



# PUBLIC UTILITIES COMMISSION

Bethel Municipal Center, 1 School Street  
Bethel, Connecticut 06801 Telephone: (203)794-8501

**RECEIVED**

DEC 04 2008

TOWN OF BETHEL  
TOWN CLERK

## MINUTES OF REGULAR MEETING

Monday, December 1, 2008

4:00 p.m.

Bethel Municipal Center – Meeting Room “A”

**Present:** First Selectman Burke, Selectman Szatkowski, Commissioner Michael Gribbin, Commissioner Billy Michael. Also in attendance Len Assard, Heitkamp; Andrew Morosky, Town Engineer; William Hagan, Town Counsel; Kelly Curtis, Utilities Supervisor.

**Absent:** Selectman Cleary

**Call to Order:** First Selectman Burke called the regular meeting to order at 4:05pm

**Correspondence:** None

**Public Input:** Mr. Bill Hillman of 86 Walnut Hill Road, Bethel spoke in response to the DPUC Application of United Water to purchase Bethel Consolidated Company. Mr. Hillman distributed several informational documents he downloaded from the DPUC's website under Docket No. 08-10-08 Application of United Water Connecticut to Acquire Bethel Consolidated Company. Mr. Hillman stated he would like someone from the Commission to attend the Public Hearing on Thursday, December 4, 2009 in Meeting Room “A” in the Town Hall on this subject. Mr. Hillman had several concerns if Bethel Consolidated was to be purchased by United. First, he indicated his rates will increase in two steps to approximately double what they are now. Another concern was the fact that a foreign company (Suez Environment) is acquiring Bethel Consolidated and he feels it should belong to the people of Bethel. Lastly, he wishes for the Commission to block the sale of Bethel Consolidated to United Water through the use of Eminent Domain. Attorney Hagan informed the Commission he will receive all copies of the DPUC documents except for the financials. Attorney Hagan will forward all documents to the Commission. Len Assard indicated the Commission can review the Annual Report or the Water Supply Plan for the financials. Attorney Hagan indicated there is another Public Hearing at DPUC in New Britain on December 11, 2009.

### Minutes:

Meeting Minutes from Special Meeting November 3, 2008: Selectman Szatkowski made a motion, which was seconded by First Selectman Burke, to approve the minutes as presented.

Commissioner Gribbin expressed concern with the wording in paragraph two and wanted the record to show corrected wording.

Commissioner Michael indicated that the intent of his statement was to reiterate Commissioner Gribbin's remarks from a previous meeting regarding the request to have Comptroller Barry Curina present at the Public Utility Commission meetings and also to have better financial reporting.

Both First Selectman Burke and Selectman Szatkowski both amended their motion to reflect Commissioner Michael's comments. Vote, All in Favor, Motion Carries

### **Old Business:**

**Proposed Sewer Regulation:** Andrew Morosky distributed the regulations to the Commission from Attorney Sienkiewicz. Mr. Morosky indicated that he, Mr. Curtis and Mr. Assard will work on reviewing the document in December and provide comments to the Commission before the January 2009 meeting.

**Interlocal Agreement:** Contracts will be signed after Danbury's Common Council approves the Agreement.

**Water Main Extension - Grassy Plain Street** – Attorney Hagan has completed his review and the revised letter will go to the property owners this week.

**153 Grassy Plain Street:** Andrew Morosky indicated an Industrial Condominium seeking for approval to go to Planning and Zoning for approval to hook up to Bethel Water and Sewer.

First Selectman Burke made a motion which was second by Commissioner Gribbin to approve allocation of 300 gallons per day and inform Planning and Zoning that the water and sewer is only available on Grassy Plain Street. Vote, All in Favor, Motion Carries.

**Financial Report:** Reports so noted. Commissioner Gribbin indicated the minutes should reflect that the Comptroller is not in attendance due to illness. Commissioner Gribbin indicated the Tax Collector was to provide a quarterly comparison report of income change since the increase in water and sewer rates. The Tax Collector was unavailable last week. Mr. Morosky will seek to retrieve that report before the next PUC meeting.

### **Engineering/Utility Consultant Reports:**

#### **Grants**

**Water Storage Tank:** Andrew Morosky indicated the design report has been submitted to the Department of Public Health for review before final design can begin. The Department of Public Health and Wright Pierce have been in regular contact regarding this design report prior to its submission.

#### **Stony Hill Sewer Project:**

**Contract 2:** Pump Station structure is completed, waiting for the generator to be delivered on December 15, 2008. As soon as electrical is connected to the pump station the residents in contract 2 can hook up. Time frame for residents to connect is January 2009.

**Contract 3:** Ludlow Construction has submitted their bonds and insurance for Contract 3 and a Contract signing will be scheduled soon. The property owner on Walnut Hill Road is willing to deed to the Town a

parcel between a quarter-acre and a half-acre for the proposed Pump Station with the understanding that the Town will clean the two ponds, extend some storm drain pipes and remove the overgrown trees and shrubs around the ponds. This work is anticipated to take a week to complete with a cost of \$15,000 to \$20,000.

### **Easements for Contract 2 and 3:**

Attorney Hagan has completed eleven (11) easements, eight (8) waiting for verification with a total of nineteen (19) easements for Contract 3.

After a discussion of the outstanding easements took place, First Selectman Burke made a motion which was seconded by Selectman Szatkowski not to waive any residential assessments in the Stony Hill sewer project in exchange for an easement or for any other reason.

Commissioner Michaels questioned the reason for the motion. Mr. Morosky indicated a couple of residents requested that their assessments be waived in exchange for the easements needed by the Town. They were seeking a full or partial waiver of their sewer assessments. Mr. Morosky also explained that the Town typically does restoration work on properties in which they receive temporary or permanent easements. The work of the restoration varies from as little as replacing shrubs to replacing driveways, walls and fences. No cash payments or assessment waivers have been negotiated for any of the forty plus easements that have been executed thus far. Commissioner Michaels was satisfied with explanation.

First Selectman Burke made a motion which was seconded by Selectman Szatkowski indicating the Town of Bethel will not waive any sewer assessments. Vote, All in Favor, Motion Carries.

### **Supervisor's Report:**

Kelly Curtis, Utilities Supervisor updated the Commission on the following:

Nashville Road, seven (7) services were swapped from the old 4-inch main to the 12-inch main. Following the shutdown of the 4-inch main, a single service was found that needed to be swapped. This will be done either in the next two weeks or next spring, depending on the availability of hot-mix asphalt.

A Bethel resident is performing a Merit Project, (which is a community based project) and seeking to paint all Fire Hydrants in the Town (approximately 270); Mr. Curtis welcomes the help and will provide the paint.

Ed Knapp of the Water Department indicated to Mr. Curtis for the last month water use is at an all time low.

A new pump was purchased for \$5,000 for the Trowbridge Pump Station in F.J. Clarke Park,. The pump was (20) twenty years old and beyond its useful life.

Mr. Curtis was contacted by Ken Kemp representative of URS regarding an ice issue due to ground water on Payne Road. Ken indicated Ludlow will seal up all the manholes which will help with the ground water seeping into the sewer system.

Len Assard asked whether a vacuum test was performed, Kelly indicated URS did perform the test, but it did not include the manhole frame, only to the top of the cone.

Utility Department is still down (2) two men, due to injuries/illness.

The Toll Brothers project on Reservoir Street is going well with installation of the gas main in progress

Mr. Curtis suggested to the commission to purchase the Public Works Director's pickup truck when the lease is up for the utility department, the pickup only has about 15,000 miles and will be four years old.

**New Business:** First Selectman made a motion, which was seconded by Commissioner Michaels to add to the agenda the application for Pasquale and Vittoria Muraca. Vote, All in Favor, Motion Carries.

**Pasquale and Vittoria Muraca Application:**

Mark Kornhaas of Artel Engineering Group represented Pasquale and Vittoria Muraca. The application before Planning and Zoning for building (2) two Multi- Family homes with a total of (4) units on Maple Avenue requires approval from the PUC for connection to the Bethel Water and Sewer Utilities.

Mr. Morosky indicated that the Tighe & Bond study had accounted for a potential subdivision at this location with additional units and that an allocation for future flows is included in the buildout analysis.

First Selectman Burke made a motion which was seconded by Commissioner Michaels to approve Pasquale and Vittoria Muraca's application to Planning and Zoning since there are already Water and Sewer utilities in the street and a sewer allocation has been made in the amount in the Water Pollution Control Plan of 193 gallons per day per unit. Vote, All in Favor, Motion Carries.

**2009 Meeting Schedule**

First Selectman Burke indicated the Meeting Schedule for 2009 can not be voted on as of yet due to the fact that the Charter changed and meeting schedules are now established in January.

First Selectman Burke made a motion which was seconded by Billy Michaels to set the next Regular PUC Meeting for January 5, 2009. Vote, All in Favor, Motion Carries.

**Adjourn:**

As there was no further business on today's agenda, First Selectman Burke made a motion, which was seconded by Commissioner Gribbin, to adjourn the meeting at 5:30 p.m. Vote, All in Favor, Motion Carries.

Respectfully submitted,



Tracy Rogalski  
Recording Secretary

12/01/2008 11:32 AM To  
<dpuc.executivesecretary@po.state.ct.us>  
cc  
  
bcc  
  
Subject  
United Water's proposed acquisition of Bethel Consolidated

Nicholas E. Neeley  
Acting Executive Secretary  
DPUC

Dear Mr. Neeley,

I have recently been made aware of the fact that my local water company, Bethel Consolidated, is attempting to sell their entire operation to United Water. As a customer, I have grave concerns over rate increases, current sewer costs to effected residents, and the fact United Water is a subsidiary of a foreign company.

I am hoping that should this sale go through, certain conditions will be attached to the sale to protect the consumers of Bethel.

#### RATE INCREASES

While I have read through the litany of documents posted on the internet, I do not have a clear comprehension of what the selling price for Bethel Consolidated is - an important factor for discussion for what is more clear and compelling about this proposed sale:

United Water will be raising rates on former Bethel Consolidated customers up 75% of the current United Water rates upon closing this deal, and raising further to 100% of what current United Water rates will be - after they (United Water) apply for state approval for their next rate increase.

United Water rates are currently significantly higher than Bethel Consolidated. The average family of four who are United Water Customers pay \$480 per year. This is 100% more than certain families in my neighborhood pay for their current Bethel Consolidated water, and significantly more than I currently pay in an average year.

The interrogative communications between DPUC and United Water do not seem to fully address this fundamental rate issue which should be at the core of discussions, in addition to service. I did not see a reply from United Water to the question posed by the state as to whether the sale is contingent upon the state approving United Water's planned rate increases. The rate increase, without any improvement to service, will be exorbitant - an amount the DPUC would never approve (according to the documented history of previous applications for increases in the state of Connecticut.)

I am hoping that Public Act 94-219 or possibly a separate legislation may be the deterrence needed to avoid massive rate increases should this sale get approved.

CURRENT SEWER ASSESSMENTS: WHAT IS THE CUSTOMER'S THRESHOLD IN THIS ECONOMY? BAD TIMING

The area of Bethel which will be most effected by this sale is in the midst of the construction of a sewer system which has been very costly to the average homeowner. Out of pocket costs to these homeowners like myself range from \$2500-\$4000 to trench a sewer line, plus \$750 to connect the sewer, to annual assessments of approximately \$1200+ , as well as usage fees amounting to another \$200-\$300 per year.

BAD TIMING

While the described sewer issue and water company sale may not be directly related, I hope it displays the fact that the people of the Stony Hill area of Bethel (who are current Bethel Consolidated customers) will have an extremely difficult time handling further significant rate increases which will immediately follow this sale, if made without conditions.

More compelling is that United Water is offering no clear plan showing any advantage their purchase of Bethel Consolidated will provide beyond having a website and the latitude to pay via a credit card or automated bank draft. Their response to your interrogative on this question is a point of true weakness. I suppose the coming hearing will shed more light on this matter.

FOREIGN COMPANY CONTROLLING U.S. WATER SUPPLY

Lastly, from a philosophical and patriotic perspective; do we really want a foreign entity controlling American water supply? I understand that the parent company is a \$60 billion conglomerate and currently owns and supplies water to 7 million Americans, but is this really a concept we want to see flourish?

Are they truly the only game in town for Bethel Consolidated? What about the town of Bethel purchasing this company and using the profits to defray the costs of the new sewer system? Could this be a recommendation of the DPUC should it decide to deny this proposed sale?

I am minimally seeking that certain rate restrictions be put on to any agreement as a condition of this proposed sale. Water supply is clearly a business which truly is a monopoly. While I don't believe in big government, in the case of a monopoly like this, the citizens only hope is that a commission like the DPUC will protect our rights as related to cost and service. And maybe the town could step in.

You should know that this area of Bethel is home to many fixed-income Seniors, Veterans, and families whose children are in Bethel schools and are saving (or already paying) for college in the midst of an uncertain economy.

I appreciate your consideration of my concerns and do hope this will be addressed favorably for the tax-paying citizens of Bethel effected by this proposed sale. Thank you for reading and considering my letter.

Best Regards,

David L. Bono

18 Chimney Drive  
Bethel, CT 06801  
203-733-8243 cell  
203-743-5891

To Whom it may concern,

I've sent the attached to the local newspapers in STRONG OPPOSITION to the terms of the proposed sale of Bethel Consolidated (as I understand what this means) to the subsidiary of a foreign firm, Suez.

The proposal requests a 2 tier rate increase, 75% of united and then 100%. which translates to a 50% then 100% increase for what we pay now, with absolutely NO CHANGE in the service provided, poor water pressure and all.

The United Water rates also charge homeowners a higher rate than commercial users per the attached tariff schedule. That's unfair! Water is Water, and just as the property tax mill rate is the same per thousand for ALL properties, the rate per 1000 gallons should be the same, possibly discounting for volumes.

Also, we in Chimney Heights are getting, or will be getting assessed for installation of new Sewers, costing the typical homeowner as much as \$1700 additional a year in fees and assessments when bonded. Adding a doubling of the water bill to this is a terrible burden in these strained financial times.

If there is no legal way to prevent a sale, I request two things from the DPUC.

First, require the sale to an AMERICAN owned firm, and not turn over MY water supply to a foreign company.

Second, that year to year rate increases be capped to no more than 2x the rate of inflation for how ever long it may take to "catch up"... and not a 2 step outrageous increase! At 6% a year rate increase, it will take 12 years to double the rates. At 10% a year, it will take just over 7 years. This is less burdensome than a 2 step wallop.

You, the DPUC are the only agency in the state who can mitigate this burden which will slam seniors, veterans and retirees on fixed incomes. One can't do without water!

Perhaps the Town of Bethel could consider buying the utility, or in the public good, taking it by eminent domain. This is a perfect use of that tool, and by copy to our Town's attorney and First Selectman, I encourage exploration of that possibility.

If I'm unable to attend the December 4th hearing, this email and its attachments will serve as part of the opinions I wish to express as my public input.

I hope the community turns out in force to oppose this plan as stated and to demand rate increase mitigation.

-----Original Message-----

From: Bill Hillman [mailto:billhillman@billhillman.com]  
Sent: Wednesday, November 26, 2008 10:11 PM  
To: Alice Tessier; Mhomayonpour  
Subject: Bethel Consolidated Water being sold

Dear Ms. Homayonpour, Tessier:

The attached notice was received earlier today, alerting to a public hearing on December 4th in reference to the sale of Bethel Consolidated to United Water/Suez, a subsidiary of a French company:  
<http://www.suez-environnement.com>  
Of great concern is

- 1) Foreign Ownership of our water and
- 2) A dramatic potential rate increase for customers of Bethel Consolidated.

Certainly this is newsworthy, and merits something in the paper, both in advance of and following the Dec 4th hearing.

To make matters worse, as I understand the situation with the Sewers, I have to pay for a new meter anyway, so the United water rates will be higher, with little investment on their part for capital improvements.

I fear this is a huge rip-off that will double my water costs or worse.

"The average annual cost for water for a family of four at United Water is approximately \$480.00"  
<http://www.unitedwater.com/uwct/customer.htm>

I pay about \$240 a year now!

I've attached additional information. I hope these facts get out to Bethel, this is a huge change!

Thanks

Bill Hillman  
86 Walnut Hill Rd  
Bethel, CT 06801  
203 730 8508



MasterTariffCT.pdf

<http://www.dpuc.state.ct.us/SearchDB.nsf/Industryform?OpenForm>

Docket # Title

▼ 08-10-08

▼ DPUC and DPH Joint Investigation Into Application of United Water Connecticut Inc. to Acquire Assets of Bethel Consolidated Company, Inc. [08-10-08]

▼ DRN [08-10-08] UNITED / Acquisition [BPD] Staff: Oprica / < L> Levesque / Marcelynas

TS External [08-10-08] [BPD] Last Revised: 10/28/2008

Corres. 10/14/2008 [08-10-08] (DPUC) - Acknowledgement Letter

Corres. 10/28/2008 [08-10-08] (DPUC) - DPH Recognized as Joint Hearing Agency

Corres. 11/10/2008 [08-10-08] (DPUC) - Order or Written Request to Cease Operations Per 16-46(a)

Corres. 11/26/2008 [08-10-08] (Bill Hillman) - sale of bethel to united water customer comments

Corres. 12/01/2008 [08-10-08] (David Bono) - customer comment

▼ Interrogos from CSU to United 1 thru 5-Issued 11/13/2008 [08-10-08]

Question(s) Answered 1, 2, 3, 5 (United Water Connecticut Inc.) Date Filed: 11/26/2008

▼ Interrogos from WA to United & Bethel 1 thru 14-Issued 11/10/2008 [08-10-08]

Question(s) Answered 1 thru 14 (United Water Connecticut Inc.) Date Filed: 11/26/2008

Question(s) Answered 1, 3 (United Water Connecticut Inc.) Date Filed: 12/01/2008

▼ Motion No. 001 11/06/2008 (Town of Bethel) - Req Intervenor Status [08-10-08]

Ruling to Motion No. : 001 11/06/2008 (DPUC) - Type Ruling = Granted [08-10-08]

▼ Motion No. 002 11/14/2008 (Bethel Consolidated Company) - Bethel Consolidated request to cease operations [08-10-08]

Ruling to Motion No. : 002 11/14/2008 (DPUC) - Type Ruling = Granted [08-10-08]

▼ Motion No. 003 11/28/2008 (United Water Co) - Please note on Response to CSU-4, we request an extension until December 10, 2008 to provide written answers [08-10-08]

Ruling to Motion No. : 003 11/28/2008 (DPUC) - Type Ruling = Moot [08-10-08]

Motion No. 004 12/01/2008 (Ms.Gerald F. Mills) - Motion for Intervenor Status [08-10-08]

Notice, Corrected Notice of Hearing 11/24/2008 (Corrected - Renamed Title/Stat ... ) [08-10-08]

Notice, Hearing 10/29/2008 (12/4/08 - In Bethel, 12/11/08 ... ) [08-10-08]

Notice, Inspections 12/01/2008 (12/4/08 in Bethel ... ) [08-10-08]

discretion, an adequate source of supply in the minimum amount as set forth in Paragraph 9.6 and (ii) for any reason the Danbury/Bethel Consolidated Agreement dated October 26, 2001, expires, or is otherwise terminated and (iii) Purchaser makes the determination that the Berkshire Well referred to herein is no longer used or useful for potable water utility supply purposes; or (iv) the State of Connecticut Department of Health or other agency then having jurisdiction requires formal closure and abandonment of the Berkshire Well, then Purchaser shall terminate the well easement for the Berkshire Well and related sanitary radii easements and file appropriate releases of the easements on the Bethel Land Records. This paragraph shall survive Closing of Title.

### 1.2 CONSIDERATION.

The purchase price is FOUR HUNDRED FORTY THOUSAND and no/100ths (\$440,000.00) DOLLARS which the Purchaser agrees to pay as follows:

- (a) As the deposit before or upon the signing of this Agreement, receipt of which is hereby acknowledged, subject to collection; \$ 44,000.00  
(The deposit shall be held in an interest bearing trustee account until Closing with the interest paid to the party receiving the deposit)
- (b) Upon the delivery of the deed by wire transfer or by certified check or official bank check drawn on a bank having an office in New York or Connecticut, the proceeds of which are immediately available; \$396,000.00

TOTAL \$440,000.00

Any deposit made hereunder shall be paid to the Seller's attorney who shall hold the same as escrow agent subject to the terms and conditions hereof and release same to Seller at the time of closing of sale or to the party entitled thereto upon sooner termination of this Agreement. Any other deposits held by other parties shall immediately be forwarded to Seller's attorney to be held under the same conditions. Prior to any release of the funds to either party for any reason other than a closing, Seller's attorney shall provide not less than 7 days notice to both parties. In the event of any actual or claimed dispute, the Seller's attorney may commence an action of interpleader or similar proceeding and may deposit the down payment with a court of competent jurisdiction, whereupon said attorney shall have no further liability or obligation with regard to said funds.

1.3 Expenses of Transaction. Except as otherwise expressly stated in this Agreement, each party shall bear its own respective attorneys' and accountants' fees and expenses, investigation expenses, and consultants' fees in connection with the

DOCKET NO. 08-10-08

APPLICATION OF UNITED WATER CONNECTICUT, INC.  
TO ACQUIRE ASSETS OF BETHEL CONSOLIDATED COMPANY, INC.

NOTICE OF HEARING

Dear Customer,

The purpose of this notice is to advise you that United Water Connecticut, Inc. has filed an Application (Application – Docket No. 08-10-08) with the Connecticut Department of Public Utility Control (DPUC) to acquire assets of the Bethel Consolidated Company, Inc. If approved, United will become the water utility service provider for Bethel Consolidated customers. An important aspect of the Application is a request by United Water to phase in, for Bethel Consolidated customers, in two steps, the water rates of United Water Connecticut Inc. Initially in Step 1 the proposed rates would be seventy-five percent of the current United Water rates and, in the second step, one hundred percent of the United Water rates upon approval of revised rates at United's next general rate case.

In addition, United also requests the rules, regulations, fire protection and miscellaneous service charges of United Water Connecticut, Inc. as approved by the Connecticut Department of Public Utility Control be adopted for Bethel Consolidated customers.

United Water Connecticut Inc. serves existing customers in Woodbury, Brookfield, New Milford and Newtown, Connecticut.

A public comment hearing on the Application will be conducted at the Bethel Municipal Center, 1 School Street, Bethel, Connecticut, on Thursday, December 4, 2008, at 7:00 p.m. The hearing will continue at the Department of Public Utility Control Offices, Ten Franklin Square, New Britain, Connecticut, on Thursday, December 11, 2008 at 9:30 a.m. You are welcome to provide comments at the hearing, or in writing via e-mail addressed to: [dpuc.executivesecretary@po.state.ct.us](mailto:dpuc.executivesecretary@po.state.ct.us), or by writing to the Department of Public Utility Control, Attention: Nicholas E. Neeley, Acting Executive Secretary, 10 Franklin Square, New Britain, CT 06051. Please refer to Docket No. 08-10-08 on all customer correspondence. Information pertaining to the subject docket can also be found on the DPUC's website at [www.state.ct.us/dpuc](http://www.state.ct.us/dpuc). For more information on the hearing schedule and locations you may call the DPUC toll-free at (800) 382-4586.

Please know that you may also contact United Water Connecticut Inc. at (860) 354-4118 with questions regarding this notice or the application in Docket No. 08-10-08.

Very truly yours

UNITED WATER CONNECTICUT INC.

By \_\_\_\_\_

Kevin Moran, Manager

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**COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO**  
**PROFESSIONAL CORPORATION**  
**ATTORNEYS AT LAW**  
148 DEER HILL AVENUE, POST OFFICE BOX 440, DANBURY, CONNECTICUT 06813-0440

FRANCIS J. COLLINS  
EDWARD J. HANNAFIN  
JACK D. GARAMELLA  
PAUL N. JABER  
JOHN J. TUOZZOLO\*  
ROBERT M. OPOTZNER  
E. O'MALLEY SMITH  
THOMAS W. BEECHER  
EVA M. DEFranCO  
CHRISTOPHER K. LEONARD  
LAURA A. GOLDSTEIN  
GREGG A. BRAUNEISEN\*\*  
GAIL HAMATY MATTHEWS†  
BRYAN V. DOTO\*\*  
STEPHANIE B. NICKSE\*\*

TELEPHONE (203) 744-2150  
EXTENSION:  
FACSIMILE (203) 791-1126

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RIDGEFIELD OFFICE:  
24 BAILEY AVENUE  
RIDGEFIELD, CONNECTICUT 06877  
TELEPHONE (203) 438-7403  
FACSIMILE (203) 438-7425

November 13, 2008

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INTERNET ADDRESS:  
[HTTP://WWW.CHGJLAW.COM](http://www.chgjlaw.com)  
PLEASE RESPOND TO DANBURY OFFICE

\*OF COUNSEL  
\*\*ALSO ADMITTED IN NEW YORK  
†ALSO ADMITTED IN PENNSYLVANIA

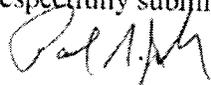
Nicholas E. Neeley  
Acting Executive Secretary  
Department of Public Utility Control  
10 Franklin Square  
New Britain, CT 06051

**Re: Docket No. 08-01-08, Application of United Water Connecticut Inc.  
To Acquire Assets of Bethel Consolidated Company, Inc.**

Dear Mr. Neeley:

Please consider this letter a written request by Bethel Consolidated Company, Inc., pursuant to Connecticut General Statute §16-46(a), to cease operations and discontinue service in its current franchise area subsequent to the Department of Public Utility Control's approval of the sale of the assets of Bethel Consolidated Water Company, Inc. to United Water Connecticut Inc. and upon the Closing of Title to those assets to United Water Connecticut Inc.

Respectfully submitted,

  
Paul N. Jaber

PNJ:emb

cc: Mr. Roy Steiner/Bethel Consolidated Company, Inc.  
Ted D. Backer, Esq.

Application of United Water Connecticut, Inc. to Acquire Assets  
of Bethel Consolidated Company, Inc.

Date of Submission: November 26, 2008

Response to Interrogatory CSU-5 provided by Kevin Moran, Manager of United Water Connecticut Inc.

CSU 5: List all those categories of operations of Bethel that its acquisition by UWC will benefit Connecticut customers. For each listed category, explain how the operations will be improved.

Response: Unlike many of the other small water systems that UWC has taken over, Bethel is a well run water system. UWC's ownership will guarantee that the level of service currently being rendered will not diminish in the future.

All classes of customers:

Compliance with regulations and standards: UWC is better able to deal quickly in addressing changes to the standards of water quality. The larger pool of engineering staff and access to funds allows it to more easily address any changes.

Access to Company and industry information: UWC maintains a web site that provides an abundance of information about itself including conservation and other informational links to the water industry.

Meter reading technology: The existing meters in the Bethel system are currently being changed out by the Town of Bethel for sewer billing purposes. It is not clear if the Town of Bethel will continue with the change out of the older meters. UWC however intends to complete the change of the existing outdated meters installing radio read meters which provide customers with a high percentage of actual readings and new features such as leak detection capability.

Payment options: UWC provides several payment options to its customers including the ability to pay by credit card, and direct withdrawal. UWC is currently setting up on line bill payment as well.

**Docket No. 08-10-08**

**Application of United Water Connecticut, Inc. to Acquire Assets  
of Bethel Consolidated Company, Inc.**

**Date of Submission: November 26, 2008**

**Response to Interrogatory CSU-4 provided by Kevin Moran, Manager of United Water Connecticut Inc.**

**CSU-4** Provide a copy of any information that has been (or will be) mailed to customers  
Regarding the proposed acquisition include the timing of such notification.

**Response:** UWC hereby respectfully requests an extension until December 10, 2008 to  
provide written answers.

**Docket No. 08-10-08**

**Application of United Water Connecticut, Inc. to Acquire Assets  
of Bethel Consolidated Company, Inc.**

**Date of Submission: November 26, 2008**

**Response to Interrogatory CSU-3 provided by Kevin Moran, Manager of United Water Connecticut Inc.**

**CSU-3** Describe in detail the immediate customer service benefits to Bethel customers that will result from the proposed acquisition of assets.

**Response:** UWC currently maintains a larger work force, currently at twelve full time employees. The same high level of service currently enjoyed by UWC customers will be applied to current Bethel Consolidated customers. Additionally, the current Bethel Consolidated customers will have access to UWC's website where they will have easy access to information on the Company, its policies and links for information on conservation and education. They will also have the availability of payment options including the ability to pay by credit card and on line bill payment (when available) and direct withdrawal options. Further benefit will be derived from the broader knowledge base of a large water utility company.

See also Answer to Interrogatory WA-14 by Kevin Moran.

**Docket No. 08-10-08**

**Application of United Water Connecticut, Inc. to Acquire Assets  
of Bethel Consolidated Company, Inc.**

**Date of Submission: November 26, 2008**

**Response to Interrogatory CSU-2 provided by Kevin Moran, Manager of United Water Connecticut Inc.**

**CSU-2** Identify who at UWC will be responsible for responding to customer service complaints, meter readings, billing questions and filed service calls.

**Response:** The existing United Water staff will be responding to customer service complaints, meter readings, billing questions and field service calls in the same manner as all existing United Water customers.

**Docket No. 08-10-08**

**Application of United Water Connecticut, Inc. to Acquire Assets  
of Bethel Consolidated Company, Inc.**

**Date of Submission: November 26, 2008**

**Response to Interrogatory CSU-1 provided by Kevin Moran, Manager of United Water Connecticut Inc.**

CSU-1 Does United Water Connecticut Inc. (UWC) have any plans within the next 12 months to change Bethel Consolidated Company, Incorporated's (Bethel) current customer service policies and practices, including any changes to its billing procedures or personnel? If so, describe those changes and provide any related documents associated with the change.

Response: UWC intends to implement its own service policies and practices which we believe are in harmony with Bethel's policies and practices. UWC will implement its own current billing procedures commencing on the Closing of Title.

UNITED WATER CONNECTICUT INC.

RULES AND REGULATIONS:

RATES

## RULES AND REGULATIONS

## A.) CONTRACT

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied with water by **United Water Connecticut Inc.**, and every customer shall be considered to have expressed consent to be bound hereby. The meaning and application of these Rules and Regulations shall be interpreted by the Company. The Company reserves the right to change the Rules and Regulations without notice upon approval by the Public Utilities Control Authority.

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## B.) DEFINITIONS

1. "Company" refers to **United Water Connecticut Inc.**
2. "Customer" means any person, firm, corporation, company, association, governmental units, lessee who by terms of a written lease is responsible for the water bill, or owner of property furnished water service by the Company.
3. "Family" means any number of individuals living as a single house-keeping unit.
4. "Meter" means any device for measuring the quantity of water used as a basis for determining charges for water service to a customer.
5. "Premises" shall include but is not restricted to the following:
  - (a) A building or combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family as a residence or one corporation or firm as a place of business, or
  - (b) each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one firm, as a place of business, or
  - (c) a building owned or leased by one customer and having a number of apartments, offices or lofts which are rented to tenants using, in common, one hall and one or more means of entrance, or
  - (d) a building two or more stories high under one roof owned or leased by one or more customer, and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors, or

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Issued: March 20, 2008Effective: March 13, 2008

Per Docket No. 07-05-44

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**RULES AND REGULATIONS (Cont.)**

- (e) a combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership, or
  - (f) a public building, or
  - (g) a single plot, used as a park or recreational area.
6. "Main" means a water pipe, owned, operated and maintained by the Company, which is used for the purpose of transmission or distribution of water but which is not a water service line.
7. "Service Line" means the pipe that runs between the main and the customer's place of consumption. A service line consists of a "service connection" and a "service pipe," both as defined in Section D.
8. "Delinquent Account" means a bill for water service which has remained unpaid for a period of more **than 33 days from the date a bill is mailed for bills rendered on a monthly basis or a bill for water service which has remained unpaid for a period of more than 63 days from the date a bill is mailed for bills rendered on a quarterly basis.** No partial payment of any delinquent account shall affect the delinquent status of the amount remaining unpaid on such accounts. C
9. Customer classifications
- "Residential" means a customer located in a building as defined by:
- (a) A building under one roof which is owned, leased, or rented by one party and occupied as a residence.
  - (b) Each unit of a multiple unit building under one roof which is owned, leased, or rented by one party; occupied as a residence; and which is separately metered.
- "Commercial" means a customer located in a building as defined by:
- (a) A building containing two or more apartments or family units which are rented or leased to tenants.
  - (b) A building occupied by a retail or service business which does not manufacture any item(s) on the premises.
  - (c) Any building containing any combination of (a) and (b) above.

## RULES AND REGULATIONS (Cont.)

- (d) A hotel, motel, tourist court, trailer court, or mobile home park which rents or leases rooms or spaces to tenants.

"Public Authority" means a customer located in a building as defined by a publicly owned building such as a school, city hall, courthouse, firehouse, hospital, or public institution.

"Industrial" means a customer located in a building as defined by any building or combination of in the same compound whose primary use is for the manufacture, fabrication, and/or assembly of any product.

## C.) APPLICATION FOR SERVICE LINE &amp; APPLICATIONS FOR WATER SERVICE

1. All applications for new or renewal service lines must be made by the owner (or his duly authorized representative) of the premises to be supplied, on forms provided by the Company.
2. All applications for water service must be made by the Customer, on forms provided by the Company.
  - (a) No charge will be made for turning on water service when a turn on is for--start up of service. See "Table of Miscellaneous Fees" in the TARIFF SCHEDULE.

## D.) SERVICE LINES

1. "Service Connection" means the portion of the service line from the main to and including the curb stop, at or adjacent to the street line or the property line. It shall include such other valves, fittings, etc. as the Company may require at or between the main and the curb stop, but does not include the curb box. The Company shall be responsible for the tapping of the main and furnishing the corporation cock, for which a reasonable charge may be made. All service connections shall include a curb stop.
  - (a) The Company shall furnish, install, own and maintain at its own expense all new service connections, provided the costs of excavation, backfill, and removal and replacement of paving, walks, curbs, etc., necessarily incurred in respect to new services, are borne by the customer or owner of the premises.

Issued: March 20, 2008

Effective: March 13, 2008

Per Docket No. 07-05-44

## RULES AND REGULATIONS (Cont.)

- (b) The Company shall furnish, install, own and maintain at its own expense all replacement service connections, including the costs of excavation, backfill, and removal and replacement of paving, walks, curbs, etc., necessarily incurred in respect to each replacement.
2. "Service Pipe," means that portion of the service line from the curb stop to the place of consumption.
- (a) The Customer at his own expense shall furnish, install, own and maintain the necessary curb box and service pipe, and shall keep them in good repair and in accordance with reasonable requirements of the Company. A curb box shall be installed at each curb stop, to which the Company shall have access at all reasonable times.
- (b) No water service pipe shall be connected to the distribution system unless the size, material, and location have been approved by the Company. The material or type of pipe used for service pipe shall be either copper, plastic, or cast or ductile iron, each of the standard size and quality hereinafter specified.
- 1) Copper Tubing shall be Type K as covered in A.S.T.M. Specifications not smaller than  $\frac{3}{4}$ ". All connections must be made by means of compression-type couplings designed for the purpose.
  - 2) Plastic Pipe in Sizes up to 211 shall be ultra-high molecular weight polyethylene water service tubing rated for at least 160 psi. All connections shall be made with compression-type couplings with stainless steel stiffeners which are designed for the purpose. Plastic pipe in sizes over 211 shall be PVC pipe with gasketed joints rated for a minimum of 160 psi.
  - 3) Cast Iron Pipe shall meet AWWA specifications. It shall be cement lined and shall have rubber gasketed joints.
  - 4) Ductile Iron Pipe shall meet AWWA specifications. It shall be cement lined, shall have a minimum thickness Class 50, and shall have rubber gasketed joints.

**RULES AND REGULATIONS (Cont.)**

- (c) Except under unusual conditions and then only with the consent of the Company, no service pipe shall be installed to supply more than one premises. Any non conforming service pipe now existing shall, upon renewal of same, be made to conform with the above regulations.
  - (d) An approved gate valve shall be installed by the Customer on service pipes immediately before and after the meter setting, except in such case when special permission is given by the Company to install elsewhere.
  - (e) All service Pipes must conform to the rules of the State Department of Health Services concerning cross connections on file in the office of the Company.
3. The trench in which the service lines are to be installed shall be of such depth that the service, when installed, has at least 5'0" coverage. The bottom of the trench shall be free of large stones or other objects which could harm the service. The trench shall be backfilled with clean fill (i.e., free from large stones, debris, etc.) and shall be hand filled for at least 6" from the top of the service line.
  4. So far as practicable all pipe shall be laid in a straight line from the main to the inside of the building wall.
  5. All pipe shall be tested before it is covered up.
  6. The installation of combined fire and domestic service lines will not be permitted without special approval of the Company and on such conditions as the Company may specify.
  7. The Company shall, with the cooperation of the Customer, make an adequate inspection of the Customer's service line in order to determine that it complies with Company specifications and requirements.
  8. Any non-conforming service lines now existing shall upon renewal of same be made to conform with the above.
  9. The cost of thawing service lines will be shared equally between the Company and the Customer, except where the service line is owned in its entirety by the Customer. \* In the latter circumstances, the cost of thawing is the responsibility of the Customer.

\* Those installed prior to 1966 are entirely Customer owned.

Issued: March 20, 2008

Effective: March 13, 2008

Per Docket No. 07-05-44

## RULES AND REGULATIONS (Cont.)

## E.) METERS

1. All meters shall be furnished, installed, and maintained at the expense of the Company. Any damage caused by freezing, heating, carelessness, or neglect of the Customer will be repaired by the Company at the expense of the Customer.
2. When notice is received that a meter is out-of-order, the Company will make repairs as soon as possible, and no one except an employee or authorized agent of the Company will be allowed to disturb or interfere with the meter.
3. There shall be only one meter on a service line.
4. If pipes in a building are to be drained, the Company shall be notified so that it may remove the meter to prevent it from freezing.
5. Meter will be tested in accordance with the Rules and Regulations of the Public Utilities Control Authority.

## F.) METER SETTING

1. All meters shall be set at convenient locations, accessible to the Company, and shall be subject to its control. All service lines over 150 feet from tap to dwelling will require a meter pit. Meters shall, when possible and agreeable to the Customer and the Company, be installed within the building supplied, at a point approved by the Company, so as to control the entire supply. A proper location and protection, therefore, shall be provided by the Customer. The Customer must bear the cost of all piping changes on his premises made necessary to receive the meter.
2. In any case where it is not convenient or agreeable to both the Customer and the Company to place the meter within the building, the meter will be placed outside the building in a suitable vault of concrete or brick, or meter box, provided with a suitable covering and locking device. The outside meter vault or meter box shall be located inside the property line or near the curb stop at the option of the Customer and built at the expense of the Customer. It shall be a suitable and safe place for the installation of the meter, and acceptable to the Company.
  - (a) The cover and locking device for each outside meter vault or meter box shall conform to a proper uniform standard established by the Company.

Issued: March 20, 2008Effective: March 13, 2008

Per Docket No. 07-05-44

**RULES AND REGULATIONS (Cont.)**

3. In any case where a meter with a remote reading device is installed, the location of the remote reading device shall be determined by the Company.

## G.) ACCESS TO PROPERTY

1. The Company shall have access at all reasonable hours to meters, service connections and other property owned by it which may be located on a Customer's premises for the purposes of installation, inspection, maintenance, operation, or removal of its property at the time water service is to be terminated. Any employee of the Company whose duties require him to enter the Customer's premises will wear a distinguishing uniform or other insignia, identifying him as an employee of the Company, the same to be shown by him upon request.

## H.) PRIVATE FIRE SERVICE

1. Fire hydrants and sprinkler systems shall be installed and maintained at the expense of the Customer. The size, material and locations of piping and specifications for any tanks and/or pumps which may be required shall be submitted in writing to the company for approval. The Company may meter private fire lines where there is demonstrated justification, such as unauthorized use of the service and/or use where circumstances prevail in the Customer's premises.
2. Operating tests of private fire hydrants and sprinkler systems shall be made only after written notification to, and approval by, the Company.
3. No water shall be taken from a private fire hydrant except for use on the property on which it is located, nor for any purpose other than to extinguish fires or to test fire fighting equipment. Such uses of water for purposes other than fire fighting shall be made only after written notification to an approval by the Company.
4. In cases where a private development is to be served by a single service connection and ownership of the single service pipe or distribution main is not held by the Company, a separate fire service main may be required to accommodate private fire hydrant service.

Issued: March 20, 2008Effective: March 13, 2008

Per Docket No. 07-05-44

**RULES AND REGULATIONS (Cont.)**

5. The Company shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to leakage due to the installation of a private fire hydrant service.
6. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire or otherwise and shall be free and exempt from any and all claims for damages on account of any injury to property or persons by fire, water, failure to supply water or pressure, or for any other cause whatsoever.

**I.) PUBLIC FIRE PROTECTION**

1. The Company will consider installation of public fire hydrants only upon written authorization from the political subdivision in which the unit is to be installed.
2. Fire hydrants are provided for the sole purpose of extinguishing fire and are to be opened and used only by the Company and the Fire Department, or by such other persons as may be specifically authorized by the Company who have procured written permission.
3. The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire or otherwise and shall be free and exempt from any and all claims for damages on account of any injury to property or persons by fire, water, failure to supply water or pressure, or for any other cause whatsoever.

**J.) WATER BILLS**

1. All bills will be rendered in accordance with the "Terms of Payment" contained on the appropriate Rate Schedule, and shall be due and payable upon presentation.
2. At its discretion, the Company may upon written request of the property owner, render water bills to tenants. However, the property owner shall be liable for payment of bills due for water supplied such premises, except for a tenant who by terms of written lease is responsible for the water bill.
3. When a new tapping is made and water is turned on before a meter is installed, the Customer will be billed the minimum charge in accordance with the established rate.

Issued: March 20, 2008Effective: March 13, 2008

Per Docket No. 07-05-44

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**RULES AND REGULATIONS (Cont.)**

4. Whenever a meter fails to register or a meter reading is not available, an estimated bill will be rendered based upon consumption in a corresponding prior or subsequent period.

**K.) DISCONTINUANCE OF SERVICE**

1. Any customer may discontinue water service by giving the Company written notice not less than 48 hours prior to the discontinuance. All liability for charges for service rendered after the discontinuance of service shall cease.
2. When premises will be temporarily unoccupied, the customer shall notify the Company in writing. The water will be turned off and all charges will cease from that date. When the property is again occupied, the Customer shall again notify the Company in writing and the water will be turned on. No refund or allowance will be made for unoccupied property when written notice, both at time of vacancy and at time of occupancy, has not been given as above provided. No refund will be allowed for property unoccupied for a period of time less than one month.
3. In case of vacancy of a customer's property, the Customer must notify the Company, in writing, of such vacancy, and upon his failure to do so, he will become responsible for any damage to the property of the Company arising from freezing, water damage, injury to meter, or any other failure.
4. No charge will be made for turning off water service.
5. A charge will be made for turning on water service in all cases where service has been physically turned off. See "Table of Miscellaneous Fees" in the TARIFF SCHEDULE.

**L.) TERMINATION OF SERVICE**

1. Service may be terminated without notice for the following reasons:
  - a) A condition determined by the Company to be hazardous.
2. Service may be terminated 13 days after mailing written notice for any of the following reasons.

## RULES AND REGULATIONS (Cont.)

- (a) Failure by a Customer to comply with the terms of any agreement whereunder he is permitted to amortize the unpaid balance of an account over a reasonable period of time, if any failure exists by such a Customer to simultaneously keep his account for utility service current as charges accrue in each subsequent billing period;
- (b) When the Company has discovered that by fraudulent means a Customer has obtained unauthorized water service or has diverted the water service for unauthorized use or has obtained water service without same being properly registered upon the Company's meter;
- (c) When the company has discovered that the furnishing of water service would be in contravention of any orders, ordinances, or laws of the Federal Government or the State of Connecticut or any political subdivision thereof;
- (d) Failure of a Customer to furnish such service, equipment, permits, certificates, or rights-of-way as shall have been specified by the Company as a condition to obtain service, or if such equipment or permissions are withdrawn or terminated.
- (e) Failure of the non-residential Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Department of Public Utility Control.
- (f) Failure of the Customer to permit the Company reasonable access to its equipment during normal working hours.
- (g) Failure or refusal of the Customer to reimburse the utility for repairs to or loss of utility property on his property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the Customer or his agents.
- (h) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (i) Tampering with the equipment furnished and owned **by** the Company.

Issued: March 20, 2008Effective: March 13, 2008

Per Docket No. 07-05-44

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**RULES AND REGULATIONS (Cont.)**

- (j) Violation of or non-compliance with the Company's Rules and Regulations.
  - (k) Fraud or material misrepresentation by a Customer in obtaining utility service.
- 3.) Service may be terminated 13 days after mailing written notice that a Customer's account is delinquent, as defined in Section B.8. Such notice will be mailed only after the Company has made a diligent effort to collect the delinquent account, but in no event earlier than 64 days after mailing the original bill (34 days in the case of any Customer billed monthly).

The Company will not terminate service to a Customer for the following reasons:

- a) If the Customer has filed an unresolved complaint or dispute with the Company and/or the Public Utilities Control Authority. Such a complaint must be made to the Company within seven days of his receipt of a termination notice.
- b) If there is known to be serious illness in the home of a residential Customer. The Company must be notified by a doctor within seven days of the Customer's receipt of the termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The notice must be renewed every 15 days or the last day of the period specified by the physician as to the length of the illness. The Customer is required to make a reasonable arrangement with the Company to pay the delinquent part of his bill and to pay all future bills on a current basis while the illness continues.
- c) If the Customer is a landlord or agent for an occupied residential rental property and the delinquent bill is for water service to that Property if practicable arrangements maybe made with the tenant for payment of bills for future service, and appropriate legal action may be taken against the Customer for the delinquent and current amounts. However, if practicable arrangements can be made with the tenant and the tenant refuses to cooperate, the Company may terminate service to the tenant upon proper notification.
- d) On the day immediately prior to a weekend or holiday or any time the business office of the Company is not open for payment of delinquent accounts.

Issued: March 20, 2008

Effective: March 13, 2008

Per Docket No. 07-05-44

**RULES AND REGULATIONS (Cont.)**

4. If service is terminated for any of the reasons set forth in this section, service will not be restored until a turn-on charge is paid. This charge shall be in addition to any other monies due the Company for water and/or any other service. See "Table of Miscellaneous Fees" in the TARIFF SCHEDULE.
- 5.) (a) If abnormal costs are incurred in terminating service for any of the reasons set forth in this section, these costs shall be paid by the Customer before service is restored. These costs are in addition to the turn-on charge provided for in Section L.4. above and any other monies due the Company for water and/or any other service. "Abnormal costs" shall include, but not be limited to, those associated with locating and/or replacing obstructed, hidden and/or broken curb boxes (but not including replacement of the curb stop).
- (b) Except when service is terminated for any of the reasons provided for in Section L-1. above, the Company will provide written notification of the work required to be done under Section L.5(a) above, together with the estimated cost of same. This estimate shall form the basis of the costs to be paid as provided in Section L.5(a) if service is actually terminated; such costs shall be revised to actual as soon as practical and an adjusted bill rendered.

**M.) CUSTOMER DEPOSITS**

1. The Company reserves the right to require a deposit equal to one and one-half the times the minimum charge (rounded to the nearest dollar) for the customer's meter size to secure payments for water service rendered and/or damage to Company property, where the credit of the customer has not been established to the satisfaction of the Company.
2. Deposits will be refunded upon establishment of the customer's credit worthiness, which shall generally be interpreted as payment of all undisputed bills before they become "Delinquent" (as defined in Section B.8.), for a period of two years.
3. The Company will refund said deposit on notice to discontinue service and after payment in full has been made for all bills for service rendered.
4. The Company will pay interest on deposits at the prescribed rate payable upon return of the deposit, except on deposits held less than three months.

Issued: March 20, 2008Effective: March 13, 2008

Per Docket No. 07-05-44

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**RULES AND REGULATIONS (Cont'd.)**

5. The deposit shall cease to draw interest on the date it is returned, on the date service is terminated or on the date notice is sent to the customer's last known address that the deposit is no longer required.

## N.) OTHER PROVISIONS

1. When there is a leak in any service pipe from curb box to customer's premises and the owner cannot be readily found or shall refuse to make immediate repairs, the Company shall have the right to make necessary repairs and charge the customer for same, or alternatively, to disconnect the service line until repairs are made.
2. The Company reserves the right to curtail water usage when scarcity of water or excessive use may, in its opinion, justify such action. T
3. The Company reserves the right to shut off the water supply for necessary repairs. Whenever possible, notice will be given.
4. The Customer shall be responsible for all charges for excess water usage due to undiscovered leaks. However, the Company will, on a case by case basis, review accounts that demonstrate higher than normal consumption caused by water leaks beyond the control of the customer. In those cases deemed appropriate by the Company, the Company will reduce the amount of leaked consumption, less that amount used on a normal basis, by a factor of 50%. An adjusted bill will thereafter be rendered. C
5. Under normal conditions of use of water, the pressure at the customer's service connection shall be not less than 25 p.s.i. and not more than 125 p.s.i. The Company makes no guarantee of continuity of water service or pressure and will not assume responsibility or liability for damages resulting from failure of service or pressure for conditions which include, but are not limited to, A) actions of the elements; B) infrequent fluctuations not exceeding five minutes duration; C) service interruptions; D) causes beyond the control of the utility; E) service elevations. C

TARIFF SCHEDULE

SCHEDULE OF METERED RATES

Application:

To all metered residential customers.

| <u>Meter Size</u> | <u>Per Month<br/>Service Charge</u> | <u>Per Quarter<br/>Service Charge</u> |
|-------------------|-------------------------------------|---------------------------------------|
| 5/8"              | \$ 10.52                            | \$ 31.57                              |
| 3/4"              | 15.78                               | 47.35                                 |
| 1"                | 26.31                               | 78.94                                 |
| 1-1/2"            | 52.62                               | 157.85                                |
| 2"                | 84.19                               | 252.57                                |
| 3"                | 157.85                              | 473.56                                |
| 4"                | 263.09                              | 789.27                                |
| 6"                | 526.12                              | 1,578.35                              |
| 8"                | 841.79                              | 2,525.37                              |

Rates

Per  
1,000 Gallons

For all water used:

\$5.54

Terms of Payment:

All service furnished under this schedule will be billed monthly or quarterly at the option of the Company, in arrears, and the bills are payable when rendered.

Special Provisions:

The Customer shall pay the service charge and for all water consumption at the applicable per thousand gallon rate.

Issued: March 20, 2008

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Per Docket No. 07-05-44

TARIFF SCHEDULE

SCHEDULE OF METERED RATES

Application:

To all metered commercial and public authority customers.

| <u>Meter Size</u> | <u>Per Month Service Charge</u> | <u>Per Quarter Service Charge</u> |
|-------------------|---------------------------------|-----------------------------------|
| 5/8"              | \$ 10.52                        | \$ 31.57                          |
| 3/4"              | 15.78                           | 47.35                             |
| 1"                | 26.31                           | 78.94                             |
| 1-1/2"            | 52.62                           | 157.85                            |
| 2"                | 84.19                           | 252.57                            |
| 3"                | 157.85                          | 473.56                            |
| 4"                | 263.09                          | 789.27                            |
| 6"                | 526.12                          | 1,578.35                          |
| 8"                | 841.79                          | 2,525.37                          |

Rates

Per  
1,000 Gallons

For all water used:

\$4.99

Terms of Payment:

All service furnished under this schedule will be billed monthly or quarterly at the option of the Company, in arrears, and the bills are payable when rendered.

Special Provisions:

The Customer shall pay the service charge and for all water consumption at the applicable per thousand gallon rate.

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Effective: March 13, 2008

Per Docket No. 07-05-44

TARIFF SCHEDULE  
SCHEDULE OF METERED RATES

Application:

To all metered industrial customers.

| <u>Meter Size</u> | <u>Per Month Service Charge</u> |
|-------------------|---------------------------------|
| 5/8"              | \$ 10.52                        |
| 3/4"              | 15.78                           |
| 1"                | 26.31                           |
| 1-1/2"            | 52.62                           |
| 2"                | 84.19                           |
| 3"                | 157.85                          |
| 4"                | 263.09                          |
| 6"                | 526.12                          |
| 8"                | 841.79                          |

Rates

Per  
1,000 Gallons

For all water used:

\$3.42

Terms of Payment:

All service furnished under this schedule will be billed monthly or quarterly at the option of the Company, in arrears, and the bills are payable when rendered.

Special Provisions:

The Customer shall pay the service charge and for all water consumption at the applicable per thousand gallon rate.

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Per Docket No. 07-05-44

TARIFF SCHEDULE

SCHEDULE OF FIXED RATES

Application:

To unmetered customers formerly known as Forest Hills Estates, Inc.

Fixed Charge: \$107.26 per quarter

N

Terms of Payment:

All service furnished under the unmetered rate for customers in the former Forest Hills Estates, Inc. will be billed quarterly, in advance, and bills are payable when rendered.

Special Provision:

When metered, the customer shall be charged for water service under the applicable Schedule of Metered Rates.

Application:

To unmetered customers formerly known as Dean Heights Tax District Water System.

Fixed Charge: \$40.00 per month

N

Terms of Payment:

All service furnished under the unmetered rate for customers in the former Dean Heights Tax District Water System will be billed monthly, in advance, and bills are payable when rendered.

Special Provision:

When metered, the customer shall be charged for water service under the applicable Schedule of Metered Rates.

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Per Docket No. 07-05-44

TARIFF SCHEDULE

SCHEDULE OF FIXED RATES

Application:

Applicable to all customers formerly known as Greenridge Tax District.

|                             | <u>Fixed Charge</u><br><u>Per Quarter</u> |   |
|-----------------------------|---|---|
| Facilities Charge           | \$ 159.06                                 |   |
| Mortgage Pay-down Component | <u>40.50</u>                              | N |
| Total Fixed Charge          | <u>\$ 199.56</u>                          |   |

The total fixed charge includes \$40.50 per quarter or \$162.00 per year for the pay-down of the funds advanced by United Water to payoff the Greenridge Tax District Mortgage (Mortgage Pay-down Component) continuing until the mortgage is paid-off per the Order in DPUC Docket No. 07-04-11.

Terms of Payment:

All service furnished under the unmetered rate for customers in the former Greenridge Tax District will be billed quarterly and bill are payable when rendered.

Issued: June 25, 2008

Effective: June 3, 2008

Per Docket No. 07-04-11

TARIFF SCHEDULE

SCHEDULE OF RATES FOR BULK WATER

Per Truck Load:

No more than 6,000 gallons per load \$75.00

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Terms of Payment:

The bulk water sales will be paid on a cash on delivery basis.

Special Provisions:

All bulk water customers must abide by a special agreement available upon request.

Issued: March 20, 2008

Effective: March 13, 2008

Per Docket No. 07-05-44

## TARIFF SCHEDULE

RATES FOR PUBLIC FIRE HYDRANT SERVICEApplication:

Applicable to all political subdivisions.

Also applicable to hydrants on public street billed privately.

Rates:

For each public hydrant owned by the Company, the following charges shall apply:

|                              |                     |
|------------------------------|---------------------|
| For each public fire hydrant | \$ 952.76 Per Year  |
| 6" Sprinkler                 | \$1,005.47 Per Year |

Conditions of Contract:

The Company will supply such water at such pressure as may be available from time to time as a result of its normal operation of the system.

Terms of Payment:

Public fire hydrants will be billed quarterly or semi-annually in advance.

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Per Docket No. 07-05-44

## TARIFF SCHEDULE

RATES FOR PRIVATE FIRE HYDRANT SERVICEApplication:

Applicable to customer having private fire hydrant installations.

Rates:

For lateral connection to the curb and fire hydrant at the curb, installed and maintained by the Company at its expense.

|                   |                   |          |
|-------------------|-------------------|----------|
|                   | Net               |          |
|                   | <u>Per Year</u>   |          |
| Each Fire Hydrant | <b>\$1,223.41</b> | <b>I</b> |

For service to hydrants installed and maintained by the Customer at his expense.

|                   |                   |  |
|-------------------|-------------------|--|
|                   | Net               |  |
|                   | <u>Per Year</u>   |  |
| Each Fire Hydrant | <b>\$1,005.47</b> |  |

Conditions of Contract:

The Company reserves the right to meter any fire line when evidence indicates that water is being taken from the line for purposes other than fire protection and such metered service shall be billed in accordance with the regular "Schedule of Metered Rates", with proper allowance for water consumed in fire fighting.

The Company will supply only such water at such pressure as may be available from time to time as a result of its normal operation of the system.

Terms of Payment:

Private fire hydrants service will be billed semi-annually in advance.

Issued: March 20, 2008

Effective: March 13, 2008

Per Docket No. 07-05-44

## TARIFF SCHEDULE

RATES FOR PRIVATE FIRE SPRINKLER AND HOSE SERVICEApplication:

To all customer who have sprinkler systems and inside hose connections for fire protection.

Rates:

|                           | Net<br>Per Year |
|---------------------------|-----------------|
| For each 2" service line  | \$ 111.65       |
| For each 4" service line  | 446.91          |
| For each 6" service line  | 1,005.47        |
| For each 8" service line  | 1,787.48        |
| For each 10" service line | 2,792.79        |
| For each 12" service line | 4,021.70        |

I

Conditions of Contract:

The Company reserves the right to meter any fire line when evidence indicates that water is being taken from the line for purposes other than fire protection and such metered service shall be billed in accordance with the regular "Schedule of Metered Rates", with proper allowance for water consumed in fire fighting.

The Company will supply only such water at such pressure as may be available from time to time as a result of its normal operation of the system.

In the event that it is mutually agreed by the Customer and the Company to use the fire line as a service line for purposes other than and in addition to fire protection, then each connection to the fire line for such other purpose shall be metered and shall be billed in accordance with the regular "Schedule of Metered Rates" in addition to the above rates.

Terms of Payment:

Private fire hydrant service will be billed semi-annually in advance.

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## TARIFF SCHEDULE

TABLE OF MISCELLANEOUS FEES

- 1) Turn On Fees - No charge will be made for turning on water service when a turn on is for initial **commencement of service** or emergency. T,D
- 2) Turn On Fees - Fee for Company initiated shut offs when turn on is during normal working hours will be **\$40.00**. I
- 3) Turn On Fees - Fee for Company initiated shut offs when turn on is made after normal working hours, weekends or holidays will be **\$60.00**. I
- 4) Turn On Fees - **Fee for seasonal turn on or turn off shall be \$40.00** N
- 5) Collection Fee - Fee for payment of any charge at a location other than an authorized payment center will be **\$30.00**. I
- 6) Removal/Installation - Seasonal Meter - Fee for removal and reinstallation of seasonal meter at Customer's request will be \$30.00.
- 7) Bad Check Charge - The charge for all bad checks to the Company will be **\$30.00**. I
- 8) Damaged Meter Charge - The charge for replacing a meter, damaged by any cause, shall be \$45.00.
- 9) Late Payment Fee - A late payment charge to be computed at the rate of 1.5% per month, compounded monthly, may be applied to all unpaid balances of a delinquent account as defined in Section B, paragraph 8 of this tariff and in compliance with Connecticut Agencies Regs. §16-3-100. For the purpose of the calculation, no Late Payment Fee will be assessed prior to 35 days from the original bill date for customers billed on a monthly basis and 65 days from the billed date for customers billed on a quarterly basis. N

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