to par:

- ◆ 100% grants
- ◆ Combination grants and loans
- ◆ Revolving state loans with zero interest
- ◆ Guaranteed (state backed) loans from local lending institutions

Ellen Blaschinski from DPH was introduced. She is working on the plan to establish a Water Utility Coordinating Committee Technical Advisory Group to be set up to provide guidance for all local WUUCs in meeting future challenges in water supply issues. The plan is to provide procedural guidelines for amending Exclusive Service Areas (ESAs) and other issues. The group should be expanded to include and obtain input from citizens, municipal officials, health directors, and environmental groups. The new group will not exist to fund projects.

WUUC membership for water systems serving more than 25 people was established in February 1985 for a few hundred systems. There are now over 3,000 in the state, in 7 areas. CT would like to see the number of areas reduced to 3.

- The first regional forum [to discuss consolidation] has been scheduled for the Northeast management area and will be held July 14, 2009 in Ashford at the Knowlton Memorial Hall auditorium. A mechanism needs to be developed to consolidate the existing public water supply management areas.
- Given the changes that have taken place in Connecticut and the water industry over the past twenty years, the planning process would be more effectively served by consolidating the current structure of seven areas into a more manageable structure of three or four areas based upon similar water supply issues.
- *DPH will facilitate this issue by convening a Commissioner's WUCC Advisory Committee, initially comprised of existing statewide WUCC Chairs, to make recommendations on potential revisions to the existing WUCC management areas and how to best incorporate the areas yet to be convened into the existing process.*
- *The DPH will also sponsor regional forums in 2009 in the three management areas yet to be convened. These regional forums are intended to apprise chief elected officials, regional planning officers, local health directors and Community public water systems of the WUCC process and to seek their input for necessary changes to the process that may suit their respective communities in ensuring an adequate supply of water for all residents.*
- Major challenges in the Housatonic WUCC management area include the immediate need for new sources of supply at Danbury Water Department, United Water-CT New Milford Division; Heritage Water-Southbury; and in the Towns of Brookfield and New Fairfield.
- This WUCC management area currently has the most pressing need in the state for additional sources of supply and public health, safety, and economic development all will be affected if regional partners do not work together to bring additional supply into the area.
- Working together and with municipal leaders to craft a regional solution to resolve water supply issues/needs in Bethel, Brookfield, Danbury, New Fairfield, New Milford, Newtown, Ridgefield, and Southbury is the major challenge facing the water suppliers in the this management area.
- The vast majority of the municipalities within the Housatonic WUCC management area would benefit greatly from the resolution of this current water availability problem.
- One possible regional option would be to connect Danbury Water Department as a regional hub for water supply in the Housatonic area to Aquarion of CT whose water mains are currently located approximately one half mile away on Route 7 in Ridgefield.

Steve Polizzi complimented Mr. Messer on his tenacity in pursuing water issues in the state. He asked how the DPH will be part of the process. Ray Gabarosi said that many people are not now at the meeting. How do we get more participation? Mr. Messer said 2 factors will operate; one is the momentum and enthusiasm that appears to have arisen in this meeting, and the other is having attorneys work with local WUCCs, which could make their own rules on changing ESA's, etc. Important to have town officials, BOS and other town leaders involved.

Russ Posthauer and Steve Polizzi noted that the Housatonic Valley Council of Elected Officials (HVCEO) now represents the towns in planning issues. Steve Messer said we need more participation and suggested the HWUCC send personal invitations to each town official. Russ Posthauer then said we should add officials as voting members.

Bob Parker asked Steve Messer what authority and resources will WUCCs have at state level. Right now the WUCC is a monopoly. He asked if the town BOS and BOF would have authority and responsibility. Lori Mathieu said we must deal with supply and demand issues. We should have a 50-year plan, and be looking at solutions to problems.

Bob Parker said he has been a WUCC member since 1997-1998, we are a passive group. Parker said that top-down leadership requires authority. The state should delegate more to the WUCCs. Steve Messer said the state would look at everything.

Russ Posthauer notes that when problems arise, the HWUCC meets. We should be looking at the regional picture, and should take a more active role.

Bob Parker asked why the DPUC and DOH want to reduce the number of water systems. Steve Messer said that the eastern half of the state is far ahead of the western part in terms of infrastructure and regional plans. Messer continued that a number of water engineers in the state are concerned about supplies for their grandchildren.

Bob Parker said we develop patchwork solutions. If the DPUC and DPH want to reduce the number of water companies, would they support regionalization? Steve Messer noted that because "water is a safe investment," funding would not be a problem.

Leonard de Palma of Ledgewood Condos, which has 38 units, asked about the unfairness of having seniors in his complex fund water systems that go to younger families. This should be a town problem. Steve Messer said that these are state regulations.

Joe Emons of Brookfield made a query about material on the DPH website. Russ Posthauer said that many small companies do not know about the WUCC at all.

Request by Russ Posthauer to switch items 5 and 6 on the agenda. Motion made by Steve Polizzi, second by Kevin Moran. Motion approved unanimously.

5) **Request from Cooper, Whitney, Cochran and Francois, Attorneys representing High Meadow Association, Inc., for discussion or Rural water's "breach of its obligations to provide service to customers within its service area." See letter dated May 5, 2009.**

Prior to Mr. Cochran's comments, Steve Polizzi noted that a pipeline was in existence on Federal Road and another line will serve 4 condos, including High Meadow, Long Meadow, Silvermine and Ledgewood. Plans and bids have already been approved. Brookfield will fund the pipeline, and then turn the system over to Rural Water.

Mr. Cochran then stated that all participants have been trying to move forward on resolving the issue. DPH had issued an order. This required attorneys to find a solution. They needed specifics coming from all parties to agree upon a plan. No hearing has been held yet, but a stronger commitment from DPH was needed. Mr. Cochran had a number of discussions on this matter, and had resolved their differences. Mr. Posthauer said that there is no need for the WUCC to discuss this further.

Bob Parker said that the term "breach of obligations" should be stricken from any discussion because there were many new participants, a great deal of misinformation was out there. Many parties contributed to the delay, and the burden should not be put on Rural Water. Many delays were from attorneys for some of the condos who obstructed movement. Shawn Barrett of High Meadow condos said that one attorney in particular was responsible for the delay.

6) **Request for a portion of Rural Water Company's ESA to be granted to United Water Connecticut.**

Kevin Moran of United water noted that he inherited the ESA, which included Greenwood condos. United Water is clarifying the expanded ESA and plans to run a water line from Newtown United Water, which needs approval. Someone noted that the water in the condos contained radon. The state chose United Water to run the main from Route 6 to Route 25, past the tracks to Whisconnier Road and make a right into Greenwoods. Rural Water is now doing regionalization, and will cede the ESA to United. The map will have to be revised. Emily McFadden asked who would pay for all of this?

Don Morrissey of Aquarion said that United already owns the ESA, and what is required is a more accurate map.

A motion was made to transfer the ESA to United Water, passed unanimously.

7) **Old Business.**
No old business.

8) **New Business.**

Kevin Moran said that United will close on Bethel Consolidated Water Company. The unit has expanded, and he will revise boundaries and produce new maps. Mr. Moran requested approval for an expanded Bethel Consolidated Water. Erik Bernard had a question about any company claiming unclaimed ESAs. Andrew Morosky said that all of this information should be available ahead of time to make a decision. Steve Polizzi asked if we should approve the request. Rick Amorossi made a motion to table and continue this discussion at a later meeting, seconded by Steve Polizzi. Approved unanimously.

Emily McFadden said that there once was a water line on Silvermine Road and this was supposed to serve Green Ridge Condos. There was a surcharge to the customers receiving the water. Ms. McFadden asked who would pay for all of this? Bob Silvaggi said that Brookfield had set aside \$1.6 million to fund the water lines.

Mr. Cochran said that it would be a good idea to consolidate all of the condo systems, including High Meadow.

Donna Colbert of the Newtown Health Department asked if United had enough water to supply all of these units, including Greenwood? Kevin Moran said there was sufficient water.

Establish subcommittee to explore regional water supplies.

Russ Posthauer said that this group would include not just one person from the water companies, but also town officials as well. He asked who would volunteer for this group? He complimented Mr. Hodge and Mr. Silvaggi for their presence at this meeting. Those who volunteered included all representatives of water companies who were present, as well as Bob Silvaggi, Donna Colbert from Newtown, John Hodge, and Steve Messer. Russ asked Mr. Mellett (secretary pro tem) if he would volunteer, and Mr. Mellett said that he was there as a private citizen and could not vote. Mr. Hodge said that Mr. Mellett had no right to be present without the express approval of the New Fairfield BOS. Russ Posthauer said that no secretary was available at the start of the meeting, and he drafted Mr. Mellett to serve as recording secretary.

Russ Posthauer said that local health directors should be involved as well in the subcommittee. Jim Vocolina of the DPUC said he would also participate.

9) **Date(s) for future meeting(s): Annual meeting proposed for 2nd Tuesday in November.**

The date for the next HWUCC meeting was set for 15 July 2009 at 1:00 PM. Steve Messer said that was a good time of day for him and other state reps. The new subcommittee would be discussed then.

Mr. de Palma asked about the required testing of water at his condo, and could the number of test be reduced? Lori Mathieu said that testing is a state DPH requirement, and must be done.

10) **Adjournment.**

Meeting adjourned at 03:20 PM.

Respectfully submitted 24 June 2009,

James S. Mellett, New Fairfield,
Secretary pro tem HWUCC

Attachments

Housatonic Water Utility Coordinating Committee

Minutes of July 15, 2009 meeting
Brookfield Town Hall

- 1) Call to order at 1:07 pm by Co-Chairman Russ Posthauer

Prior to the meeting, Co-Chair Posthauer asked Jim Mellett of New Fairfield to serve as secretary pro tem.

Attendees: As recorded on attendance sheets:

Richard Amorossi	Brookfield Water Co.	ric.amorossi@gmail.com
Erik Bernard	Aquarion Water Co.	ebernard@aquarionwater.com
Ron Black	Olmstead Water Co.	ronwblack@msn.com
Donna Culbert	Newton Health Dept.	newtownhealthdirector@earthlink.net
Bill Davis	1 st Selectman, Southbury	
David Day	Danbury Water Dept.	d.day@ci.danbury.ct.us
Casey Fleming	State of CT, DPH	casey.fleming@ct.gov
Ed Edelson	PRWC	eedelson@pomperaug.org
Antonio Iadarola	Danbury Public Works Dept.	a.iadarola@ci.danbury.ct.us
Lori Mathieu	State of CT, DPH	lori.mathieu@ct.gov
Jim Mellett	New Fairfield resident	jsmellett@mags.net
Steve Messer	State of CT, DPH	steve.messer@ct.gov
Kevin Moran	United Water CT	kevin.moran@unitedwater.com
Robert Parker	Brookfield Water Company	
Steve Polizzi	Rural Water Company	stevep0511@sbcglobal.net
Russ Posthauer	Candlewood Springs	russellposthauer@ccaengineering.com
Bob Silvaggi	1 st Selectman, Brookfield	
Dr. Ray Sullivan	Health Director, Brookfield	rsullivan@brookfield.org

Other attendees did not sign the attendance sheet.

- 2) **Opportunity for Public Participation.**
No public comments.
- 3) **Approval of minutes from June 17, 2009 meeting.**
Because the minutes were just distributed at this meeting, approval was postponed to the next meeting. The minutes will be posted online at DPH's website.
- 4) **Request of United Water of Connecticut, who will soon be the owners of the Bethel Consolidated Water Company (BCWC), to expand the ESA of BCWC into unclaimed service area in the town of Bethel.**
Kevin Moran noted that the unclaimed area he wants included in his expanded ESA will tie into an area served by United Water of Newtown. Bob Burke of Bethel Water Department was contacted and said that neither he nor Ron Black intends to serve this area. Bethel Water Department did not respond to a request for a written approval of the ESA expansion. A motion was made to place this item on the agenda of the next HWUUC meeting when more review

time and an appropriate map had been made available to the WUCC members prior to voting on this issue. The motion passed unanimously. Lori Mathieu pointed out that local towns do not know of their obligations and responsibilities in dealing with requests to change ESA's.

5) **Department of Public Health Presentation.**

This item was already covered in the June 17, 2009 meeting.

6) **Old Business.**

No old business.

7) **New Agenda Item; PRWC Presentation.**

Kevin made a request to place as an agenda item a presentation to be made by Ed Edelson of the Pomperaug River Watershed Coalition (PRWC) on using a tabletop exercise to test a community's response to a severe drought. The group was initially founded to evaluate concerns about water quality in the watershed. UCONN selected this group to run the exercise. The plan was to bring together a coalition of groups, including water companies, local and state officials, the USGA, and environmentalists. A total of 70 people were invited to the meeting.

Pomperaug Water Allocation Planning Study – Corrective Actions

No.	ISSUE	CORRECTIVE ACTION
1	Development of local ordinances to restrict the use of water supplied by a water company or via a private well	EACH CITY OR TOWN NEEDS TO PROMULGATE THEIR OWN ORDINANCE TO ESTABLISH ENFORCEABLE LIMITATIONS ON THE USE OF WATER DURING EMERGENCIES. THE STATE OF CONNECTICUT HAS DEVELOPED A MODEL WATER USE RESTRICTION ORDINANCE.
2	Integration of drought emergencies into the municipal emergency planning process	MUNICIPAL EMERGENCY OPERATIONS PLANS PRESENTLY LACK A DROUGHT EMERGENCY AS A SCENARIO TO BE ASSESSED AND PREPLANNED FOR. AS A CATALYST FOR MANDATING THIS ACTION, THERE NEEDS TO BE PROACTIVE COMMUNICATION WITH STATE REPRESENTATIVES PROPOSING THAT SUCH LEGISLATION BE ENACTED.
3	Implementation of the Incident Command System by all stakeholders in the water community	ALL STAKEHOLDERS, E.G., WATER SUPPLIERS, MUNICIPALITIES, STATE GOVERNMENT, NEED TO IMPLEMENT THE INCIDENT COMMAND SYSTEM TO FACILITATE COLLABORATION AND IMPROVE EFFICIENCY DURING WATER EMERGENCIES. THIS SHOULD INCLUDE TRAINING TO INVOLVED PARTIES ON A FORMAL AND PERIODIC BASIS.
4	Revisions/updates to the Connecticut Drought Preparedness and Response Plan published in 2003	<p>RESPONSE PLANNING IS AN ITERATIVE PROCESS. TO ENSURE THE SUITABILITY AND ACCURACY OF THE DIFFERENT PLAN ELEMENTS, THE PLAN SHOULD BE REVIEWED AND UPDATED ANNUALLY OR AFTER A MAJOR EVENT, AN EXERCISE, OR MAJOR ORGANIZATIONAL CHANGES.</p> <p>THE PLAN SHOULD INCLUDE A REGION-SPECIFIC PROCESS FOR DROUGHT DECLARATION AND RESPONSE PROCEDURES; INCLUDING A CLEAR PROCEDURE FOR DECLARING DROUGHT STAGES AND IDENTIFYING RESPONSE ACTIONS; AND IDENTIFYING AGENCY AND WATER SYSTEM RESPONSIBILITIES.</p> <p>ONCE THE STATE PLAN IS UPDATED, INDIVIDUAL WATER UTILITY PLANS (I.E., EMERGENCY CONTINGENCY PLANS) SHOULD BE UPDATED TO COORDINATE WITH THE STATE PLAN.</p>
5	Development of Risk Communication Plans	ALL STAKEHOLDERS, E.G., WATER SUPPLIERS, MUNICIPALITIES, AND STATE GOVERNMENT NEED TO DEVELOP A RISK COMMUNICATIONS PLAN INCLUDING MESSAGE MAPS TO FACILITATE THE TIMELY AND ACCURATE DISSEMINATION OF INFORMATION DURING EACH DROUGHT STAGE.
6	Assessment of risks to prioritize critical water users and lay the foundation for a water allocation plan	IN SUPPORT OF THE DEVELOPMENT OF A WATER ALLOCATION PLAN, A RISK ASSESSMENT BASED ON LIFE SAFETY, PROPERTY PROTECTION, PUBLIC PERCEPTION, AND BUSINESS CONTINUITY NEEDS TO BE CONDUCTED.

Housatonic Water Utility Coordinating Committee *Attachments 45*

Minutes of November 4, 2009 Meeting. Brookfield Town Hall

- Call to Order at 10:15 AM by Co-Chair Russ Posthauer. Introductions of attendees.

Attendance: As recorded on Attendance Sign-In Sheet:

Russ Posthauer:	Candlewood Springs, WUCC Co-Chair
Kevin Moran:	United Water CT, WUCC Co-Chair
Casey Fleming:	State of CT – DPH, DWS
Alex Tabotabai:	State of CT – DPH, DWS
Steve Messer:	State of CT – DPH, DWS
Bruce Witchen:	State of CT – OPM
Jim Vocolina:	State of CT – DPUC
Tom Caruso:	State of CT – DPUC
Bob Silvaggi:	Town of Brookfield
Drew Swanson:	Brookfield Water Advisory Board
Don Morrissey:	Aquarion Water Co.
Erik Bernard:	Aquarion Water Co.
Ron Black:	WSSD Inc, Olmstead Water Supply Co.
Andrew Morosky:	Bethel Public Utilities
Steve Polizzi:	Rural Water Co.
Rich Amorossi:	Brookfield Water Co.
Ralph Tedesco:	Town of Brookfield
Jerry Murphy:	Town of Brookfield
George Benson:	Town of Newtown
Terri Schnoor	DEP/WPLR
Marty Handshy	Brookfield Water Advisory Board
Keith Sorenson:	Heritage Village Water Co.
Dr. Ray Sullivan:	Brookfield Health

- Approval of minutes from 2 prior meetings, amended as noted:

- 06-17-09 Minutes, p.5, Item 6...amend quote from “said that” to “it was stated that”
- 06-17-09 Minutes, Don Morrissey attended , not David Connors
- 07-15-09 Minutes, Erik Bernard asked that minutes include reference that a discussion about contentious issues and how to resolve them was held, requiring further discussion, and that the State DPH provided options that other WUCCs have adopted.

- Discussion: Updating ESAs

Steve P. discussed the ‘new’ map and the need to redraw a more detailed and comprehensive map.

Steve M. discussed the procedures set forth by the WUCC in its November, 1987 report of Final Exclusive Service Areas (ESA). Each ESA holder was required by the WUCC to submit a “Statement of Confirmation of Exclusive Service Area Boundaries” and the report states, “If at some time in the future, it is in the best interest of the undersigned utility to make service boundary adjustments, such adjustments must have the written approval of all parties and the appropriate regulatory authority (DOHS). Such adjustments must be reconfirmed by completion of a new Statement of Confirmation of Exclusive Service Area Boundaries.” Steve M. went on to point out that revised statements of confirmation were never filed for ESA changes and that it is important that the WUCC keep up to date records of all ESA changes within the management area and follow its own procedures when those changes occur.

It was agreed that a clearly defined map should be created, following the original procedures, requiring review of original documents. The members requested that the map of the original ESA boundaries be distributed to everyone; Steve P. offered to get a copy to Russ P. to scan and send to everyone.

A committee was established to review existing ESAs (Rich A., Steve P., Ron B., Casey F., Erik B.) There was a discussion of what evidence is needed to determine the current ESA boundaries and DPH documents and Minutes of

previous meetings were cited as evidence that should be compiled. It was suggested that undocumented changes and assignments should be brought to the attention of the DPH and WUCC for discussion and determination. Rich A recommended that the towns' P&Z commissions and other municipal agencies should also be included in ESA planning, and that towns need copies of changes and should provide comments.

Steve M. stated that each water system has the right and obligation to serve their ESA as claimed and that it is for the benefit of each ESA holder that they ensure that their ESA boundaries and any changes to them are properly documented and approved. Casey F. requested that all ESA holders each provide a map of what they believe their current ESA to be so that it can be documented, compared with existing records, and determined if any disputed territory exists.

• **Discussion: Request of United Water CT to expand ESA into unclaimed area of Bethel**

Copies of a map of the proposed change were passed around and had also been made available on the DPH website.

Kevin M. stated that Bethel public works has reviewed and supports the proposed expansion, as shown on map.

A question was raised as to whether a diversion permit is in place.

After a brief discussion, a Motion was made and seconded to Approve the United Water CT expansion of their ESA into the unclaimed service area in Bethel as shown on their submitted map. Don M. asked if proper procedures have been followed regarding this matter. Steve P. recommended that this issue be resolved and approved now. A discussion was held that the motion be amended to make the approval contingent on a letter from United Water CT stating that proper procedures have been followed. Steve M. stated that such documentation will be required by the DPH as well.

The motion was Approved.

• **Old Business:**

Erik B. raised a motion that "this WUCC not entertain any further contentious changes to the existing ESAs until procedures for doing so are established and agreed upon."

Discussion: It was noted that the 1986 procedures are already in place. Discussion held on membership, voting procedures and rights. Steve M. stated that the DPH is trying to help get consistency between the different WUCCs in the state. Russ P. asked Erik B. to chair a committee to review such procedures. Steve P., Steve M., Jerry M., and Russ P. stated interest in being on such a committee.

The motion was voted on and Approved.

Don M. raised a question regarding clarification of how the HWUCC is going to proceed with meetings, officers; in general, what is the organizational structure of the WUCC? Erik B. indicated that the committee established above could also address the overall organization and procedures of the HWUCC.

Kevin M. updated the members as to the status of Well #5.

Steve P. stated he has accepted a position on the Water Planning Council Advisory Board, and that he might therefore be available as a contact to bring any concerns the WUCC might have before the WPC. Russ P. stated that Steve P. might also be able to bring information back to the WUCC.

• **New Business:**

Ray Sullivan, Brookfield Health, discussed concerns about private well systems in Brookfield, specifically Sandy Lane radium issues. He commended the members for work done so far, but asked that additional problems not be forgotten and be addressed.

The next meeting date was discussed, specifically the Annual Meeting. Russ P. suggested that it be held early in 2010. Steve P. suggested that the procedural committee could address this issue. It was agreed that an annual meeting should be set for early in the calendar year.

• **Meeting adjourned**

Attachment L

CRAMER & ANDERSON LLP

LAW OFFICES

51 MAIN STREET
NEW MILFORD, CT 06776

(860) 355-2631
FAX (860) 355-9460

May 24, 2011

30 MAIN STREET
DANBURY, CT 06810

KENT GREEN
KENT, CT 06757

48 WEST STREET
LITCHFIELD, CT 06759

6 BEE BROOK ROAD
WASHINGTON DEPOT, CT 06794

Russell T. Posthauer, Jr., Co-Chairman
CCA, Inc.
40 Old Brookfield Road
Brookfield, CT 06804

Kevin Moran, Co-Chairman
Housatonic Water Utility Coordinating Committee
c/o Ken Scov
United Water Connecticut Inc.
110 Kent Road
New Milford, CT 06776

Dear Chairmen Posthauer and Moran:

As you have probably read in the newspaper, there has been a resolution of issues (subject to approval of the State of Connecticut Department of Public Utility Control and State of Connecticut Department of Public Health) between Newtown, Town of Brookfield and United Water Connecticut Inc. with respect to construction of the United Water Connecticut Inc. Greenridge Water Main Interconnection to service the Greenridge subdivision thereby enabling construction of water system infrastructure improvements that will provide potable non-radionuclide contaminated water to the Greenridge subdivision.

The resolution between United Water, Newtown and Brookfield included a provision whereby United Water Connecticut Inc., with the endorsement and support of the Town of Brookfield and the Town of Newtown respectfully request the WUCC convene a WUCC Meeting to adopt the United Water/Greenridge Exclusive Service Area as shown on the attached map entitled: "United Water Connecticut, Inc. Greenridge Exclusive Service Area Scale 1" = 1,000' Roald Haestad, Inc. March 2011" (hereinafter "Map").

The Exclusive Service Area requested to be adopted by the WUCC as the United Water/Greenridge Exclusive Service Area is the blue colored area on the on the attached Map. The area which has the hatching lines in the pink is not to be included within the United Water/Greenridge Water Exclusive Service Area.

CRAMER & ANDERSON LLP

Page 2

If possible United Water Connecticut Inc., Newtown and Brookfield would respectfully request that the meeting of the WUCC be scheduled in a reasonably expeditious manner to accomplish the hereinabove request.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

CRAMER & ANDERSON LLP

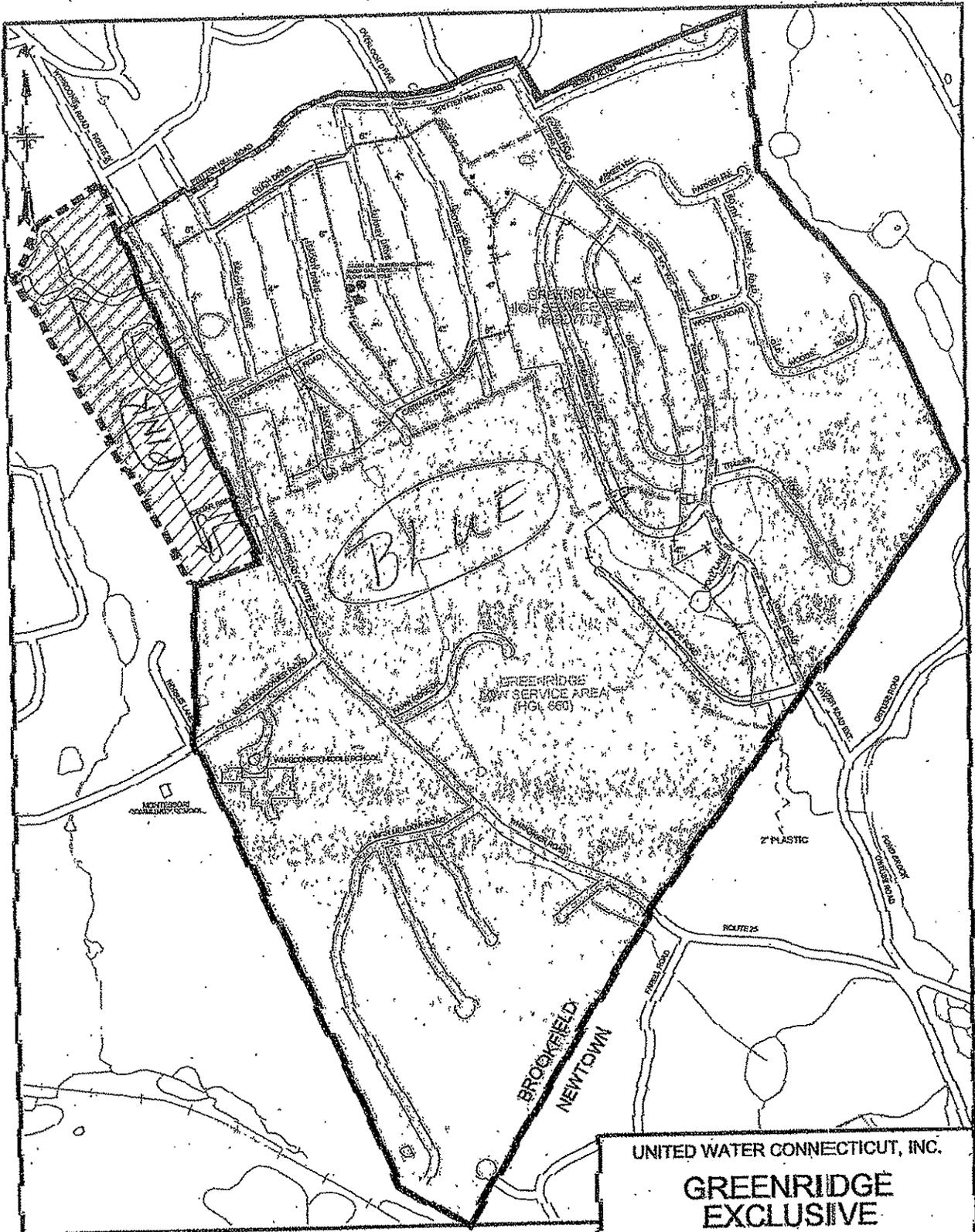
By



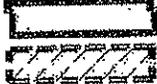
Ted D. Backer

TDB:kd
Enclosure

cc: Lori Mathieu, DPH
James E. Rice, Esq.
Robert S. Golden, Jr., Esq.
John Dillon, Esq., United Water Connecticut Inc.



LEGEND



EXCLUSIVE SERVICE AREA

TECHNICAL MODIFICATION

UNITED WATER CONNECTICUT, INC.

**GREENRIDGE
EXCLUSIVE
SERVICE AREA**

SCALE: 1" = 1,000'

ROALD HAESTAD, INC.

MARCH 2011

Attachment M

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC UTILITY CONTROL

JOINT INVESTIGATION OF DPUC AND DPH :
REGARDING GREENRIDGE TAX DISTRICT'S : DOCKET NO.
REQUEST TO CEASE OPERATIONS AS A PUBLIC : 07-04-11RE01
WATER SUPPLY COMPANY – IMPROVED COST
REVIEW : MAY ____, 2011

JOINT STIPULATION REGARDING
NEWTOWN GREENRIDGE INTERCONNECTION IMPROVEMENTS

The Town of Newtown (hereinafter “Newtown”) acting herein by PATRICIA LLODRA, its First Selectman, the Borough of Newtown (hereinafter “Borough”) acting herein by JAMES GASTON, its Warden, the Town of Brookfield (hereinafter “Brookfield”) acting herein by WILLIAM R. DAVIDSON, its First Selectman, and United Water Connecticut Inc. (hereinafter “United”) acting herein by Michael J. Pointing, its duly authorized Vice President and General Manager, hereinafter referred to jointly as the “Parties”, jointly propose to, the State of Connecticut Department of Public Utility (hereinafter “DPUC”), and the State of Connecticut Department of Public Health (hereinafter “DPH”) the following Stipulation to resolve the issues referenced herein in this reopened docket.

WITNESSETH:

WHEREAS, United was ordered by the State of Connecticut Department of Public Utility Control (hereinafter “DPUC”) in Docket No. 07-04-11, to acquire the water system formerly operated by the Greenridge Taxing District (hereinafter “Greenridge Water System”) on January 23, 2008.

WHEREAS, the Greenridge Water System in Brookfield abuts and is contiguous with the border of Brookfield and Newtown and the Greenridge Water System includes customers whose residences are situated within the Town of Newtown.

WHEREAS, on January 14, 2009 United submitted a Greenridge Water System Evaluation in accordance with the DPUC and DPH Joint Decision in Docket No. 07-04-11.

WHEREAS, on March 24, 2009 United received approval from DPH to implement the Plan set forth in the Water System Evaluation and on April 12, 2010 United received approval from DPH of the Newtown Greenridge Interconnection Improvement Engineering Drawings. The DPH March 24, 2009 Approval and the DPH April 12, 2010 Approval and the related engineering drawings referred to therein constitute the Newtown Greenridge Interconnection Improvements (hereinafter "Newtown Greenridge Interconnection Improvements") for purposes of this Stipulation, subject to amendment and modification as approved by DPH, including but not limited to pressure release valves as referenced herein.

WHEREAS, on June 17, 2009 the Housatonic Water Utility Coordinating Committee (WUCC) voted to approve the transfer of a portion of Rural Water Company's Exclusive Service Area in Brookfield containing the Greenridge Water System ("2009 Greenridge ESA") to United.

WHEREAS, this Stipulation proposes a technical modification to the 2009 Greenridge Exclusive Service Area.

WHEREAS, United commenced physical work on the Newtown Greenridge Interconnection Improvements on May 25, 2010. United was requested to cease work on June 1, 2010 by the Department of Public Utility Control Commissioner.

WHEREAS, the United Exclusive Service Area includes portions of Bethel, Newtown, Brookfield and New Milford.

WHEREAS, the portion of the United Exclusive Service Area within Newtown is served from Two (2) Wells, United Wells No. 1 and No. 2 in the Newtown Well Field, (hereinafter "Two Pootatuck Wells") in a sole source aquifer known as the Pootatuck Aquifer located in proximity to the Pootatuck River.

WHEREAS, Newtown, the Borough and Brookfield each intervened as intervenors in Docket No. 07-04-11RE01 for the purpose of protecting the interests of their respective citizens and, in the case of Newtown, its own water supply from the Pootatuck Aquifer.

WHEREAS, Newtown and the Borough objected in Docket No. 07-04-11RE01 to the installation of the Newtown Greenridge Interconnection Improvements for several reasons, including concerns over the potential impacts of the proposed extension of a twelve inch water main by United out of the basin of the Pootatuck Aquifer on the Aquifer and on the Pootatuck River.

WHEREAS, the Parties believe that the public interest is served by a concept for public water supply and infrastructure which provides interdependence and resiliency on a regional basis, promoting regional economic growth as well as enhancing public health and public safety.

WHEREAS, a future goal shared by the Parties is to work toward resiliency of water supply from and between the United Water Connecticut Inc. New Milford System and the United Water Connecticut Inc. Greenridge System in Brookfield and the United Water Connecticut Inc. Newtown System.

WHEREAS, installation of the Newtown Greenridge Interconnection Improvements is appropriate and of assistance in achieving a regional approach to public water supply, provided such installation does not jeopardize the supply of water to existing customers of United and others from the Pootatuck Aquifer or impair proper management and use of the water resources of the State with respect to the Pootatuck River.

WHEREAS, there are pump station infrastructure improvements that will specifically benefit Newtown.

WHEREAS, the Parties concur that the limitations imposed by this Stipulation are interim, temporary and of a limited nature.

WHEREAS, the Parties wish to resolve any disputes among them in Docket No. 07-04-11RE01 and to provide for future cooperation in water supply planning and implementation in the region.

NOW THEREFORE, the Parties, agree to entry of a Stipulation, as follows:

1) Newtown and the Borough agree to withdraw any and all objections regardless of venue or forum to United's construction, installation, and use as provided for herein of the Newtown Greenridge Interconnection Improvements as approved by the DPUC and DPH in Docket Nos. 07-04-11 and 07-04-11RE01 and in the DPH April 12,

2010 letter (as may be amended for field condition changes as appropriate, the Pressure Reducing Valve ("PRV") installation referenced in this Stipulation, or as may be ordered by the DPH or DPUC), and agree to support the installation of those infrastructure improvements (based upon the derived regional benefit of moving toward an interdependent and resilient public water supply system), effective upon the approval of this Stipulation by DPUC and DPH in its entirety. Nothing contained herein shall be construed to limit the requirement that United make reasonable efforts to obtain approval of the Borough Zoning Approval and Newtown Planning Commission for the electrical panel box pursuant to Paragraph 12.A(i).

2) Subject to the terms of this Stipulation and approval of such restrictions by DPUC and DPH, United agrees on a temporary and interim basis, that it will not serve new customers in Brookfield as set forth in Paragraph 2, using the two (2) existing United Pootatuck Wells outside the boundaries of the Greenridge Exclusive Service Area ("Greenridge ESA") or inside the Greenridge ESA as more specifically set forth in Paragraph 5 herein (unless earlier ordered by DPH/DPUC, or other agency or governmental entity having jurisdiction) until either: (i) other source(s) of supply for Brookfield to serve geographic areas outside the Greenridge ESA are achieved; or (ii) a study (hereinafter "Study") is completed by United, which Study would be undertaken from the perspective of the Pootatuck Aquifer and Pootatuck River and other available and/or potential Aquifer sources or other sources of supply (if any); or (iii) three (3) years from the date of approval of this Stipulation by the DPUC and DPH in a Decision in Docket 07-04-11RE01, whichever (i), (ii) or (iii) occurs sooner (the "Restricted Period"). The implementation of the Study will be determined by United, in its sole and exclusive

discretion, with appropriate input from Connecticut State Agencies and consultation with Newtown and Brookfield. The Parties agree the scope of the Study is set forth in Exhibit A attached hereto and made a part hereof. The cost of United's funding of the Study is not to exceed approximately \$30,000.00.

The Study will commence not later than six (6) months following the date of the final non-appealable Approval of the DPUC and DPH in Docket No. 07-04-11RE01 re-affirming the installation of the Newtown Greenridge Interconnection Improvements and will be concluded not later than eighteen (18) months after the date the Study commences. The Study commencement date shall be set forth in a notice letter from United to the Parties. The Study is for the purpose of water utility planning in compliance with current and future regulations of the State of Connecticut and discussion and consultation with Newtown and Brookfield.

The final Study document will be provided to the Parties, DPH, DPUC and Department of Environmental Protection (hereinafter "DEP") promptly upon delivery to United. The Parties agree that the Study document, to the extent it discloses well field and potential infrastructure locations, shall be provided under a letter of confidentiality to the Parties. United reserves the right to redact any confidential information contained in the Study document.

Among other considerations and factors, United will consider the recommendations of the Study as part of its overall water supply planning efforts. Notwithstanding anything in Paragraph 2 to the contrary, including Paragraph 2(iii), the Restricted Period shall remain in effect for a period of one (1) year from the date the final

Study is mailed to the Borough and Newtown (except if the Restricted Period ends attributable to other sources of supply being achieved as set forth in 2(i).)

3) A. Subsequent to the completion of the Study and distribution to the Parties within seven (7) days of completion of the final report, United will consult with the Parties, which consultation shall include meeting(s) with the First Selectman of the respective Towns and the Warden of the Borough. The Parties agree that the Study and this Stipulation are not intended and shall not be construed to alter, diminish, negate, amend or in any manner change the regulatory framework and authority (or cede regulatory jurisdiction of any State regulatory agency or the Executive or Judicial Branch of State government), including the regulatory jurisdiction of the DPUC, DPH and DEP with respect to regulatory matters regarding United.

Further, the Stipulation (except as to the temporary and interim limitations stated herein in Paragraph 2) and/or the Study is not intended to diminish, modify, limit, negate or amend any franchise, registration, permits or any other rights that United has (or may in the future have or be granted), or limit United's rights to serve any other portions of the United Water Connecticut System with respect to its water supplies including the use of the Two Pootatuck Wells, which are the subject of this Stipulation.

B. This temporary and interim restriction on the use of the Two Pootatuck Wells with respect to service in Brookfield is not intended to operate or impose any restrictions on United's other Exclusive Service Areas in Brookfield, or any other town that may, during the Restricted Period, be acquired by United and/or served by sources of supply other than the Two Pootatuck Wells. The Parties agree that the restriction on extending the twelve inch water main on Route 25 northwesterly past the Greenridge subdivision

beyond what is reflected on Map attached as Exhibit B is not applicable if sources of supply to serve areas in Brookfield outside of the Greenridge ESA using other than the Two Pootatuck Wells are used.

4) The Parties agree to request the technical modification of the United Greenridge ESA in the manner set forth on the Map attached as Exhibit C. If any State Agency or Court having jurisdiction determines that the Greenridge ESA set forth on map attached as Exhibit C is arbitrary, capricious, an abuse of discretion, or otherwise unlawful, then this Stipulation shall not be deemed invalid but the Parties shall rather adopt and utilize the Greenridge ESA as ordered appropriate in accordance with Connecticut General Statutes and Regulations by the State Regulatory Agency having jurisdiction, or by the Court. The Parties recognize this Stipulation is intended to maintain public water supply for the public health, safety and welfare for consumers in both Newtown and Brookfield; to that end, the Parties agree that any regulatory or judicial determination that invalidates any provision of this Stipulation shall not obligate United to cease providing service to its customers.

5) A. In the event a prospective new customer in the Greenridge ESA applies for water service during the Restricted Period and such service would be provided from United's Two Pootatuck Wells, United shall first determine whether the applicant requires water service on an emergency basis because of contamination of the customer's current water supply, depletion or loss of such supply or similar reasons (collectively an "Emergency"). In the event of an Emergency within the Greenridge ESA, United shall immediately forward the request to the Director of Health for the municipality wherein the real property is situated, as well as provide notification to the other Parties as

otherwise set forth in this Stipulation. The Director of Health for the municipality wherein the real property is situated shall make a written determination within fifteen (15) days as to provision of service by United to the customer wherein an Emergency circumstance is indicated. If the last day of the fifteen-day period falls on a weekend or holiday, the fifteenth day would be the next business day following the weekend or holiday.

In the event there is no written determination made within thirty (30) days by the applicable local Director of Health for the municipality, or if any Party hereto objects to that determination within five (5) days after it is made, it may be submitted to DPH for review and decision whereupon the determination of DPH shall be conclusive and binding as to the Parties. If the responsible municipal Director of Health or DPH fails to make a determination within thirty calendar days (30) days after requested, then United shall make its own determination. If any Party objects to that determination within five (5) days after it is made, it shall be submitted to the DPH for review, which DPH determination shall be conclusive and binding as to the Parties. If the last day of the thirty-day period falls on a weekend or holiday, the thirtieth day would be the next business day following the weekend or holiday. This paragraph is not intended to diminish the statutory authority of the respective municipal Directors of Health but rather is to be interpreted in concert therewith and with the municipal health ordinances of Newtown and Brookfield respectively.

B. Within the Greenridge ESA, in the absence of an Emergency, the applicant will be advised of the restrictions in this Stipulation and the applicant (unless United is ordered by the DPUC, DPH or Court, or other governmental entity having jurisdiction to

provide service), will be denied service for the duration of the Restricted Period. If any applicant within the Greenridge ESA objects to United's denial of service, the matter shall be referred to DPUC and DPH in Docket No. 07-04-RE01 for a final determination which determination shall be conclusive upon the Parties.

6) Within Newtown, new customers along the new Newtown-Greenridge water main extension shown on Exhibit D are permitted to connect to the newly installed main subject to the normal rules, regulations and charges of United.

7) This Stipulation as to the Two Pootatuck Wells does not restrict any other aspect of the rights of utilization of these Two Pootatuck Wells in any and all manner permitted by law and regulation. The Parties reaffirm and agree that this Stipulation does not affect any aspect of the use of the water from the Two Pootatuck Wells for and within Newtown.

8) When and if Brookfield or others complete the necessary and appropriate infrastructure work on the mains along Route 25 (excluding the Newtown Greenridge Interconnection Improvements), United will agree to supply Brookfield from Well 5A and related wells in New Milford and other sources to the extent available, required and/or appropriate as requested by the Brookfield and other governmental agencies and subject to obtaining appropriate permits, approvals and agreements as may be required with governmental entities and/or the other Water Companies having exclusive service areas within relevant portions of Brookfield.

9) In the event Brookfield, Newtown and/or the Borough objects to or appeals the determination of the cost allocation with respect to the Newtown Greenridge Water Main Interconnection Improvements as approved by the DPUC/DPH in Docket Nos. 07-04-11

and 07-04-11RE01 or any other aspect of the decision in the herein referenced two dockets to a regulatory agency or Court, this Stipulation shall immediately thereupon be null and void and of no further force or effect without any additional writing required by the Parties.

10) It is hereby agreed between the Parties that this Stipulation is subject to and contingent upon:

A. The technical modification of the Greenridge ESA as set forth on Exhibit C. Within approximately three (3) days following the execution of this Stipulation by the Parties, the Parties shall request a meeting of the WUCC be convened for the purpose of the technical modification of the Greenridge ESA referenced in Paragraph 4 herein.

In the event the WUCC does not approve said technical modification within forty-five (45) days of the date of the execution of this Stipulation by the Parties said Greenridge ESA boundary shall be determined by the DPH and DPUC in Docket No. 07-04-11RE01 in accordance with Connecticut General Statutes § 16-262o(b) and Connecticut Department of Health Regulation 25-33h-1(k)(3), which determination shall be binding on the Parties; and

B. The approval of the DPUC and DPH of this Stipulation (and its incorporation of this Stipulation into Decision in Docket No. 07-04-11RE01)

11) The Stipulation does not preclude the extension of the United twelve inch water main to be located at Route 25 westerly beyond the Greenridge ESA at any time in the event there are (in the sole and exclusive opinion of United in consultation with the DPH) adequate and available sources of supply other than the Two Pootatuck Wells, the

subject of this Stipulation, for these new customers situated outside of the Greenridge
ESA.

12) A.(i) United represents it shall make reasonable efforts to obtain the Borough of Newtown Zoning Approval and Town of Newtown Planning Approval to relocate the electric panel box for the pump station in the location previously agreed and approved by the Borough's Historic Commission on December 2, 2010 (and any continuance of the Borough's Historic Commission approval) as set forth on the map attached hereto and made a part hereof as Exhibit E. (ii) The Borough agrees to reasonably assist United with respect to obtaining said Borough Zoning Approval, including the submission of written support for United's Zoning Application prior to a hearing on said Application and any request for the continuance of the Borough's Historic Commission approval. (iii) Newtown agrees to reasonably assist with obtaining any other permits that may be necessary from Newtown. (iv) The parties agree, if requested, to reasonably assist in obtaining the DPUC and DPH approval of this Stipulation and approval for United to proceed with the construction of the Newtown Greenridge Interconnection Improvements as approved by the DPH April 12, 2010 letter (as may be amended for field condition changes as appropriate, the PRV installation referenced in this Stipulation, or as may be ordered by the DPH or DPUC). Notwithstanding anything to the contrary in Paragraph 1 and 12 herein, the Parties acknowledge the Borough of Newtown Zoning Commission is an independent commission of the Borough and acts independently in its determination with respect to any matter(s) coming before it, including but not limited to amendments to the Borough Zoning Regulations and applications submitted to the Borough Zoning Commission. The

Borough makes no representation as to the Borough Zoning Commission determination as to the relocation of the electric panel box referred to herein.

B. United agrees, subject to DPH approval if required, to install the PRV's and operate and maintain said PRV's as a United Water infrastructure, at no cost to the customers for whom the PRV's are installed, the details of said PRV's being set forth on Exhibit F. This includes, subject to regulatory approval, if required, new or existing Newtown customers of United Water Connecticut Inc. interconnecting to the Newtown/Greenridge water main as shown on the Map referenced in Paragraph 6.

13) This Stipulation relates to a geographic area comprising United's ESA in Newtown and the Greenridge ESA in Brookfield, and shall not affect any other ESA of United in Brookfield or in any other Town.

14) A. United hereby represents and warrants to Newtown, the Borough and Brookfield that: (i) United is a Connecticut corporation with the power to execute and deliver this Stipulation; (ii) the execution and delivery by United of this Stipulation has been duly authorized by United in conformity with all applicable laws and its corporate by-laws; (iii) this Stipulation, upon execution and delivery hereof will be a legal, valid and binding obligation of United enforceable against it in accordance with its respective terms; and (iv) no litigation of any nature is now pending or, to the best of United's knowledge, threatened which would restrain or enjoin the execution or delivery of this Stipulation or in any manner question the authority or proceedings for the execution or delivery of this Stipulation.

B. Newtown, the Borough and Brookfield hereby represent and warrant to United that: (i) Newtown, the Borough and Brookfield are all bodies politic and corporate,

validly existing under the laws of the State of Connecticut and with the power to execute and deliver this Stipulation; (ii) the execution and delivery by Newtown, the Borough and Brookfield of this Stipulation has been duly authorized by Newtown, the Borough and Brookfield in conformity with all applicable laws; (iii) this Stipulation, upon execution and delivery hereof will be a legal, valid and binding obligation of Newtown, the Borough and Brookfield enforceable against them in accordance with its respective terms; and (iv) no litigation of any nature is now pending or, to the best of the knowledge of Newtown, the Borough and Brookfield, threatened which would restrain or enjoin the execution or deliver of this Stipulation or in any manner question the authority or proceedings for the execution or delivery of this Stipulation.

15) This Stipulation may be executed in one or more counterparts, each of which shall be an original instrument and all of which together shall constitute one and the same instrument. This Stipulation shall not constitute a final binding Stipulation unless signed by all Parties.

16) United, Newtown, the Borough and Brookfield will cooperate and coordinate to the fullest extent to achieve the purposes and intent of this Stipulation.

17) A. Notwithstanding the expiration of the limitations imposed by this Stipulation on the geographic area in Brookfield, which the Two Pootatuck Wells can be utilized and/or the temporary limitations on the extension of the twelve inch water main, Newtown, Brookfield and United agree to continue meeting on at least a quarterly basis to continue to discuss on-going water issues. Accordingly, on water issues of recognized mutual interest, United will engage Newtown and Brookfield in discussions on a collaborative basis with all Parties acknowledging and confirming that United shall be

making all decisions in its sole, exclusive and absolute discretion. United, Newtown, Brookfield and the Borough agree to form an informal regional water committee which may include other municipalities to discuss regional water issues of mutual interest and importance.

B. United, in the context of normal, customary and continuing planning and management and consistent with the regulations governing water companies shall, in its sole and absolute discretion, give consideration to future potential primary or backup sources of supply for United's service area currently supplied by the Two Pootatuck Wells.

C. Exclusive of proceedings in Docket Nos. 07-04-11 and 07-04-11RE01 and entirely outside of the scope of the Greenridge Interconnection Improvements proceedings, United may, in its sole and absolute discretion, in the context of the Regulations governing water companies, consider performing an additional study to identify habitat protective flows in the Pootatuck River at the location of United's Two Pootatuck Wells. The final Study document (if any) of any such second study shall be provided to the Parties, DPH, DPUC and DEP promptly upon delivery to United.

In the event this second study is undertaken, the Parties agree that it is not intended to alter, diminish, negate, amend or in any manner change the regulatory framework and authority (or cede regulatory jurisdiction of any State regulatory agency or the Executive or Judicial Branch of State government), including the regulatory jurisdiction of the DPUC, DPH, and Connecticut Department of Environmental Protection with respect to regulatory matters regarding United.

18) In the event (i) United or others serve the Greenridge customers by substantially different means of supply other than the Two Pootatuck Wells, or (ii) for any other reason United determines not to go forward with construction of the Newtown Greenridge Interconnection Improvements, then this Stipulation shall be null and void, upon the receipt of a letter from United to the Parties and no party shall have liability to the other with respect to this Stipulation.

19) A. In the event of an appeal of the decision of the DPUC in Docket Nos. 07-04-11 and/or 07-04-11RE01 or other appeal of this matter, this Stipulation shall be cancellable by any Party upon notice to the other Parties and the DPUC and the DPH within ninety (90) days of the filing of an appeal. Notice of cancellation shall be sent within ninety (90) days of the date of the commencement of the appeal (i.e. return date) by overnight mail or certified mail, return receipt requested. Upon notice of cancellation, this Stipulation shall be null and void and no party shall have liability to the other with respect to this Stipulation.

B. In the event United determines to move forward with the construction of the Newtown/Greenridge Interconnection Improvements, notwithstanding an appeal by any party in Docket No. 07-04-11RE01 or other litigation by any person or entity regarding or relating to the Newtown/Greenridge Interconnection Improvements, the provisions of this Stipulation shall remain in effect for the duration as set forth in the Stipulation provided Newtown and/or Brookfield do not cancel the Stipulation pursuant to Paragraph 19A.

20) This Stipulation is to be interpreted pursuant to the laws of the State of Connecticut.

21) The Parties agree the DPUC and DPH are defined to include the successor agencies of those agencies having jurisdiction of matters referred to herein, if any successor agencies are promulgated during the period of this Stipulation.

22) The DPH has reviewed this Stipulation and finds it and the implementation thereof by United to be in compliance with the laws and regulations of the State of Connecticut governing water companies regulated by DPH.

23) Provided that the DPUC renders a Final Decision pursuant to Connecticut General Statute §16-36 and Connecticut General Statute §4-183, et. seq., United represents that it will not commence physical construction of the Newtown Greenridge Interconnection Improvements until the expiration of the forty-five day appeal period pursuant to Connecticut General Statute § 4-183 with respect to the DPUC decision to be rendered in Docket No. 07-04-11RE01 by the Commission regarding the determination of the water main route plan by which Greenridge Water System will be provided water. Cancellation of this Stipulation in the event of litigation by a Party hereto shall not prevent United, in its sole discretion, from continuing construction of the Newtown Greenridge Interconnection Improvements, subject to the herein below paragraph. In the event United proceeds with construction of the Newtown Greenridge Interconnection Improvements while a judicial appeal is pending, it is United's intention, but not obligation, that (unless (i) one of the other Parties hereto cancels this Stipulation pursuant to Paragraph 19, or (ii) unless there are, in United's sole and absolute discretion, unforeseen and unforeseeable issues that arise or are created attributable to, in whole or in part, and as a result of the pending lawsuit, circumstances or conditions that would expose United or its customers to monetary damages, regulatory or statutory violations,

or public health and/or public safety risks or other similar risks), the limitations required during the Restricted Period would remain in place.

24) The Parties ask that the Department accept the Stipulation as a whole, or not accept the Stipulation at all, because individual elements are agreeable to each of the Parties only in the context of other elements of the Stipulation.

25) The hereinbelow Paragraph 25 is not intended by the Parties and shall not be construed or interpreted to broaden the scope, expand, or increase the obligations of United as set forth in the Stipulation.

The DPUC and DPH shall retain jurisdiction with respect to this Stipulation for the time period set forth hereinbelow within their respective regulatory and statutory authority, for matters within their jurisdiction regarding (i) compliance by United with the limitations to providing service to new customers during the Restricted Period as set forth in this Stipulation, (ii) United's timely performance, completion and delivery of the Study to the Parties in accordance with this Stipulation, and (iii) the failure of United to meet in consultation with Newtown and Brookfield as set forth in the Stipulation with regard to the Study referenced in (ii) hereinabove and/or failure of United to meet in consultation regarding water matters of mutual interest in informal committee on a quarterly basis as set forth in the Stipulation, until the earlier to occur of:

(a) completion of the undertakings referenced in items (i), (ii) and (iii)

hereinabove, or

(b) the expiration of three years six months from the date of approval of this

Stipulation by the DPUC and DPH.

The Parties agree the failure of United to meet as referenced in (iii) hereinabove may be grounds for complaint to the DPUC under this Paragraph 25 but the content, or substance of the consultation or future decisions made by United are not a basis, grounds or cause for complaint regarding the Stipulation or the terms thereof by any Party.

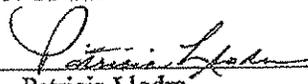
The Parties agree the sole remedy for violation of provision (i) hereinabove is for the DPUC to compel compliance with the limitations on providing service to new customers during the Restricted Period as set forth in the Stipulation and the sole remedy for violations of provisions (ii) and (iii) hereinabove is for the DPUC to compel the consultative meetings and quarterly informal committee meetings as set forth in the Stipulation.

In the event of any dispute between the Parties regarding the terms set forth in (i), (ii) and (iii) hereinabove, the complaining party shall notify the other Parties, in writing, regarding the matter in dispute. The Parties agree to meet and in good faith seek to resolve the matter prior to submitting same to the DPUC pursuant to this paragraph.

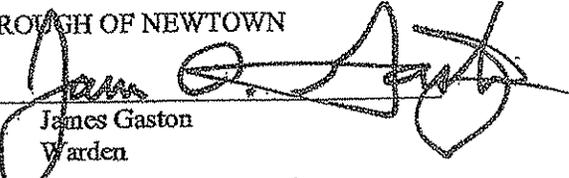
26) The Parties waive the filing of briefs and reply briefs with respect to the issues addressed in the Stipulation and respectfully submit that the record supports the approval by the joint hearing of the DPUC and DPH in Docket 07-04-11RE01 of the proposed Stipulation.

The Parties have hereunto set their hands and seals the day and year as set forth below.

Date: May 9, 2011

TOWN OF NEWTOWN
By 
Patricia Llodra
Its First Selectman

Date: May 4, 2011

BOROUGH OF NEWTOWN
By 
James Gaston
Warden

Date: May 6, 2011

TOWN OF BROOKFIELD
By 
William R. Davidson
Its First Selectman

Date: May 11, 2011

UNITED WATER CONNECTICUT INC.
By 
Michael J. Pointing
Its Vice President and General Manger

Date: _____

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
By _____
Its _____

SCOPE OF STUDY

Statement of Purpose

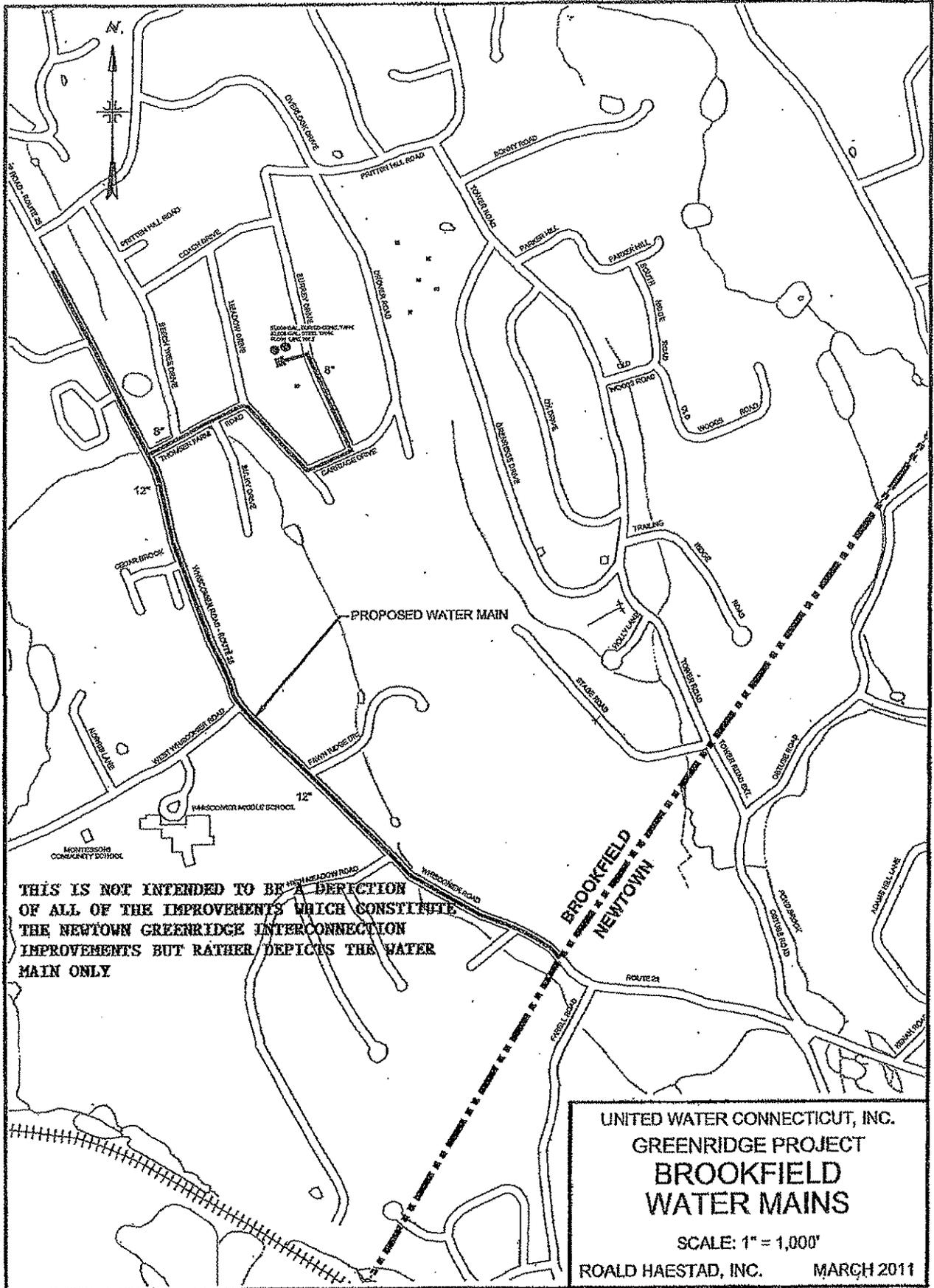
As a part of the discussions with Town of Newtown officials related to the hearings for the delivery of clean water to the residents of the Greenridge community, questions have been raised about the long-term viability of the Pootatuck River and aquifer as water demands grow in the future. Furthermore, questions have been raised regarding the need to develop a back-up supply for the system served by United Water's Newtown well field located along the Pootatuck River and whether other viable sources of supply may be available. To assist with long-term planning, United Water has proposed a study to address these issues.

Scope of Study

This study should build on the findings of the USGS study "Hydrogeology and Numerical Simulation of the Unconsolidated Glacial Aquifer in the Pootatuck River Basin, Newtown, Connecticut" issued in 2010. While the scope of study is expected to be refined based on discussions with the various stakeholders, the general scope is as follows:

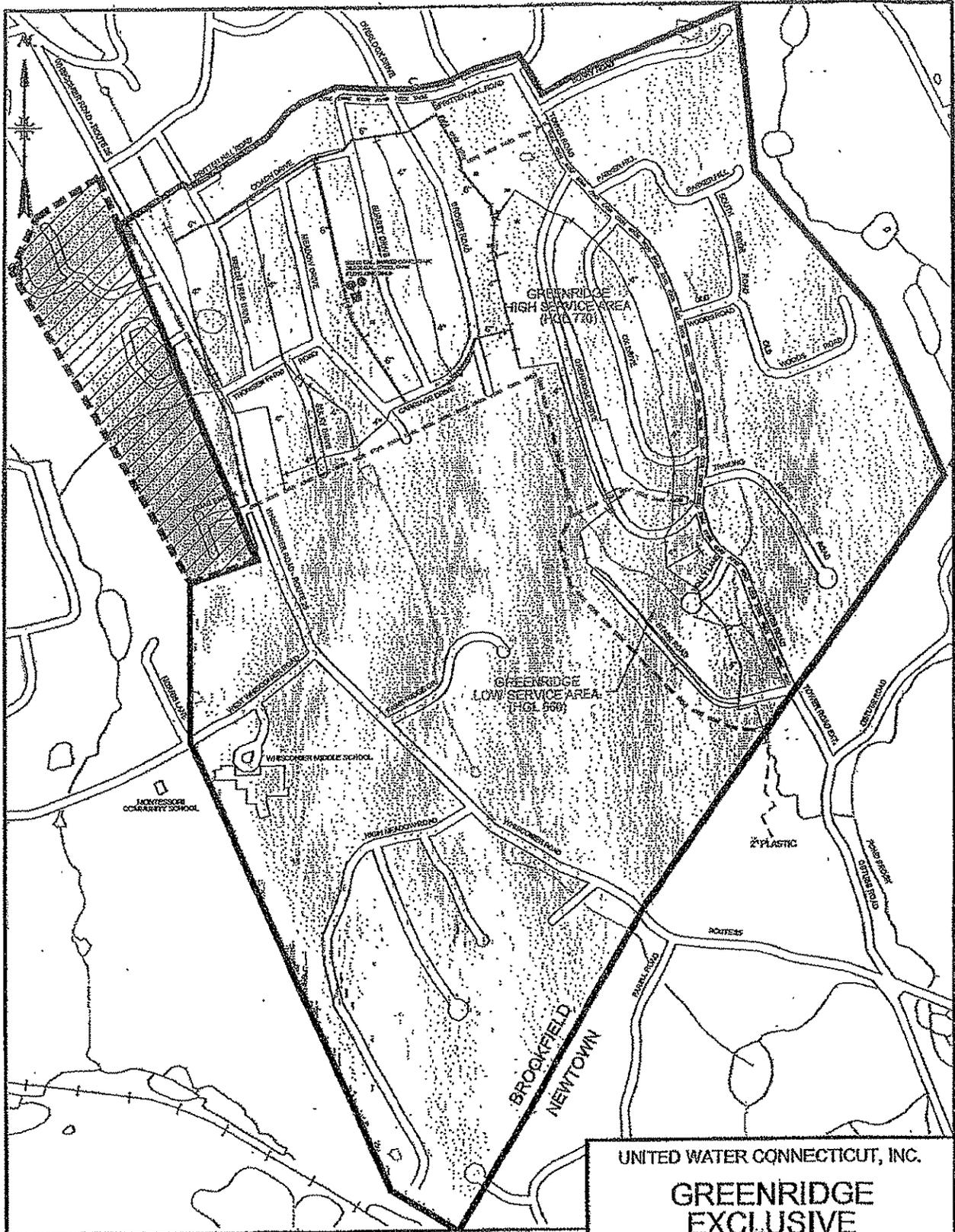
- Review and evaluate the USGS study
- Obtain the basin-scale and well-field scale models from the USGS
- River flow statistics for the Pootatuck River at the United Water Newtown well field would be evaluated and/or developed.
- Perform model runs to evaluate the impacts to river flow from pumping the United Water Newtown Well Field at various pumping scenarios with a focus on low-flow conditions. These runs would include current and future long-term average pumping rates, as well as peak monthly and daily withdrawals. These are more detailed and site-specific analyses than performed in the USGS study.
- Evaluations would be made of the lag time between the pumping and impacts to river flow.
- A geologic review would be performed utilizing best available geologic mapping to determine if other candidate well field sites are present within reasonable proximity to the existing and future water distribution system. Given the size of the system, well field sites must be capable of yielding at least 100 gpm per well.
 - Thickness and types of mapped deposits would be evaluated
 - The nearest water course would be identified
 - Property availability would be evaluated as well as ability to meet public health code setback criteria.
 - An initial watershed evaluation would be performed of the amounts of available recharge and stream flows.

- Depending on location, analytical or model-based evaluations would be made to determine possible impacts to flow in the closest water course.
- An evaluation would be made of the ability to obtain a diversion permit.
- The report would summarize the findings of the evaluations. The findings will assist with proper planning for the best future sources of water as demands increase in the future.



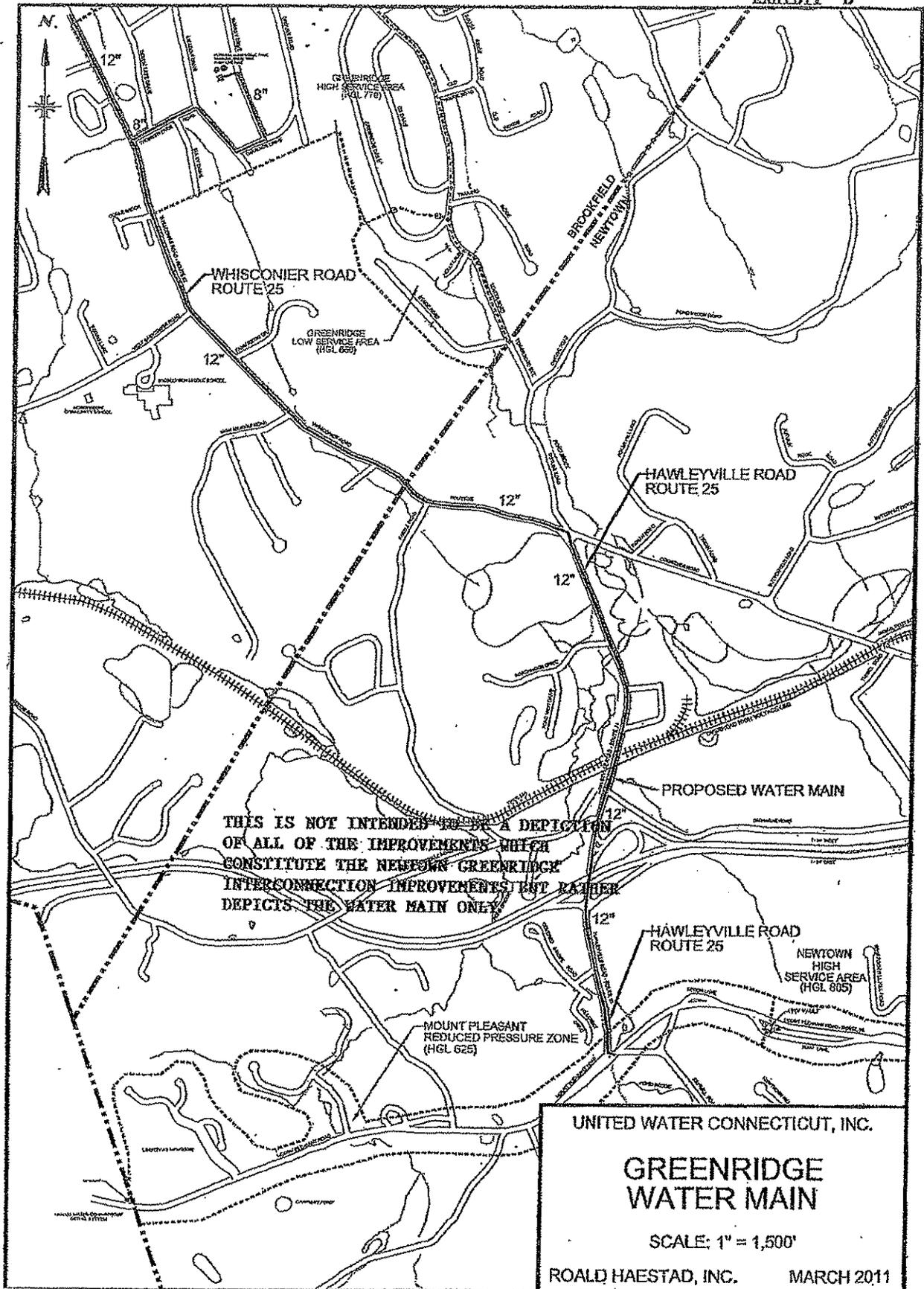
THIS IS NOT INTENDED TO BE A DERIVATION OF ALL OF THE IMPROVEMENTS WHICH CONSTITUTE THE NEWTOWN GREENRIDGE INTERCONNECTION IMPROVEMENTS BUT RATHER DEPICTS THE WATER MAIN ONLY

UNITED WATER CONNECTICUT, INC.
 GREENRIDGE PROJECT
**BROOKFIELD
 WATER MAINS**
 SCALE: 1" = 1,000'
 ROALD HAESTAD, INC. MARCH 2011



LEGEND
[Stippled pattern] EXCLUSIVE SERVICE AREA
[Hatched pattern] TECHNICAL MODIFICATION

UNITED WATER CONNECTICUT, INC.
GREENRIDGE EXCLUSIVE SERVICE AREA
SCALE: 1" = 1,000'
ROAD MASTER, INC. MARCH 2014



THIS IS NOT INTENDED TO BE A DEPICTION OF ALL OF THE IMPROVEMENTS WHICH CONSTITUTE THE NEWTOWN GREENRIDGE INTERCONNECTION IMPROVEMENTS BUT RATHER DEPICTS THE WATER MAIN ONLY

UNITED WATER CONNECTICUT, INC.

**GREENRIDGE
WATER MAIN**

SCALE: 1" = 1,500'

ROALD HAESTAD, INC. MARCH 2011

List of Properties Re: Proposed PRV

#	Street Name	Town
6	Main Street (Route 25)	Newtown
7	Main Street (Route 25)	Newtown
8	Main Street (Route 25)	Newtown
9	Main Street (Route 25)	Newtown
10	Main Street (Route 25)	Newtown
11	Main Street (Route 25)	Newtown
12	Main Street (Route 25)	Newtown
13	Main Street (Route 25)	Newtown
14	Main Street (Route 25)	Newtown
15	Main Street (Route 25)	Newtown
16	Main Street (Route 25)	Newtown
17	Main Street (Route 25)	Newtown
18	Main Street (Route 25)	Newtown
19	Main Street (Route 25)	Newtown
20	Main Street (Route 25)	Newtown
22	Main Street (Route 25)	Newtown
23	Main Street (Route 25)	Newtown
24	Main Street (Route 25)	Newtown
25	Main Street (Route 25)	Newtown
26	Main Street (Route 25)	Newtown
26A	Main Street (Route 25)	Newtown
27	Main Street (Route 25)	Newtown
28	Main Street (Route 25)	Newtown
29	Main Street (Route 25)	Newtown
30	Main Street (Route 25)	Newtown
32	Main Street (Route 25)	Newtown
34	Main Street (Route 25)	Newtown

THIS LIST WITH RESPECT TO PRV'S IS NOT INTENDED TO BE A LIMITATION
OF THE SECOND SENTENCE OF PARAGRAPH 12B OF THE STIPULATION

Attachment N

Michael J. Pointing
Vice President & General Manager

UNITED WATER
360 West Nyack Road
West Nyack, NY 10994
Tel: 845-620-3312 Fax: 845-620-3311
Michael.Pointing@UnitedWater.com



August 9, 2011

Russell T. Posthauer, Jr., Co-Chairman
CCA LLC
40 Old Brookfield Road
Brookfield, CT 06804

Kevin Moran, Co-Chairman
Housatonic Water Utility Coordinating Committee
c/o Ken Scov
United Water Connecticut Inc.
110 Kent Road
New Milford, CT 06776

Dear Chairmen Posthauer and Moran:

On behalf of United Water Connecticut Inc., this is to request that a Housatonic Water Utility Coordinating Committee (WUCC) Meeting be scheduled as soon as possible for the purpose of clarifying the Greenridge Exclusive Service Area. United Water Connecticut Inc. requests this meeting occur before August 18, 2011. United Water Connecticut Inc. will be available to meet at any time, at any location, to accomplish this.

As you are aware, the residents of Greenridge are still without a supply of pure water by interconnection and the residents are without a PURA approved interconnection plan. As you are also aware, the residents have also expressed overwhelming support, both in writing and in person, for the United- Newtown-Greenridge Interconnection Plan.

As indicated at the hearing on Monday, August 1, 2011, PURA has left the record in Docket No. 07-04-11RE01 open so that the issue of the ESA clarification can be resolved.

United Water is proposing that the Joint Stipulation Map set forth as attached entitled "United Water Connecticut, Inc. Greenridge Exclusive Service Area Scale: 1" = 1,000' Roald Haestad, Inc. March 2011" be adopted as the Greenridge Exclusive Service Area. The Map attached excludes from the Exclusive Service Area the cross-hatched area which states "Technical Modification".

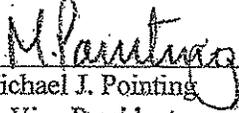
The area requiring clarification by the WUCC is not where current Greenridge United customers are served but rather is the area located on the western side of Route 25, and includes West Whisconier Middle School and High Meadow Road as shown on the Stipulation Map attached.

If you have any questions, please call Steve Houst at (860) 354-4118, Ext. 17.

Very truly yours,

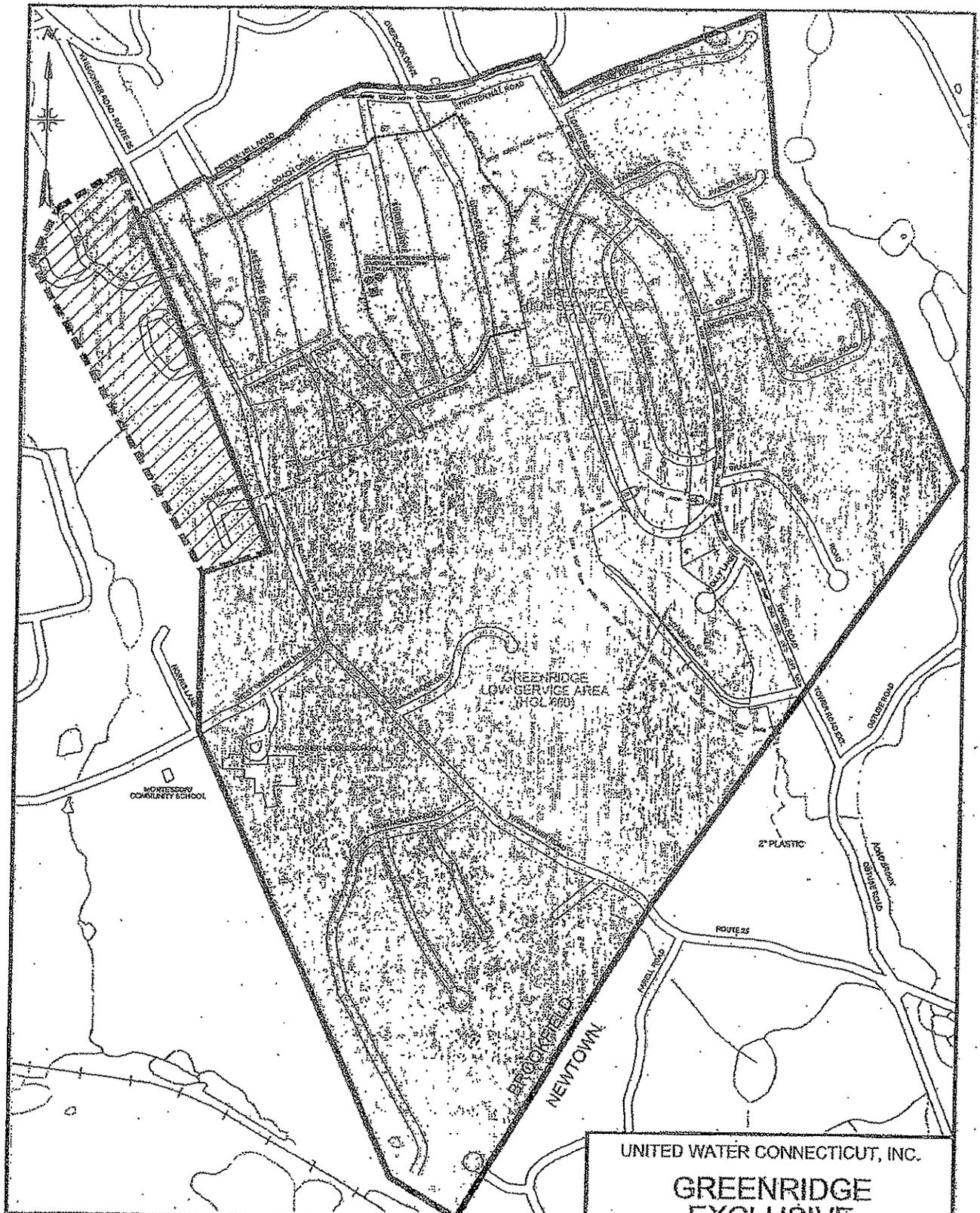
UNITED WATER CONNECTICUT INC.

By

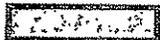

Michael J. Pointing
Its Vice President

Enclosure

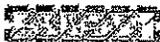
cc: Lori Mathieu, DPH
Dr Jewel Mullen, Commissioner of DPH
James E. Rice, Esq.
Anne Peters, Esq.
John Dillon, Esq., United Water Connecticut Inc.
Joanne Ford, PURA Case Coordinator
Martin Foncello



LEGEND



EXCLUSIVE SERVICE AREA



TECHNICAL MODIFICATION

UNITED WATER CONNECTICUT, INC.

**GREENRIDGE
EXCLUSIVE
SERVICE AREA**

SCALE: 1" = 1,000'

ROALD HAESTAD, INC.

MARCH 2011