STAFF OF THE DEPARTMENT OF PUBLIC SERVICE
INTERROGATORY/DOCUMENT REQUEST
United Water New York

Request No.: Staff 13 CGS 13

Requested By: Christopher Simon

Date of Request: December 8, 2015

Response Due: December 18, 2015

Response Date: December 18, 2015

Witness: Christopher Graziano

Subject: Robert Tompkins' Support for rehearing

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1. Provide any internal UWNY documents showing UWNY's acceptance or modification (if any) of CDM's September 24, 2008 Pilot Plant Design-Build - Cost Proposal.

2. Quantify and identify (by exhibit page #) the charges/invoices approved under each CDM Smith Inc. contract including the pilot project contract as reference in response to Staff 12 CGS 12. Please sort and subtotal by contract (Example below.)

Inv. Date	Invoice #	Contract #	Exhib page #	Amount
Nov-17-09	60020248	69042	3134	94,850
Mar-09-10	80339712	74354	3159	156,610

Response to Question 1:

A timeline summary provides the context for this response. Pursuant to the 2006 NYSPSC Order, United Water was subject to various long-term water supply project milestones and a penalty of $300,000 for each one missed. One milestone was to complete pilot plant studies by December 31, 2009. Studies from the pilot plant were the subject of the January 26, 2009 State Environmental Quality Review Act (SEQRA) "Type II Action" classification determinations of the New York State Department of Environmental Conservation (NYSDEC) (attached hereto as Appendix A) and among the numerous requirements in the NYSDEC June 2009 Final Scoping Document (attached hereto as Appendix B, pp. 7-8 of 30). The 2010 NYSPSC Order continued the milestones, without the penalty provision, and contained the provision to spend a "premium in human and financial resources" to meet the

milestone commitments due to the aggressive dates established in the order for each milestone.

Meeting the December 31, 2009 milestone for completing the pilot studies ultimately became impossible. This was due to acknowledged delay and other inaction by the NYSDEC Region 3 on the Haverstraw Water Supply Project ("HWSP" or "Project"), about which United Water had written contemporaneously and met with various public agencies, including prominently NYSDPS Staff. (Case 06-W-0131, DMM Sr. 54, September 30, 2009 letter; November 5, 2008 United Water PowerPoint for NYSDPS Staff, attached hereto as Appendix C). In accordance with the 2006 NYPSC Order, United Water notified the appropriate parties well in advance of the December 31, 2009 milestone for the completion of pilot studies about the likelihood of the milestone being missed. (Case 06-W-0131, DMM Sr. 32, December 30, 2008 letter; Case 06-W-0131, DMM Sr. 54, September 30, 2009 letter). This notification was followed by a July 22, 2009 stakeholder meeting called for and hosted by United Water. (Joint Proposal Parties Update July 22, 2009 PowerPoint, attached hereto as Appendix D). One of the parties, the County of Rockland, complained at the meeting that United Water should sue the NYSDEC for its inaction.

In light of this delay and inaction, and to get back on track to meet the other upcoming milestones and overall Project deadline, United Water initially determined that using the design-build approach was the most effective method at that time to complete the required pilot studies. This is a time- and cost-sensitive approach that is suited for a clear and defined scope of work. To that end, in June 2008, United Water issued a request for proposals (RFP) to design-build the pilot facilities. The estimated cost to design-build the temporary pilot facility was $2 million.

In September 2008, United Water received proposals to design-build the pilot facilities, with the most qualified proposer's cost of approximately $4.7 million. While the costs submitted by the proposers reflected the reality of a temporary facility which needed to be constructed to meet applicable building codes, upon seeing the amounts of the cost estimates submitted by the proposers, United Water was compelled to attempt to find a more cost-effective approach. United Water thus determined it would work with CDM to establish a more cost-effective method to satisfy the pilot study milestone because CDM was the most qualified proposer (among all those considered) to design and build this type of facility.

United Water's then-Vice President of Capital Investment, Gary Albertson, sent his monthly report on "Capital Investment Planning and Delivery" for October 2008 to then-President of United Water Inc., Robert Iacullo, via email, on October 28, 2008, and met with him that same day. Copies of Mr. Albertson's email and monthly report are attached hereto as Appendix E. The relevant portion of the report provides:

> ▪ Pilot plant construction bids received (Layne, HDR/Stonehill, and CDM), all bids well over budget. Project team recommends selection of CDM. We will have to cut the scope of the pilot to what is truly "required".

In their October 28, 2008 meeting, Mr. Iacullo provided authorization to Mr. Albertson to select CDM and develop a more cost-effective pilot facility. Mr. Albertson then informed the United Water Project Manager, Sameet Master, of the decision. On October 31, 2008, Mr. Master sent an email to the then-Executive Director of Supply Chain Management, Michael Di Vincenzo, stating that CDM had been selected and directing that other bidders be notified that they were not. A copy of Mr. Master's October, 30, 2008 email is attached hereto as Appendix F, and the relevant portion is quoted below:

> -----Original Message-----
> From: Master, Sameet
> Sent: Thursday, October 30, 2008 5:39 PM
> To: DiVincenzo, Michael
> Cc: Albertson, Gary; Dyksen, John; McDonald, Michael
> Subject: UWNY LTWS Project - Pilot Plant
>
> Mike,
>
> We've reviewed the proposals to design-build the Pilot Plant and made the following determinataions:
> - The best project team is CDM.
> - The most qualified firm to design and construct the Pilot Plant is CDM.
> - All the costs to design-build the Pilot Plant exceed the budget amount.
>
> We have decided select the most qualified firm, i.e., CDM, to further the design as well as value engineer the Pilot Plant so it can be constructed within the budget. We are preparing a more detailed discussion on the selection and will send that to you shortly.
>
> Can you contact Layne and Stone Hill/HDR to let them know that they were not selected?
>
> Thanks,
> Sameet

The "more detailed discussion on the selection" referenced in Mr. Master's October 30, 2008 email was provided the next day in a memorandum dated October 31, 2008, which is attached hereto as Appendix G.

On November 5, 2008, Mr. Master and other United Water representatives met with CDM to develop a more cost-effective pilot facility. At the November 5, 2008 meeting (previously provided on December 11, 2015, as a supplemental response to Staff 4 CGS 4, Question 5, and attached hereto as Appendix H) it was agreed that the development work would be performed under an existing consulting services agreement between Dewey & LeBoeuf LLP, CDM and United Water, dated June 3, 2008 (previously provided on December 11, 2015 as a supplemental response to Staff 4 CGS 4, Question 5, and attached hereto as Appendix I). This agreement is more suited for the more variable or flexible scope of work United Water faced than a design-build type agreement which is suited for a more clear and defined scope of work. As a result, the November 5, 2008 meeting minutes state, in pertinent part:

> ▪ This work will be performed under the existing contract CDM has to perform modeling on the UWNY Desalination project. CDM is to provide an initial engineering estimate to conduct the preliminary work and to move the project into the design phase.

In furtherance of the November 5, 2008 meeting, on December 2, 2008, CDM submitted a "Preliminary Design Technical and Cost Proposal" which is attached hereto as Appendix J. The proposal included terms for labor rates and a cost multiplier (i.e., time and materials). This type of proposal was due to the far-reaching scope of studies and other HWSP requirements of the governmental agencies, the stated unwillingness of the New York State Department of State (NYSDOS) to coordinate its Coastal Zone process with the NYSDEC SEQRA process (despite requests by United Water and the NYSDEC for the NYSDOS to do so), the increasing demands placed upon United Water substantively and procedurally by the agencies, and the movement of the agencies to an increasingly ad hoc and thus variable process.

On December 2, 2008, a meeting occurred between CDM and United Water to discuss the proposal. Then, on December 19, 2008, Mr. Master issued a "Notice to Proceed" to CDM that accepted the December 2, 2008 proposal (attached hereto as Appendix K). Next, CDM performed the work in accordance with the rate structure for the stated classifications personnel in its December 2, 2008 proposal, and followed subsequent work directives utilizing this rate structure, in order to advance work on the pilot facility. For instance, CDM undertook more detailed engineering for the pilot facility. This work also provided the necessary support

for project permitting, which included public comment and other stakeholder efforts that occurred largely in the public eye.

The status of these efforts, as well as the other options available to the United Water Steering Committee concerning the pilot facility, were presented to that committee on February 11, 2009 and April 29, 2009. A copy of the presentations made to the Steering Committee are attached hereto as Appendix L. The April 29, 2009 Steering Committee meeting resulted in the Project team being directed to negotiate a lease with DSB, a New York State partnership which owned the desired premises, for the pilot facility to be placed at the DSB warehouse-based location on Carol Avenue in the Village of West Haverstraw, well upland of the former contemplated location of the pilot facility on the banks of the Hudson River. The Project team was also directed at that meeting to proceed with the necessary modification of the pilot facility design and to secure the required amended and new permits and government approvals for the DSB warehouse-based location.

To provide additional context as to the timing, numerous and complex regulatory demands, changing review processes and prudency considerations pertaining to the pilot facility at the time, please see: the internal memorandum on the pilot facility prepared by Mr. Master on January 29, 2009 (attached hereto as Appendix M); and the January 22, 2009 Project status update email/memorandum from Mr. Master, prepared in response to a January 14, 2009 inquiry of Kevin Manz of the NYSDPS Staff (attached hereto as Appendix N). The January 22, 2009 status update was consistent with other updates provided on the pilot facility, including those provided at in-person visits of the pilot facility to NYSDPS Staff and other public agency representatives.

The backdrop and significance of the United Water-initiated change from the river-based pilot facility (costing approximately $4.7 million) to the Carol Avenue DSB Warehouse-based facility (costing approximately $2.7 million) cannot be overstated.[1] By relocating the pilot facility to the DSB facility and working with CDM to determine its feasibility, United Water immediately saved approximately $2 million while also substantially reducing environmental impacts from the prior contemplated location of the pilot facility on the Hudson River.

[1] United Water personnel located DSB's Carol Avenue warehouse by driving through the community in search of an existing building or a more suitable site, which would not require piles and other components akin to a permanent facility and its attendant building code requirements.

(*See* United Water June 15, 2009 Master letter to NYSDEC with amended application, attached hereto as Appendix O).

This self-initiated pilot facility location change--after NYSDEC had approved the river-based location--and its attendant savings and environmental impact reduction, however, was followed by further strains on the timeline. The changed location necessitated the preparation of engineering details and application narratives by CDM for the new pilot facility location. The change also required changes to other substantive aspects of previously-filed pilot facility submissions such as the local land use applications/analyses and the coastal zone consistency application/analysis. CDM and other members of the pilot facility project team were not merely answering questions on pre-printed agency application forms.

After these pilot facility changes were filed, requests for further information about the facility were generated by federal, state, and local agencies, and stakeholders; thereafter, the regulatory processes, including the SEQRA process, became increasingly ad hoc. However, the HWSP milestones in the 2006 PSC Order remained unchanged and firmly in place. This process of pilot facility amendments was therefore an iterative one. Simultaneously, the work for and review of the full-scale Project continued.

At the same time, instead of receiving the "best efforts" cooperation of parties to the 2006 PSC Order (as required by the order), most of the parties became essentially adverse to the HWSP.

In response, United Water was compelled to conduct increasingly frequent Project team meetings and engage in other frequent, interim communications to keep pace. As the Project had grown to such complex proportions due to expanding regulatory requirements and stakeholder requests, deliberations among the team members to understand the effects of the changes and how to account for them in the many dimensions of the review process necessarily increased.

At all times Mr. Master and other United Water managers met with and otherwise kept United Water senior management apprised of Mr. Master's daily interactions with and directives to CDM to develop the pilot facility and attendant studies in a cost-effective manner.

Finally, attached hereto as Appendix P is a December 9, 2009 presentation to the United Water Steering Committee. With respect to the pilot facility, it reflects the year plus effort of the Project team to manage the dynamic aspects of the pilot facility and implement the direction of the Steering Committee that had brought the pilot facility project to within two weeks of the commencement of construction at the time of the presentation. The pilot facility was thereafter successfully constructed and operated in satisfaction of all NYSDEC and other agency requirements.

Response to Question 2:

Attached hereto as Appendix Q is a spreadsheet providing the requested information on CDM Smith, Inc. charges/invoices. Because certain invoices were received after the surcharge filing on January 31, 2014, they do not have an exhibit page #. Copies of those invoices are attached as Appendix R.

Appendix A

New York State Department of Environmental Conservation
Division of Environmental Permits, 4th Floor
625 Broadway, Albany, New York 12233-1750
Phone: (518) 402-9167 • **FAX:** (518) 402-9168
Website: www.dec.ny.gov

Alexander B. Grannis
Commissioner

Sameet Master
Project Manager
United Waters New York Inc.
700 Kinderkamack Road
Oradell, NJ 07649

January 26, 2009

Re: Application Status
DEC# 3-3922-00217
United Waters New York Inc.
Pilot Desalination Plant
Town of Haverstraw, Rockland County

Dear Mr. Master:

I am writing to verify the current status of the above-referenced application by United Waters New York Inc. (UWNY) to the New York State Department of Environmental Conservation (DEC) to develop and operate a "pilot" desalination plant in the Town of Haverstraw, Rockland County. DEC considers the proposed pilot desalination plant to be a component of the proposed UWNY Long Term Water Supply Project (LTWSP), for which applications are also now under review by DEC. In a separate letter (copy attached), DEC has advised other involved agencies that it has preliminarily classified the LTWSP as a Type 1 action, and that DEC proposes to serve as Lead Agency for the environmental review of the proposed LTWSP under the New York State Environmental Quality Review Act (SEQR). This letter, however, addresses only the proposed pilot desalination plant.

SEQR

DEC received the Joint Application for Permit cited above, for only the pilot desalination plant. The stated purpose for the proposed pilot desalination plant is to gather data in support of the plans and regulatory reviews of the LTWSP. Data from the operation of the proposed pilot desalination plant is necessary for UWNY to proceed with design and reviews of its proposed LTWSP, including providing DEC with information required for development of draft permits for the LTWSP. Therefore, although DEC considers the pilot desalination plant to be a segment of the LTWSP, DEC has concluded that regulatory review of the proposed pilot desalination plant may be segmented from review of the application for the LTWSP for the following reasons:

- the proposed pilot desalination plant is temporary and will be removed after a 12 to 18 month operating period;

- operations at the pilot desalination plant would be concluded prior to any approval or construction of the proposed LTWSP desalination plant, and as a consequence, neither construction nor operation of the proposed pilot desalination plant is dependent on approval or operation of the LTWSP;
- the proposed pilot desalination plant would be constructed and operated only to gather data in support of UWNY's applications for the proposed LTWSP, including the corresponding draft environmental impact statement (EIS);
- pursuant to 6 NYCRR 617.3(g)(1), DEC finds that a separate regulatory review of the permit application for the pilot desalination plant, and the incorporation of data resulting from operation of that pilot desalination plant into the draft EIS and its public review process, will result in a review of the LTWSP, as a whole, which is clearly no less protective of the environment than if the application for the proposed pilot desalination plant were to be reviewed in conjunction with the applications for the LTWSP; and
- DEC's authorization of the pilot desalination plant does not commit the DEC to commence, engage in or approve the proposed LTWSP .

DEC has classified the proposed pilot desalination plant as a Type II action under SEQR pursuant to 6 NYCRR 617.5(c)(18) because the stated purpose for the construction and temporary operation of the proposed pilot desalination plant is basic data collection in partial support of UWNY's application for LTWSP, including undertaking water quality, pollution and engineering studies. More particularly, tests to be conducted at the proposed pilot desalination plant would provide information on:

- ambient water quality over multiple seasons and tidal regimes;
- optimal depth for withdrawal of raw water;
- results of several possible pretreatment systems, "upstream" of the final reverse osmosis desalination process;
- comparisons of different sequences of potential pretreatment methods;
- volumes and characterizations of waste brine streams generated from various pretreatment processes as well as from desalination; and
- post-treatment quality parameters of the water produced by the various combinations of pretreatment processes and desalination.

Jurisdiction

Plans for the proposed pilot desalination plant submitted to DEC by UWNY call for the construction of an approximately 3,900 square foot building to be constructed on the former US Gypsum site in Haverstraw, plus a six inch diameter intake pipe running from the Hudson River into the pilot building. The proposed pilot desalination plant intake would withdraw water at a rate between 170 and 300 gallons per minute. The intake pipe would extend into the Hudson River adjacent to an existing pier and would be anchored to the river bottom. Project plans call for placement of multiple opposing concrete blocks along the route of the pipe to which the pipe will be fastened by cables. At the in-river end of the intake pipe, a wedge wire screen would be installed with a bottom anchor plus a submerged buoy to both anchor and suspend the intake within the water column. A compressed air line would also be attached to the pipe to provide for

cleaning of the wedge wire screen. The numerous anchors, pipe line and screening system comprise a structure constituting fill in navigable waters pursuant to 6 NYCRR 608.5 and, therefore, require a permit from DEC under Environmental Conservation Law Article 15, Title 5, protection of waters (excavation or placement of fill in a navigable waters) for their installation and removal. Notwithstanding the small diameter of the intake pipe and its temporary nature, the intake, anchoring and screening system constitute substantial structures to be placed on and near the bottom of regulated navigable waters and, therefore, are subject to DEC's regulatory authority.

The Joint Application for Permit for the proposed pilot plant is also being evaluated by the United States Army Corps of Engineers (USACOE). As of this date, the USACOE has not yet determined specifically what jurisdiction it may have over the proposed pilot desalination plant. The USACOE's conclusion will determine whether DEC must also issue an individual Water Quality Certification (WQC) under section 401 of the federal Clean Water Act. Thus, until the Department receives the final jurisdictional determination from the USACOE, the Department can not conclude its own jurisdictional determination. Accordingly, Department application #3-3922-00217 for UWNY's proposed pilot desalination plant will remain incomplete until the USACOE determination is received, and any additional or supplemental application materials necessitated by that determination have been provided to DEC by UWNY.

If you have questions about any of these topics, please contact Jeremy Rosenthal of my staff, the project manager for this application, at the telephone number above, or at jxrosent@gw.dec.state.ny.us

Sincerely,

Betty Ann Hughes
Chief, SEQR & Training
DEC Environmental Permits

CC: Robert J. Alessi, Esq.
Michael Shilale
Michael Principe, Project Manager, HDR
John Feingold, AKRF
Howard T. Phillips, Supervisor, Town of Haverstraw
William M. Stein, Esq., Town Attorney, Town of Haverstraw
C. Spitz, USACOE
R. Tomer, USACOE

ECC: William Janeway, Region 3 Director, NYS DEC
Margaret Duke, Region 3 Permit Administrator, NYS DEC
John Parker, Esq., NYS DEC Region 3
Jack Issacs, NYS DEC Region 3
Larry Wilson, NYS DEC Region 3
Thomas Rudolph, NYS DEC Region 3
Steve Parisio, NYS DEC Region 3
Mike Holt, NYS DEC Division of Water, Albany
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Jeremy Rosenthal, Environmental Permits, NYS DEC, Albany

New York State Department of Environmental Conservation
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Alexander B. Grannis
Commissioner

January 26, 2009

Re: Coordination to Establish SEQR Lead Agency
Proposed Long-Term Water Supply Project by United Water New York, Inc.
Town of Haverstraw, Rockland County
DEC #3-3922-0021

Dear Involved Agency:

The New York State Department of Environmental Conservation (DEC) has received a Joint Application for Permit from United Water New York Inc. (UWNY) for its proposed Long-term Water Supply Project (LTWSP), and by this letter is initiating review of that project under the New York State Environmental Quality Review Act (SEQR). DEC has also received a separate Joint Application for Permit from UWNY for a proposed pilot desalination plant (additional discussion below).

Proposed Long-Term Water Supply Project (LTWSP)

The UWNY LTWSP is a proposal to construct a desalination facility in the Town of Haverstraw, Rockland County, intended to produce potable water from the Hudson River. The LTWSP proposal includes a raw water intake unit which would be located along the Hudson River, near the former US Gypsum dock; a desalination facility which would be located upslope, on lands of the former Haverstraw landfill; and a raw water transmission line between the two facilities. The application for the LTWSP was accompanied by a preliminary draft of a proposed Environmental Impact Statement ("pre-draft EIS"). Based upon records provided by UWNY, a copy of the pre-draft EIS was already sent to you directly from UWNY, and so that document is not included in this mailing. Please advise my staff promptly if you have not already received the pre-draft EIS.

DEC has preliminarily classified the proposed LTWSP, as described in the Joint Application for Permit for the LTWSP and in the pre-draft EIS, as a Type I action under SEQR. Further, based on its concerns about potential impacts of statewide and regional importance from the LTWSP, including effects on natural resources of the Hudson River system, issues related to deployment of a technology which would be unique in New York State, and the implications of the proposed project for ongoing interstate water allocation discussions, DEC proposes to serve as lead agency for the SEQR review of this proposal. Assuming that DEC is confirmed as lead agency for this proposed project, it intends to treat the pre-draft EIS as an expanded environmental assessment form pursuant to 6 NYCRR 617.6(a)(4). Further, DEC intends to issue a positive declaration, requiring that the environmental review include an Environmental Impact Statement (EIS).

DEC also intends to conduct formal scoping to expand upon the pre-draft EIS submitted by UWNY. Specific topics that DEC has identified as needing additional study and discussion in the EIS for the LTWSP include, but are not limited to, the following:

- More detailed discussions of alternatives to desalination, specifically including implementation of enhanced water conservation and loss minimization measures;
- Quantification and comparison of water volumes needed to serve existing demands, projected build-outs under existing adopted plans and zoning, and opportunities to minimize future demands;
- Any design, management or impact mitigation implications for the proposed full-scale desalination operation based on data developed from operation of a proposed pilot desalination plant (further discussion below);
- Suitability of the former Haverstraw landfill site as the proposed LTWSP desalination plant site, addressing both physical and legal considerations;
- Legal and technical issues relating to use of waters classified as "SB" under 6 NYCRR 701.11 (see http://www.dec.ny.gov/regs/4592.html#15984) as the source of a potable water supply; and
- Environmental and regulatory information needs of all other involved agencies.

Based on an initial review of the Joint Application for Permit for the LTWSP and the accompanying pre-draft EIS, DEC staff have preliminarily determined that the following permits or approvals would be required from DEC to enable the proposed LTWSP to proceed:

- Water Supply permit (Environmental Conservation Law [ECL] Article 15, Title 15) - Required whenever a new water district is formed, or additional water is taken from a new source of supply. (DEC recognizes that the point of withdrawal for the proposed project is not now an approved source, as indicated in the note above on scoping.)
- Protection of Waters permit (ECL Article 15, Title 5) - Required for disturbance of the bed or banks of a protected waterbody.
- Excavation or Placement of Fill permit (ECL Article 15, Title 5) - Required for the placement of fill, or for excavation that occurs below the mean high water level of a navigable waterway.
- State Pollutant Discharge Elimination System permit (SPDES; ECL Article 17) - Required for wastewater discharges greater than 1000 gallons per day. The Joint Regional Sewage Treatment Plant has a current SPDES permit that may require modification if it is to receive discharges from the proposed LTWSP. A SPDES permit could also be required for discharges associated with dewatering which could be required during possible construction activities.
- State Pollution Discharge Elimination System Stormwater permit (ECL Article 17) - Required to control runoff from all LTWSP sites.
- Water Quality Certification (WQC; U.S. Clean Water Act, Section 401; 6 NYCRR Part 608) - DEC must review proposed activities requiring a federal permit under Section 404 of the U. S. Clean Water Act, and other federal authorities, to determine whether the proposed activity as authorized by the federal approval would satisfy NYS water quality

standards. Depending upon what permitting may be required from the U. S. Army Corps of Engineers for the LTWSP, a NYS WQC could be necessary.

The lead agency for the LTWSP must be established by **FEBRUARY 27, 2009**. I am requesting, however, that you please provide your response sooner, if possible. In your response, please specifically indicate whether you consent to DEC serving as lead agency, and provide an outline of your agency's jurisdiction(s) over UWNY's proposed LTWSP. Additionally, DEC is very interested in learning what resources, impacts, or issues your agency concludes should be addressed in developing a determination of significance. DEC would also like to receive your agency's preliminary identification of any studies or data which you would recommend be included as part of a fully-scoped draft EIS for the proposed project.

If we do not receive any response from you by February 27, 2009, we will assume that you concur with DEC serving as lead agency.

Proposed Pilot Desalination Plant

DEC has also received a Joint Application for Permit for a "pilot" desalination plant, with a stated purpose of gathering data in support of UWNY's application to develop its proposed LTWSP desalination project. UWNY has indicated to DEC that data from the pilot desalination plant is necessary for UWNY to proceed with design and reviews of its proposed LTWSP, to help establish parameters for operation as well as design of the LTWSP, and to provide DEC with information required for development of draft permits for the LTWSP.

Therefore, although DEC considers the pilot desalination plant to be a segment of the proposed LTWSP, DEC has concluded that regulatory review of the proposed pilot desalination plant may be segmented from review of the application for the LTWSP. The pilot desalination plant is being proposed only to gather data in support of design, regulatory applications and the draft EIS for the proposed LTWSP, and the pilot desalination plant is a temporary activity which is proposed to operate for no more than twelve to eighteen months.

DEC has, therefore, classified the proposed pilot desalination plant as a Type II action under SEQR, pursuant to 6 NYCRR 617.5(c)(18). This classification is supported by UWNY's representation that it intends to operate the pilot desalination plant for basic data collection in partial support of its application for the LTWSP, specifically including undertaking water quality, pollution, and engineering studies. Further, consistent with 6 NYCRR 617.3(g)(1), DEC concludes that its classification of the proposed pilot desalination plant as Type II, along with the direct incorporation into the draft EIS and public review process of the data developed through operation of that plant, will result in an environmental review of the entire project, as a whole, which is clearly no less protective of the environment than a single review. Further, the Type II classification of the proposed pilot desalination plant, and the integration of the pilot desalination plant's operational results and data into the draft EIS and SEQR public review process for the proposed LTWSP, does not commit the DEC to commence, engage in or approve the proposed LTWSP. A more detailed discussion of the status of the pending joint application for DEC

permits for the pilot desalination plant will be set forth in a separate letter to be sent to UWNY, with copies to other agencies having jurisdiction over the proposed pilot desalination plant.

We look forward to your response concerning lead agency status for and potential environmental issues related to the proposed LTWSP. Please address your responses directly to Jeremy Rosenthal of my staff, at the address above. Mr. Rosenthal is the project manager for the review of the proposed LTWSP and pilot desalination plant. If you have questions, please feel free to contact him at the telephone number above, or at jxrosent@gw.dec.state.ny.us

Sincerely,

Betty Ann Hughes

Betty Ann Hughes
Chief, SEQR & Training Unit
DEC Environmental Permits, Albany

To: Attached

DISTRIBUTION LIST

TO: Howard T. Phillips, Jr., Supervisor T-Haverstraw
Annette Torres, Secretary, Town of Haverstraw ZBA, Planning Board, Architectural Review Board
Alan C. Bauder, OGS
Honorable Jaclyn A. Brilling, PSC
Kenneth W. Caffrey, NYSDOH
Daniel Miller, Rockland Co. DOH
Andrew M. Conners, Rockland Co. Highway Dept.
Arlene Miller, Deputy Commissioner Rockland Co. Dept. of Planning
Philip A. Marino, Supervisor, T-Stony Point
Patrick Brady, Executive Director. Haverstraw Joint Regional Sewer Board
Edward Devine, Director Rockland Co. Drainage Agency

CC: Sameet Master, UWNY
John Dillon, Esq., UWNY
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Richard Tomer - USACE
C. Spitz-USACE
Rebecca M. Newell, DOS
Arlene Miller, Rockland County Dept. of Planning
Honorable Jaclyn A. Brilling, Secretary New York Public Service Commission
Ruth Pierpont, Director Bureau of Field Services, NYS OPRHP

ECC: William Janeway, Region 3 Director, NYS DEC
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Lawrence H. Weintraub, Esq., Counsel's Office, NYS DEC, Albany
Mike Holt, Division of Water, NYS DEC, Albany
Jeremy Rosenthal, Environmental Permits, NYS DEC, Albany

Appendix B

New York State Environmental Quality Review Act (SEQR)

FINAL SCOPING DOCUMENT

For a Draft Environmental Impact Statement (DEIS)

United Water New York, Haverstraw Water Supply Project

Town of Haverstraw, Rockland, NY

SEQR CLASSIFICATION: TYPE 1

LEAD AGENCY: New York State Department of Environmental Conservation
Region 3
21 South Putt Corners Road
New Paltz, NY 12561-1620

LIST OF INVOLVED AGENCIES

- Town of Haverstraw Town Board
- Town of Haverstraw Planning Board
- Town of Haverstraw Zoning Board of Appeals
- Town of Haverstraw Architectural Review Board
- Town of Haverstraw Highway Department
- Town of Stony Point
- Rockland County Public Health Department
- Rockland County Highway Department
- Haverstraw Joint Regional Sewer Board
- New York State (NYS) Department of Environmental Conservation
- NYS Department of Health
- NYS Office of General Services

LIST OF INTERESTED AGENCIES

- Rockland County Solid Waste Management Authority
- NYS Department of Public Service
- NYS Department of State

- NYS Office of Parks, Recreation and Historic Preservation
- United States (U.S.) Army, Corps of Engineers
- U.S. Fish & Wildlife Service
- U.S. Coast Guard
- U.S. Environmental Protection Agency
- U.S. Department of Commerce, National Marine Service Fisheries

Introduction

This Scoping Document is adopted by the NYS Department of Environmental Conservation (DEC), as lead agency for the environmental review of the proposed United Water New York, Inc., (UWNY) Haverstraw Water Supply Project (water supply project) under the NYS Environmental Quality Review Act (ECL Article 8; "SEQR"). This document is intended to serve as the foundation for the identification and evaluation of all potentially significant adverse impacts that are pertinent to the proposed action, and to identify appropriate mitigation measures including available alternatives. It is also intended to eliminate consideration of any impacts that are irrelevant or non-significant.

Description of the Proposed Action

The project is a proposal by UWNY, a United Water Resources Inc. (United Water) company whose ultimate parent is Suez Environnement (Suez), to construct a multi-facility water supply project in the Town of Haverstraw, New York, to produce potable water from the Hudson River. The project would withdraw up to 10 million gallons per day (mgd) of water from the Hudson River. The proposal includes: a raw water intake unit and pumping station that would be located in and along the Hudson River, near a dock operated by U.S. Gypsum; a water treatment plant with desalination capability which would be located upslope, on lands of the former Haverstraw Landfill; a raw water transmission line between the two facilities; potable water main route(s) connecting the water treatment plant to existing water utility infrastructure; and pipelines to transmit effluent from the water treatment plant to the Haverstraw Joint Regional Sewage Treatment Plant (regional sewage plant). A temporary pilot intake and desalination operation will be constructed and operated for a 12-18 month period to gather data in support of design and operation assessments and decisions.

General Scoping Considerations

DEC, as lead agency, has determined that the proposed UWNY water supply project may have a significant adverse impact on the environment and a Draft Environmental Impact Statement (EIS) must be prepared. Significant environmental issues which the DEC has preliminarily identified include, but are not limited to: effects on aquatic species and habitats; water quality in the reach of the Hudson River where the intake is proposed; water supply allocation, including cross-watershed transport; suitability of the landfill site as the location for the water treatment plant; ability of the regional sewage plant to handle the proposed effluent; energy demands of pretreatment, desalination and treatment technologies, including greenhouse gas (GHG) and climate change implications; and a comparison of impacts and viability of possible alternatives to desalination for providing water supply augmentation in the UWNY service area, including demand reduction.

DEC conducted two public scoping meetings on May 7, 2009, from 1:00 p.m. to 4:30 p.m. and 6:30 p.m. to 9:30 p.m. The scoping meetings were held at the Haverstraw Town Hall, One Rosman Road, Garnerville, NY 10923, in order to identify issues of public concern and permit inclusion of relevant, substantive public issues in the final written scope. Written comments were accepted until May 22, 2009.

Contents of the DEIS

UWNY prepared and submitted a document to DEC and other involved and interested agencies titled, "Haverstraw Water Supply Project, Draft Environmental Impact Statement, United Water New York, September 26, 2008". DEC, as lead agency, treated that preliminary draft EIS as the draft scope for the Water supply project. The following outline identifies topics which should be added to or expanded upon in developing the Draft EIS, and follows the chapter sequence of UWNY's preliminary draft EIS. Accordingly, the Final Scoping Document which will govern content and preparation of the Draft EIS for the proposed UWNY Haverstraw Water Supply Project is composed of this document added to the preliminary draft EIS of September 26, 2008. The Final Scoping Document, including the full preliminary draft EIS, will be made available via the DEC Website at http://www.dec.ny.gov/permits/6061.html , and at www.haverstrawwater.com/deis .

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. The discussion of need for the proposed action and anticipated demand for water beyond 2015 will be expanded. This discussion will specifically include:
   - Population growth projections for the UWNY Rockland County service area assuming full build-out under existing as-of-right zoning; projected market conditions and environmental factors that constrain development (such as the presence of wetlands) may also be considered. The methodology for the analysis will be presented;
   - Demand growth projections on which the NYS Public Service Commission (PSC) order of December 2006 was based, including a synopsis of the methodology used by the PSC to develop those projections; and
   - All existing UWNY water conservation and leakage management programs, including quantification of possible water savings achievable by 2015.

2. The discussion of the existing water supply system for the UWNY Rockland County service area will be expanded. This will include:
   - Description and quantification of the system's current capacity and safe yield;
   - Water supply permit conditions that affect the system;
   - Descriptions and analyses of connections with other interconnected water supply systems of United Water, including:
     - A diagram or model that provides an explanation of the relationship of all water supply sources and delivery systems that are interconnected water supply systems of United Water in both New York State (NYS) and New Jersey (NJ); and
     - A descriptive listing of all existing water sharing agreements between and among United Water systems;
   - Obligations to support stream flows, including each waterbody supported, descriptions of the release requirements and thresholds, and quantification of each required release;
   - Expanded discussion of limits to siting new wells;
   - Water production volume records for the prior ten years, including analyses to accurately depict how the management and allocation of water supplies within the interconnected water supply systems of United Water has historically affected the

available water resource and production rate within each component water supply system;

- Provide anticipated rates of water production from the proposed water treatment plant at differing times of the year, in response to fluxes in the hydrologic cycle (drought v. abundance), and in response to management of or releases to other water systems controlled by United Water in both NYS and NJ;
- Analyze water allocation and balances of Hudson River water, within the UWNY Rockland County service area, and across the interconnected NYS and NJ United Water entities, specifically including:
  - Report and assess results from the initial year's filings of all reportable withdrawals from the Hudson River below the Troy Dam, per ECL Art.15 Title 33 (effective Apr.1, 2009); and
  - Identify and analyze the conditions under which augmentation of the UWNY Rockland County service area's water supply with Hudson River water could lead to direct export of Hudson River water to other watersheds (directly or via wastewater treatment plant discharge), or to that Hudson River water supply enabling export of other NY waters outside of NY state waterways; and
- Fully explain the management of Lake DeForest water levels, including legal requirements as well as any operational demands generated by interrelationships of the interconnected NY and NJ United Water entities, specifically:
  - Analyze implications for Lake DeForest water level management if UWNY Rockland County service area's supply is augmented by the proposed water supply, as well as by each of the other evaluated supply alternatives.

3. The analyses of the United Water peak water commitments and the short-term water supply program will be quantified, updated and expanded, including but not limited to:
   - Effectiveness in meeting safe yield; and
   - Description and evaluation of the effectiveness of the Potake Pond project for augmenting flow in the Ramapo River.

4. Expand and clarify the discussion of the PSC December 2006 Rate Order, including:
   - Provide a plain-language summary of the joint proposal upon which the proposed water supply project is based;
   - Summarize each party's primary contentions, including supporting documentation, where appropriate and available;
   - Provide a plain-language summary of the PSC December 2006 order; and
   - Describe and analyze the reasons that the rate case order did not allow consideration of water conservation and efficiency as crediting toward the requirement for increased water volume.

5. Provide a discussion of UWNY's corporate status, and describe the authority of PSC, NYS Department of Health, DEC, and other relevant agencies to maintain regulatory control of water resources of the State in light of that status.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Provide additional discussion and documentation of the site selection process for the proposed water treatment plant and intake facility. This information should be coordinated with the expanded discussion of potential restrictions on the landfill site to be provided in Chapter 10 as well as with discussions of project alternatives to be provided in Chapter 18.

2. The discussion of existing water quality of the Hudson River, and the effects on that water quality from relevant industrial or municipal wastewater discharges and other relevant activities, will be expanded. Specific information to be provided will include:
   - Based on data from prior operations by U.S. Gypsum, analyze the potential for impacts on intake water quality resulting from periodic U. S. Gypsum dredging:
     - Describe frequency, depth, and areal extent of dredging allowed by U.S. Gypsum's permit;
     - Provide maps or plans showing location of dredging areas relative to the location of the proposed in-river intake structure;
     - Include and assess available information on water and dredge spoil quality collected during previous dredging activities; and
     - Describe physical and operational measures which could be implemented to avoid adverse effects on intake water quality related to dredging operations, including but not limited to modifying operations at the intake or water treatment plant during dredging operations.
   - Assess potential contaminants reaching the intake site as a result of upstream dredging of PCBs, including data from the proposed pilot operation as well as any water quality sampling data available from the PCB dredging operations;
   - Evaluate possible contamination at the proposed intake site by groundwater flow from the former Haverstraw landfill, based on sampling data from landfill monitoring wells as well as sampling data from proposed intake or pilot operation; modeling may be used to augment or support conclusions, but may not be substituted for sampling;
   - Identify and assess potential contaminant load at the proposed intake site from discharges to the river by other industrial operations, including waste water treatment plants and power generation facilities; location maps and discharge profiles will be provided for all such discharges within 25 miles of the proposed water intake site, and pilot plant sampling will specifically test for constituents of those identified discharges;

- Identify and assess impacts on water quality at the proposed intake site of existing, significant non-point water pollution sources within 25 miles of the proposed intake site, including but not limited to agricultural or landscaping operations adjoining the shoreline, and storm drain discharges; and
- Based on available water quality data and information gathered during operations of the pilot plant, provide a full chemical and contaminant profile of Hudson River water at the intake; analysis of data should reflect changes over time, including but not limited to tidal and seasonal variations as well as any effects of large precipitation or storm water flow events (such as spring runoff).

3. Analyze potential for contamination of the raw water transmission line by groundwater flow from the former Haverstraw landfill, based on sampling data from landfill monitoring wells and discussion of the design for the raw water transmission line; data from pilot plant operation may be used to augment this analysis.

4. Expand the discussion of the water treatment process by providing more detail about each step in the process, and analyzing each of the disposal options under consideration for management of pretreatment and desalination residuals and effluent. Data from pilot plant operations will be included in this analysis but need not be the sole basis for it. Specifically:
   - For each pre-treatment, desalination and post-treatment step proposed for use in the full-scale water treatment plant:
     - Characterize the chemical composition of the entering water stream;
     - Describe the treatment step including chemicals and processes used as well as contaminants removed;
     - Characterize the chemical composition of the exiting process water stream;
     - Provide a complete chemical analysis of the aggregate wastes produced; and
     - Calculate the volumes of wastes produced. (If wastes will be dewatered, also calculate cubic feet of dewatered solid waste which would be produced.)
     - The analysis of contaminants and waste characteristics shall include, at a minimum, volatile organics, pathogens, pharmaceuticals, radionuclides, PCBs, mercury and other heavy metals, and pH.
   - Provide the analytical information listed above for each overall treatment protocol, combination or variant under consideration for use in the full-scale water treatment plant, including pre-treatment, desalination and post-treatment options, supported by any information derived from pilot operations;
   - For each potential waste stream identified in the two analyses above, describe available waste management alternatives, including any constraints on the ability of designated or potential solid waste or wastewater management facility/-ies to accept the wastes. Analyze any facility modifications or operational changes which could be

required to enable either the regional sewage plant or the Rockland County Solid Waste Management Authority (Waste Authority) facility to handle the wastes generated by the water supply plant, including estimated costs for or generated by those modifications; and

- Discuss the necessity of and techniques proposed for blending of the end-product water from the proposed water treatment plant with other treated waters from UWNY's distribution system.

5. Expand and provide more detail on all safety measures proposed to be included as part of standard operations. Specifically:
   - Provide additional details about the proposed monitoring and notification program, including but not limited to identification of specific parameters or contaminants which will be monitored by the proposed early detection/warning system for the intake, proposed UWNY responses, and threshold levels which would trigger those responses;
   - Describe specific measures to prevent migration of any landfill contaminants to the treatment plant site, raw water line, potable water main connections, and effluent line to regional sewage plant, during both construction and operation;
   - Explain standard operating procedures and safety protocols, including emergency response coordination with local providers, for all aspects of the water supply project; and
   - Describe anticipated emergency response protocols which would be used in an unforeseen event such as a spill in the Hudson River, unplanned release from Indian Point, floods, or other natural disaster.

6. Describe UWNY's proposed plans for operations within its service area in the event that the water supply project must be shut down, specifically including contingency plans for replacement supplies, emergency rationing, or other responses.

7. Evaluate the proposed facility's likely reliability as a water supply, including a study of comparable facilities that examines actual production vs. design capacity over time, including the percentage of downtime for repair and maintenance. Specifically:
   - Provide an overview of comparable water treatment plants, and comparable desalination plants, and discuss how they may provide an indication of expected performance for the proposed project;
   - Provide available operation performance profiles for comparable plants, including annual summary tables of operating times that indicate the percentage of time that plants operated at full capacity versus operations at partial or no supply over a previous five year history; and
   - Analyze the reliability of comparable desalination plants as reliable water supplies.

Chapter 3: Land Use, Zoning, and Other Programs

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Expand the analysis of the proposed water supply project's conformity with existing plans by assessing the proposal's compatibility with existing, adopted regional, state, and national designations and plans. Specifically, identify all applicable regional, state and national designations, land use plans, and other relevant natural resource or energy plans and evaluate the consistency of the proposed project with the goals of those plans or designations. These shall include, at least:

    - Most recent NYS Open Space Plan (last adopted 2006; 2009 revision under public review as of 6/2009);
    - Most recent NYS Energy Plan (last issued 2002; under revision as of 6/2009);
    - Hudson River Estuary Action Agenda;
    - Greenway Compact, Smart Growth Principles, and land use plans;
    - Hudson River Valley National Heritage Area Program;
    - Water Resources Planning Council - - "Delaware-Lower Hudson Region Water Resource Management Strategy, January 1989" (or more recent revision);
    - Ramapo Watershed Intermunicipal Council goals and initiatives;
    - Governor Paterson's "45 X 15" initiative;
    - U.S. Mayors' Climate Protection Agreement, as adopted by municipalities within the UWNY Rockland County service area;
    - NYS "Climate Smart Community" pledge, as adopted by municipalities within the UWNY Rockland County service area; and
    - Final Report of the New York Oceans and Great Lakes Ecosystem Conservation Council, Our Waters, our Communities, Our Future: *Taking Bold Action Now to Achieve Long-term Sustainability of New York's Ocean and Great Lakes*

    In evaluating consistency of the project with any designation or plan, specifically address recurring goals of sustainability and conservation of water, land, fish, wildlife and air resources; protection of marine resources, coastal resources, wetlands, estuaries, and shorelines; promoting sound practices for river valleys and other uniquely valuable areas; preservation of natural beauty and scenic areas; and reductions of waste generation and energy consumption.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Revise the rendering of the water treatment plant and site to conform the drawing of the projected plant to narrative and plan specifications for the plant, and to reflect existing site conditions at and surrounding the proposed plant site.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Compare projected increases in water rates as a result of the proposed water supply project with projected rates for other feasible and reasonable long-term supply alternatives. This analysis will include a discussion of potential effects on water rates for the desalination option based on future fluctuations in the price of electricity.

2. Assess effects on relative costs to users for the proposed water supply project and other feasible and reasonable long-term supply alternatives if potential additional fees for water withdrawals are imposed (*see* ECL Art. 15 Ch. 33, and background memos). Specifically include outcomes of any consultations or agreements with any NYS agencies concerning such fees or payments for private withdrawal of a public resource.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Expand and update the geology and seismology analysis of the proposed water supply project, and any reasonable and feasible alternatives, based on the most current United States Geologic Survey (USGS) seismic hazard maps. The expanded discussion will evaluate potential risks to each component of the proposed water supply project associated with potential seismic activities. Where feasible, analyses should be supported by maps or diagrams.

2. Summarize the data, conclusions and recommendations of the approved report, if available, from the Rockland County Water Resource Assessment, being finalized by the USGS as of 6/2009. Specifically, re-analyze the ability of the evaluated resources to meet the projected water demands of the UWNY Rockland County service area to 2015 and beyond using that information.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Expand the analyses of potential impacts of construction of the proposed intake on aquatic resources as follows:
   - Provide more precise delineations of habitat areas for the species which overwinter in Haverstraw Bay;
   - Characterize additional distinct or significant aquatic habitat areas and the species which use them, in the vicinity of the proposed intake location;
   - Evaluate potential effects of the intake construction on each these species and habitats, including but not limited to identifying vulnerable life stages or species, essential habitat areas, and critical seasons; and
   - Provide specific details as to the timing of piling and dredge works for the intake facility and assess species-specific impacts based on that timing.

2. Expand the analysis of potential impacts of operation of the proposed intake on aquatic resources:
   - Based on data in the *Hudson River Annual Year Class Reports*, augmented by population and habitat analyses from Ch. 9, #1, above, describe the species, life stages and sizes of aquatic organisms likely to use the habitat at and around the proposed intake location, including any regular tidal and seasonal patterns or fluctuations;
   - Analyze and predict potential for entrainment and impingement by the proposed water supply project intake for each of the species and life stages as identified above;
   - Conduct an entrainment study to further investigate the effectiveness of the 2 mm wedgewire screen proposed for use during full-scale operations to exclude icthyoplankton; sampling windows will be selected based on the *Hudson River Annual Year Class Reports* analysis above; initial results may be reported while additional testing continues; and
   - Based on the literature review supplemented by early information from the entrainment study, describe and quantitatively assess the probable effectiveness of the proposed full-scale water supply intake's entrainment and impingement protection measures.

3. Based on available information, assess commercial, subsistence and recreational fishing pressure in the vicinity of the proposed water supply intake, and estimate potential impacts of both construction and operation of the intake on those fishing uses.

4. Based on available data and the entrainment study described above, provide a more extensive analysis of potential cumulative impacts to fisheries of the proposed water supply intake by evaluating losses of key species within the context of current losses due to impingement and entrainment from other existing water withdrawals in the lower Hudson Additionally, assess potential additional losses or long-term impacts to fisheries or the Haverstraw Bay Significant Coastal Fish and Wildlife Habitat as a result of altered regional sewage plant discharges in combination with existing and proposed water supply project intakes. Based on the above and readily available scientific and economic literature, estimate the total number of fish lost and estimate the value of potential fisheries and habitat losses based on generally accepted valuation systems.

5. Evaluate potential justification for and impacts of reclassifying the Hudson River in Haverstraw Bay as a drinking water source, including but not limited to:
   - Provide historic water quality data (20 year minimum) for the reach of the Hudson River including Haverstraw Bay which is currently classified as "SB" under NY's water quality classification standards;
   - Generally describe any wastewater discharges added or discontinued within 20 miles of the proposed water supply intake for same period of record for which historic water quality data can be provided;
   - Analyze potential impacts on holders of existing NY State Pollutant Discharge Elimination System (SPDES) or federal EPA National Pollutant Discharge Elimination System (NPDES) wastewater permits for discharges within or near the reach which could be re-classified, specifically addressing the consistency of the terms of major discharge permits, such as that for the Indian Point power plant and municipal wastewater discharges, with such a reclassification, and generally identifying likely changes which might be necessary in the terms of those discharge permits should a reclassification occur; and
   - Describe and analyze potential impacts to other Hudson River users resulting from re-classifying Haverstraw Bay a drinking water source.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. The boundaries of the area covered by consent orders related to the former Haverstraw Landfill include the proposed site for UWNY's water treatment plant. Explain and analyze the actual suitability of the site for that use, including but not limited to an analysis of legal constraints the prior landfill use may place on future uses of the site; physical limitations which the prior landfill use or closure treatments may impose on the proposed use of the site; and potential for any form of contamination from the proposed landfill to affect any phase or facility of the water supply project. As part of this evaluation, the potential for landfill gases such as methane and hydrogen sulfide to migrate into enclosed structures associated with the proposed site use, and the associated health and safety risks, must be addressed. Impacts of the proposed site use on the closed landfill must also be explained and evaluated, including potential changes in surface drainage, site hydrology, physical integrity of the landfill cap, groundwater monitoring wells, and the ability of the landfill's responsible party to carry out required post-closure monitoring and maintenance activities.

2. Based on the expanded discussion of operating procedures at the water treatment plant to be provided in Chapter 2, discuss all chemicals that would be used in each phase of water treatment, including:
   - A sequential, comprehensive description of each treatment process or step indicating chemical additions at, and waste stream from each step;
   - Specifications for handling, labeling and storage of process chemicals;
   - Descriptions and chemical analyses of process waste products as well as any aggregated post-treatment wastes which UWNY proposes to create for waste management purposes, including effluents, dewatered sludges, and other wastes;
   - Detailed discussions of handling and proposed disposal of waste products, including any necessary pretreatment as well as specific disposal methods and facilities proposed to be used; if multiple waste management options are still under consideration, provide this information for each.
   - Analyze potential disposal options and facilities for water treatment plant wastes and effluent and address potential impacts on their receiving facilities and surrounding ecosystems. Include assessment of each potential disposal facility's capacity to handle the amount of wastes to be generated, plus calculations of the costs associated with disposal of all desalination waste and byproducts, including whether those costs

would be borne by UWNY and its water users or by publicly-operated disposal or treatment facilities.

3. Based on process descriptions and analyses in Chapter 2, expand the discussion of the potential use of the regional sewage plant to treat water treatment plant wastes by:
   - Characterize, in detail, the predicted composition of the potential waste stream from the water supply treatment plant to the regional sewage plant;
   - Analyze and assess the ability of the regional sewage plant to process all effluent constituents, including discussing whether facility or permit modifications (or both) would be necessary for the regional sewage plant to treat the wastewater stream;
   - Compared to current operations, predict and characterize likely changes in the composition of the permitted discharge from the regional sewage plant should it accept wastes, including brine, from the water treatment plant;
   - Assess potential impacts to the Hudson River and its resources of discharge of altered regional sewage plant effluent including added volume and constituent from the proposed project, and specifically considering contents and concentrations of brine's non-saline components, and their potential impacts on aquatic biota;
   - Analyze changes in chemical composition of sludge and other wastes from the regional sewage plant based on constituents which would be added by treating wastes from the water supply plant; and
   - Assess disposal constraints and options for management or disposal of regional sewage plant waste products based on how their composition would be altered by processing water treatment plant wastes.

4. Evaluate potential impacts to Waste Authority facilities which now handle regional sewage plant wastes. The evaluation will:
   - Identify potential effects of added salt and chemical contaminants from the proposed project in the regional sewage plant's wastes on the Waste Authority's equipment and infrastructure;
   - Analyze potential composition changes in the Waste Authority's recycled end product, compost, because of the process wastes generated by the proposed water treatment plant;
   - Assess the continued ability of the Waste Authority to accept regional sewage plant wastes if water supply project-generated waste constituents result in compromised compost composition based on current requirements; and
   - Assess potential changes in the Waste Authority's ability to deliver existing services, including impacts on County-wide rate structure, if project generated waste

constituents prevent the Waste Authority from accepting regional sewage plant wastes.

5. Evaluate potential impacts of flooding on the proposed facilities, with emphasis on the intake site, including:
   - Potential for contamination of each component facility during a flood event;
   - Available means to avoid that contamination; and
   - Potential for predicted increases in sea level rise related to global climate change to increase the probability or frequency of such flooding events.

6. Evaluate potential contamination to the raw water supply line and the processed water distribution lines along the entire route of each, specifically analyzing potential for contamination and means to avoid such contamination, based on each proposed route and considering at least the following possible contaminant sources:
   - U .S. Gypsum facilities and operations;
   - Insul-X/Former Kay-Fries Inc. site;
   - Town of Haverstraw Landfill (former and present); and
   - Regional sewage plant facilities and operations.

7. Based on the detailed characterizations of water treatment process wastes to be developed in Chapter 2, specifically assess the fate of any detectable PCB contaminants throughout water treatment and waste disposal. Specifically discuss available disposal options (including landfills, hazardous waste landfills, composting, and/or incineration) related to actual levels of PCB at each process or waste management step, including legal as well as technical constraints. Provide sufficient background on general properties of PCB for the general reader to understand the alternatives assessed.

8. Evaluate potential for water supply project components to contaminate their surroundings, and precautions to be taken to avoid such contamination. Elements to be considered include:
   - The pump assemblies at the intake station, particularly regarding releases of lubricants, fuels and the like during normal and high water episodes;
   - Water treatment plant buildings and process components, particularly considering potential ground contamination from below-grade chlorine contact basins, process chemical storage, and finished water storage reservoirs; and
   - Evidence that bedrock wells in the vicinity of the plant are isolated from the unconsolidated overburden aquifer.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Expand on the discussion of the regional sewage plant in Chapters 2 and 9, by describing the existing and available capacity of the sewage treatment plant; future expansion capability of that plant; and ability of the sewage treatment plant to treat all of the regulated potential components of waste water which would be produced by the water supply project (as identified and quantified by the analyses required for Ch. 2 and 9, specifically including but not limited to data from pilot plant tests). Also address potential legal and economic consequences if the regional sewage plant were to fail to meet applicable water quality standards or SPDES permit conditions due to effluent received from the proposed water treatment plant.

2. Analyze the availability of alternative energy sources to provide electricity to the proposed project, including but not limited to potential for onsite generation; assess how emissions from the project's energy source(s) would be affected based on which energy source(s) are used; and describe which energy source(s) will be proposed for final project design.

3. Expand the Energy section to explain in greater detail how Orange & Rockland Utilities would supply or deliver the electricity to meet the project's electrical demand. Based on information provided by Orange & Rockland Utilities, discuss any infrastructure requirements required to provide electricity to the water supply project, particularly the water treatment plant, including the need to construct new or upgraded substations, transmission lines, or distribution lines.

4. Additionally, evaluate how the required electricity and means to supply it will impact congestion on the Mid-Atlantic National Transmission Corridor.

Chapter 16: Global Climate Change

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Based on responses in Chapter 3, item 1 (analysis of the proposed water supply project's conformity with existing plans), specifically consider and evaluate consistency of the proposed project with the energy use and climate change goals of each plan which contains those elements.

2. Consider possible increases in salinity at the location of the proposed water intake which are projected to occur as a result of unavoidable, ongoing global warming over the expected operating life of the proposed project. Specifically analyze any resulting process changes as well as effects on electricity consumption over the projected life of the water supply project based on possible need to treat source water with changed saline content. Based on those projections, calculate any increased indirect greenhouse gas (GHG) generation as a result of increased electricity demand.

3. The DEIS will include in the evaluation of global climate change any additional GHG emissions from the regional sewage plant resulting from processing effluent from the proposed water supply project

4. The DEIS will include an evaluation of the risk of greater flooding to the proposed facilities as well as the facilities' impact upon the floodplain, considering predicted sea level rise generated by global climate change.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. The analysis of consistency with coastal zone policies in the DEIS will be revised to reflect changes to the scope of the enhanced analyses provided in other chapters of the DEIS, as appropriate.

2. In coordination with Chapter 18, Item 19, ensure that the discussion of alternative sites for the proposed water treatment plant and intake facilities considers and evaluates locations outside of the Haverstraw Bay Significant Coastal Fish and Wildlife Habitat.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. The discussion of the No Action Alternative will be expanded to clearly describe all component projects and tasks being undertaken as part of United Water's short-term water supply program.

2. Describe potential measures for enhanced water conservation and implementation of green infrastructure in the UWNY service area as an alternative to the Proposed Action. This may include, but will not be limited to, relevant case studies of planning and legislative measures that have been implemented in study communities (the communities) that were intended to conserve water, including the following:
   - Discuss structural and operational measures implemented in the study communities for the purposes of water conservation;
   - Evaluate the outcomes of efforts in the communities in terms of actual water savings achieved from campaigns to promote water conservation among consumers;
   - Assess land use regulations governing the communities which were intended to alleviate future deficiencies or accommodate future water demands, and discuss the potential applicability and effectiveness of similar regulations for the UWNY Rockland County service area, particularly considering the level(s) of government with appropriate authority to enact and enforce such regulations;
   - Assess the potential applicability and effectiveness of implementing green building and infrastructure codes with water conserving elements for structures and landscaping, which could be enacted by municipalities within the UWNY Rockland County service area; and
   - Evaluate potential water demand reductions from incentive based alternative pricing models, such as increased cost for greater water consumption and discounts for minimization of consumption. Case studies from the communities where alternative pricing models have been implemented should be referenced.

3. Evaluate potential water savings in the existing United Water service area system from feasible actions to minimize existing water losses, including but not limited to losses through leaks in the distribution system.

4. Expand the Reuse of Wastewater Alternative to describe the possibility of distributing treated water (i.e., gray water) from Rockland County wastewater Treatment plants for industrial use or private irrigation. In addition, consider the possibility of recharging the aquifer to contain and supply grey water as well as water that could be treated, including volume estimates.

5. Evaluate the alternative of installing an additional gray water piping network for treating and delivering captured runoff (i.e., rain water) for irrigation or other non-potable uses. This alternative will also consider the combination of gray water and rain water for irrigation or other non-potable uses, including aquifer recharge.

6. Evaluate the Suffern Quarry, Tompkins Cove Quarry, and Congress Haverstraw Quarry, each independently as well as cumulatively, for potential use as water supplies. Evaluation of each quarry will include:
   - More thorough discussion of the factors affecting the potential use of the quarry;
   - The ability, including volume estimates, to use the quarry to capture and store stormwater; and
   - The ability of waters directed to the quarry to recharge aquifers, including volume estimates.

7. A thorough investigation of the implementation of preliminary draft EIS Alternative F, Use of the Suffern Quarry, was not provided due to a claimed *potential* conflict with "possible use" of the quarry for flood mitigation by the U. S. Army Corps of Engineers (USACE). Include a more thorough discussion of the potential use of the quarry for flood mitigation, including information concerning land ownership, probability of use by the USACE, the feasibility of dual-purpose use of the quarry for flood mitigation and reservoir storage, and any anticipated effects on coastal uses and resources of quarry use for flood or reservoir storage.

8. Include a discussion of surface water storage options other than Ambrey Pond, with estimates of achievable water volumes, including:
   - Capture and storage of high water spilling over reservoirs for either direct use or recharge of aquifers.

9. The discussion of the Hudson River Flood Skimming alternative will be expanded to describe the potential storage options for this alternative other than surface water storage, such as water towers or underground storage.

10. The DEIS will include an assessment of the Ramapo River High-Flow Skimming Alternative as included in the 1979 Ambrey Pond Reservoir Draft Environmental Impact Statement (Ambrey Pond DEIS, Alternative G). Update information to enable current comparison of this alternative to the proposed water supply project.

11. Additional detail on the Ambrey Pond Alternative will be provided, including identification of any remaining private properties which would still need to be acquired; estimated costs of those acquisitions; the required buffer area; life-cycle (operational and maintenance) costs of this alternative; and effects on water rates.

12. The discussion of the Ambrey Pond Alternative will include background concerning the evolution of the design for this alternative, specifically including reasons that the larger reservoir originally proposed was later reduced in size.

13. Evaluate the lands currently owned by UWNY (or any related business entity/-ies) surrounding the existing Upper and Lower Ambrey Ponds and within the designated buffer area of the potential reservoir area, specifically:

    - Provide a current land use and general cover type map, noting such things as successional and mature woodlands, wetlands, agricultural areas, developed/settled lands, and any highly disturbed or waste areas;
    - Provide an inventory of any rare/special concern, threatened or endangered species (plants and animals) potentially found or known to occur on the lands; and
    - Describe existing use by wildlife, including resident and migratory species.

14. The description of the Ambrey Pond Alternative (preliminary DEIS Alternative K) indicates that the Ramapo Fault alignment is in close proximity to the proposed dam for the Ambrey Pond Reservoir, and that there is a possibility of fracture in the event of a large earthquake. The DEIS should include more information regarding the alignment of the proposed dam and impoundment relative to the fault; the potential or likelihood of fracture; associated hazards of such an event, including identification and characterization of downstream hazard areas; and any additional effects of such an event on coastal uses and resources.

15. Evaluate the potential of alternative management practices of the reservoir system in Rockland County, specifically including modifying Lake Deforest water releases to supply more water to Rockland County.

16. Evaluate water conservation and management strategies which could be implemented in the Hackensack watershed, with the goal of maintaining higher flows in the Hackensack River and, therefore, resulting in less discharge of water from the Lake Deforest Reservoir to New Jersey waters. Include an examination of NYS and NJ water release laws as well as any interstate agreements, for the possibility of altering water releases to NJ.

17. Discuss possible alternative or beneficial uses for wastewater, solid wastes and brine produced by the water treatment plant.

18. Utilizing chapter 16 of the preliminary draft EIS as a model, specifically including tables 16-2 and 16-3, provide an analysis of energy consumption and potential GHG emissions from each feasible and reasonable alternative, and expand the discussion of comparisons among alternatives of energy use and GHG emissions.

19. The discussion of alternative sites for the proposed water treatment plant and alternative sites for the proposed intake within the river will be expanded, and will include a discussion of intake locations considered outside of the Haverstraw Bay Significant Coastal Fish and Wildlife Habitat as well as bases for choosing the former Haverstraw Landfill as the proposed water treatment plant site.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Include a discussion of a reasonable range of potential future uses of the Ambrey Pond lands, including parkland, if the proposed Haverstraw Water Supply Plant is completed.
   - For each of those possible uses, address potential impacts on water supply demand, flooding, aquifer recharge, and loss of forest lands (including carbon sink value).
   - Discuss viable management alternatives for these lands should the desalination-based water supply project proceed; and
   - Assess predictable potential impacts of each management option, including relative probability of each occurring, plus impacts of each on land use, wildlife, rare, threatened or endangered species, and GHG gas sequestration (due to potential loss of carbon sinks).

2. The potential effects of the proposed water supply project on drinking water supplies in other watersheds will be considered, and the relationships of the water supplies in surrounding watersheds will be discussed (in coordination with the expanded discussion to be provided in Chapter 1).

3. Analyze the impacts of the proposed water supply project on communities outside of the NYS boundary.

4. Discuss the potential effects of the proposed water supply project on flooding in the watershed and surrounding area.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Discuss all anticipated growth-inducing effects resulting from the Proposed Project, including:
   - The capacity of all existing public services and facilities to support anticipated population growth based on growth projections as described in expanded Chapter 1;
   - An assessment of population growth and corresponding water demand as a result of the project, with an evaluation of the role of the proposed project in facilitating all potential developments in the region that cite or otherwise rely on the proposed water supply project as a long-term source of water; and
   - An evaluation of the potential effects of induced growth upon water demand, flooding and aquifer recharge in the United Water service area.

2. Evaluate the effects that additional growth enabled by the water supply project would have on air quality and traffic issues within the proposed water supply project's service area, including potential for exacerbating traffic-based GHG generation.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Based on additional and expanded analyses of potential impacts as required within the prior and following chapters, re-assess the potential for the proposed water supply project to result in unavoidable permanent, significant adverse environmental impacts.

ADDITIONAL INFORMATION TO BE PROVIDED

The Draft EIS will expand upon the preliminary draft by including the following topics.

1. Evaluate the impact on rates to consumers for water from desalination versus all other alternatives, specifically including the ability of residents in identified environmental justice communities of concern within the UWNY Rockland County service area to support long-term rate increases.

2. Provide information on local subsistence anglers who may utilize the river in proximity to the proposed project. Evaluate how subsistence fishing activities may be impacted. Explain information sources; non-statistical, observational methods may be used.

Appendix C

United Water New York Inc.
Haverstraw Water Supply Project

Meeting with the New York State Department of Public Service

November 5, 2008

United Water
SUEZ

Presentation Overview

- **Background**
  - Salient provisions of 2006 PSC Order with Joint Proposal
  - Joint Proposal Milestones
- **Summary of United Water public involvement program for project**
- **Pilot Plant aspect of project**
- **Concerns regarding remaining milestones in JP**
- **SEQRA Process**
- **Goals of United Water**
- **Requested Action**

Background

- **Public Service Commission ("PSC") Order Approving Merger and Adopting Three-Year Rate Plan, Issued and Effective December 14, 2006 ("Order")**
- **Order contained a Joint Proposal ("JP"), the parties to which are:**
  - Staff of the Department of Public Service ("Staff")
  - United Water New York Inc. ("UWNY")
  - United Water South County Water Inc. ("UWSCW")
  - Town of Ramapo ("Ramapo")
  - County of Rockland ("County")
  - Rockland County Fire Chiefs Association, Inc. ("Fire Chiefs")
  - Ellen C. Jaffee (then Legislator, now Assemblyperson)
  - Homeowner's Association ("Woodlands")

Background (cont'd.)

- **Term of JP is January 1, 2007 until December 31, 2009, with exceptions including:**
  - Section XI – New Water Supply Source ("NWSS") and Surcharge
  - Section XIII – Volume, Construction Milestone and Hydrant Maintenance Performance Payments.

Background (cont'd.)

- **Section XI (NWSS and Surcharge) of the JP states:**
  - "1. *The Parties agree that it is in the customers' best interest and in the public interest for the Company to accelerate its development of new sources of supply*. It is understood and agreed that the fulfillment of the commitments discussed in Section XIII and Exhibit 11 increase supply, meet the supply needs of Rockland County and specifically consider the development allowed under current land use control throughout Rockland County and the Town of Ramapo's Comprehensive Plan. All Parties contributed to the development of these commitments. (Emphasis supplied)

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  - 3. On or before January 15, 2007, the Company will file with the Commission and the Parties a project description for a long-term major water supply project that the Company will build. Among other things, the filing will include: A description of the project, an explanation of why this project (in lieu of alternative projects) was selected … (Emphasis supplied)

  - 4. The NWSS peak and average volume commitments and long-term major supply project construction milestone commitments are described in Exhibit 11."

United Water SUEZ

Background (cont'd.)

- **Section XIII of the JP states:**
  - "1. The Parties agree to use their best efforts to assist the Company in meeting its volume, construction milestone and hydrant maintenance schedule commitments on time. If the Department of Environmental Conservation, or any other regulatory body, takes action to delay or deny a required permit, all Parties agree to meet as a group with such regulatory body, or take other appropriate action, to facilitate the permitting process.… (Emphasis supplied).

  - 2. If it appears that any volume commitment, construction milestone or hydrant maintenance schedule for the next year will not be met, the Company will so advise the Parties in writing, and schedule a meeting in which the matter can be discussed. If all Parties agree that events outside of the Company's control cause the anticipated delay, then all Parties will stipulate that the associated performance payment should not apply. Under such circumstances, the Parties will file the stipulation with the Commission. (Emphasis supplied). [If no agreement is reached, this paragraph continues the procedures for attempting to resolve the disagreement including ultimately referring the matter to the Commission's Office of Hearings and Alternative Dispute Resolution for resolution if no agreement is reached.].

  - 3. Upon failure to meet the volume or construction milestone commitments set forth in Exhibit 11, the Company shall make performance payments at the following levels: …(2) a performance payment of $300,000 for failure to meet any construction milestone commitment…"

Background (cont'd.)

- **Exhibit 11 to the Joint Proposal, "United Water New York Supply Commitments"**
  - Long-Term Major Water Supply Project Milestone Commitments
  - The following milestone commitments are agreed-to for the large water supply project:
  - Project description to PSC – January 15, 2007
  - Preliminary conceptual design – September 30, 2007 (facility/site layout, plant hydraulic gradient, process description, design basis)
  - Submit DEIS and all required environmental permit applications – September 30, 2008
  - Complete pilot plant studies, if required – December 31, 2009
  - Obtain Environmental Permits – September 30, 2010
  - Complete 50% design – September 30, 2011
  - Begin Construction – May 31, 2013
  - In-service – December 31, 2015
  - Performance Payment
  - Failure to achieve the volume or construction milestone commitments set forth in this Exhibit will result in performance payments, subject to Section XIII.

PSC JP Milestones

- **January 15, 2007 JP milestone -- "Project description to PSC"**
  - Milestone met
  - Submission entitled "Long Term Water Supply Project United Water New York" included:
    - Selection of desalination project near Hudson River
    - Identification of alternative long-term water supply projects.
    - Rationale for the selection
    - Discussion of the approval process for the project, including the State Environmental Quality Review Act ("SEQR")

PSC JP Milestones (cont'd)

- **September 30, 2007 Project Milestone -- Preliminary Conceptual Design**
  - Milestone met
  - Thereafter, United Water continued site identification and negotiations for project components
  - Thereafter, United Water continued communication with agencies and NGOs, for example:
    - October 2007: meeting with Governor's office
    - November 7, 2007: Meeting with Riverkeeper, Scenic Hudson and Clearwater
    - December 11, 2008: Meeting with ACOE
    - January 31, 2008 and February 6, 2008: Communications with NYS Office of General Services ("NYSOGS") regarding Hudson River water quality monitoring buoys for project

PSC JP Milestones (cont'd)

- **"Submit DEIS and all required environmental permit applications – September 30, 2008"**
  - Milestone met
  - Robust submission, especially DEIS
    - > Detailed project description and discussion of potential impacts
    - > Detailed discussion of alternatives including "no-action," conservation, other projects/sources of supply, etc.
  - October 8, 2008 letter from NYSDEC:
    - > Pilot plant application will continue to be held as incomplete by NYSDEC until further design information submitted by United Water.
    - > No longer agreeing to a meeting on the SEQR classification (will advise us shortly of NYSDEC SEQR classification "tentative determination" "and any need for a second meeting.")

United Water SUEZ

United Water's Public (and Agency) Involvement Program

- **Immediately after the January 2007 submission, United Water reached out to numerous state, county and local agencies and NGOs to provide them with copies of the submission and request a meeting, including:**
  - NYS Department of Environmental Conservation
  - NYS Department of Health
  - NYS Department of State
  - Riverkeeper
  - Clearwater
  - Scenic Hudson
  - Town of Haverstraw
  - Town of Stony Point
  - Rockland County, including Department of Health
  - Haverstraw Joint Regional Sewer Board
  - United States Army Corps of Engineers ("ACOE")
- **Project meetings have occurred with all of the above, and with others**

United Water's Public (and Agency) Involvement Program (cont'd.)

- **March 21, 2007 Meeting at NYSDEC Regional office in New Paltz**
  - Attendees from NYSDEC, central and regional offices, Rockland County Department of Health, Haverstraw JRSB, and United Water
  - Items presented by United Water in slide presentation included:
    - Background on 2006 rate case and order;
    - Selection process for project;
    - Sampling plan and pilot plant for project;
    - Approval and SEQR process;
    - Project schedule;
    - Outreach to stakeholders; and
    - Planned UWNY project website containing project information

Pilot Plant Application Process

- **April 2007: Pilot Plant site identified – Town of Haverstraw Marina (pilot intake) and former DPW site (pilot plant)**
- **November 2007: Intake site determined to be parkland, limiting use for pilot intake**
- **March 2008: USG Pilot Plant site identified**
- **June 19, 2008: Submitted local land use applications to Town of Haverstraw for permits to construct and operate temporary and removable pilot plant at US Gypsum site in Town of Haverstraw**
- **June - September, 2008: Public meetings and hearings before Haverstraw town boards regarding local land use applications submitted to Town of Haverstraw**
  - Town classifies pilot plant applications to Town as "Type II actions" under SEQR because they meet the Type II list criteria in 6 NYCRR § 617.5(c)(7)(18) and (21) and examples of Type II actions in NYSDEC *SEQRA Handbook*.

Pilot Plant Application Process (cont'd.)

- **Pilot Plant SEQRA Analysis**
  - Type I action classification means no SEQR review of applications -- here Pilot Plant
  - Only need to meet one of the criteria in § 617.5(c) for application to be classified as a "Type II action." Pilot Plant meets at least three criteria:
  - § 617.5(c)(7): "Construction or expansion of a *primary* or accessory/appurtenant, nonresidential structure or facility involving *less than 4,000 square feet of gross floor area* and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities" (emphasis supplied);

    Note: The Pilot Plant is a nonresidential structure, less than 4,000 square feet, does not require a change in zoning or a use variance, and is a permitted use by special permit in the district in which it is proposed.
  - § 617.5(c)(18): "Information collection including basic data collection and research, *water quality* and pollution studies, traffic counts, *engineering studies*, surveys, subsurface investigations and soil studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action" (emphasis supplied);

    Note: Clearly the Pilot Plant is for the purpose of testing a number of treatment processes and evaluating their effectiveness in comparison to a selected baseline process. The Pilot Plant also would allow United Water to continue the process of gathering information on water quality but now on a continuous basis.

Pilot Plant Application Process (cont'd.)

- **Pilot Plant SEQRA Analysis (cont'd.)**
  - NYSDEC *SEQRA Handbook* confirms Type II action classification of Pilot Plant:
    - "617.5(c)(18)

      ***

    - Examples of allowable tests and equipment are:

      ***

      - Water supply investigations"

        ***

      - "A very large example of this item is the plan by the New York State Office for Technology (OFT) to establish a statewide wireless network. Intended primarily for emergency response purposes; OFT initially examined what kind of technology is best, where antennas must be placed to facilitate complete coverage of the state, and how to install these antennas to minimize disturbance to the area in which each is located. The preliminary investigations to obtain data to make decisions on the various considerations for the action were deemed to fit into this Type II category. The actions that are subject to additional SEQR review include the actual creation of the plan for the network, including the decision making process for the siting and design of individual towers"

Pilot Plant Application Process (cont'd.)

- **July 8, 2008: Courtesy copies of local land use applications delivered to NYSDEC**
  - Various communications by certain NGOs to NYSDEC on pilot plant local land use applications and SEQR Type II classifications.
- **July 14, 2008: Receive July 7, 2008 letter from NYSDEC regarding Pilot Plant and SEQR.**
  - Certain parties to JP communicate about project and its need in a manner that could be perceived as questioning such need.
- **August 1, 2008: United Water submits Joint (Water) Permit Application for pilot plant to NYSDEC, USACOE and NYSOGS**
  - NYSDEC sends correspondence to United Water questioning SEQR classification of pilot plant applications.
  - United Water responds to request with a detailed letter explaining merits of SEQR classification of Pilot Plant as a Type II action and the overall land use and SEQR process.
  - UWNY requests meeting with NYSDEC to discuss pilot plant applications and related SEQR Type II classification issues to learn of NYSDEC concern and discuss them.
  - NYSDEC sends UWNY a letter on September 8, 2008 agreeing to such a meeting with UWNY; it is eventually scheduled on September 25, 2008.

Pilot Plant Application Process (cont'd.)

- **September 25, 2008: Meeting Between United Water and NYSDEC at Region 3 in New Paltz**
  - Primary Purpose of Meeting: learn of specific concern NYSDEC has regarding SEQR Type II classification of pilot plant applications.
  - NYSDEC expresses "significant concerns" about SEQR Type II classification but states it is not prepared to discuss the concerns.
  - NYSDEC asks about project components and whether milestones in Order/JP have a force majure provision.
  - NYSDEC agrees to the request of UWNY to meet soon (within days) to reveal these concerns before issuing its SEQR classification determination on the pilot plant applications;
  - Several follow-up e-mails to NYSDEC to obtain date for the meeting unsuccessful.
- **October 8, 2008: NYSDEC sends UWNY letter regarding UWNY's September 25th meeting request and requesting additional information**
  - "The Department is still evaluating that classification internally, and we will advise you shortly of our tentative determination and any need for a second meeting."
  - Tentative determination yet to be received.

United Water Concerns Regarding Meeting JP Milestone Commitments

- **United Water takes commitments in JP very seriously**
- **December 31, 2009 Milestone: "Complete pilot plant studies, if required."**
- **September 30, 2010 Milestone: "Obtain Environmental Permits"**
- **Pilot Plant**
  - USACE ready to issue permit for pilot plant now
  - Delay from NYSDEC
  - Need to begin construction of pilot plant immediately to complete studies by December 31, 2009
  - Pilot Plant not required by NYSDOH; however, pilot plant results expected to:
    - Lead to more efficient treatment process, i.e., reduce capital costs
    - Lower costs of operation of full-scale plant
    - Lessen environmental impacts of full-scale plant
    - Benefit ratepayers
  - United Water believes pilot plant is important and should be constructed and operated
  - United Water is open to addressing concerns of NYSDEC over process.

SEQRA Lead Agency Selection

- **JP did not address identification of SEQRA lead agency.**
  - DEIS has been submitted to several potential lead agencies.
- **Next step in process is for "involved agencies" to determine lead agency.**
  - Likely choices for lead agency: PSC/DPS; NYSDEC
- **Best chance for meeting the milestones in Exhibit 11 to the JP is with the PSC/DPS as SEQRA lead agency.**
  - NYSDEC Staff (and other agencies) can be resource and provide analysis under SEQR. 6 NYCRR § 617.14(c) ("Agencies may find it helpful to seek the advice and assistance of other agencies… on SEQR matters, including the following:
    - (4) preparation and filing of SEQR notices and documents[.]"
- **Groups (and perhaps Parties) with concerns over full-scale project may believe they need to contest project; however, several project review processes provides them with fora in which to raise their concerns and have them addressed.**
- **Parties' obligations under JP to "use their best efforts to assist the Company in meeting its … construction milestone … commitments on time." JP, p. 13, section XIII.1.**

Additional JP Milestone Matters

- **JP requires "Company" [United Water] to "advise the Parties in writing, and schedule a meeting …" "[If it appears that any … construction milestone … for the next year will not be met[.]" JP, p. 13, section XIII.2.**

- **Issue: If approval for pilot plant is not forthcoming from NYSDEC, options:**
  - do not build pilot plant (not required by NYSDOH)

    -or-
  - Parties meet with NYSDEC, "or take other appropriate action, to facilitate the permitting process." JP, p. 13, section XIII.1.

    -and/or-
  - "Parties will stipulate that the associated performance payment should not apply," if "events outside of the Company's control cause the anticipated delay[.]"

Goals

- **United Water desires to manage JP risks properly**
- **Order and JP evidence foresight of PSC/DPS and Company**
- **United Water desires expedited and effective project review process**

Requested Actions

- **Establish SEQR Lead Agency**
- **Establish Pathway for Pilot Plant Review, Construction and Operation**
- **Objectives may lead to formal meeting with Parties in which United Water requests support from Parties for project before NYSDEC**

Questions

Next Steps

United Water New York Inc.
Haverstraw Water Supply Project

Meeting with the New York State Department of Public Service

November 5, 2008

United Water
SUEZ

Appendix D

The Haverstraw Water Supply Project

Joint Proposal Parties Update
July 22, 2009

www.unitedwater.com/hwsp

Presentation Overview

- Background
- Pilot Study
- Full-Scale Project Status
- Remaining Joint Proposal Milestones

Summary of Project Selection

Criteria	Ambrey Pond	Hudson River
Drought Tolerance	Average	High
Dam Safety Concerns	High	Low
Environmental Impact	High	Moderate
Sustainable Supply	Low	High
Construction Complexity	Complex (major civil works project)	Average
Capital Cost (7.5 mgd, before sale of land)	$213,000,000	$120,400,000
Operating Cost	$1.30/1,000 gallons	$1.51/1000 gallons
Annual Revenue Requirement	$44.3 M	$25.1 M
Net Present Value	$524 M	$314 M (assuming $20M sale of Ambrey land)

* All costs in 2008 $'s

Background

Milestone	Date
Public Service Commission ("PSC") Order Issued and Effective	December 14, 2006
Project Description to PSC	January 15, 2007
Preliminary Conceptual Design	September 30, 2007
Submit DEIS and all required environmental permit applications	September 30, 2008
Complete pilot plant studies, if required	December 31, 2009
Obtain Environmental Permits	September 30, 2010
Complete 50% design	September 30, 2011
Begin Construction	May 31, 2013
In-service	December 31, 2015

Background (cont'd.)

- Section XI (NWSS and Surcharge) of the JP states:

  1. *The Parties agree that it is in the customers' best interest and in the public interest for the Company to accelerate its development of new sources of supply*. It is understood and agreed that the fulfillment of the commitments discussed in Section XIII and Exhibit 11 increase supply, meet the supply needs of Rockland County and specifically consider the development allowed under current land use control throughout Rockland County and the Town of Ramapo's Comprehensive Plan. All Parties contributed to the development of these commitments. (Emphasis supplied)

5

Background, (cont'd.)

- 2006 Rate Order included a Joint Proposal that requires UWNY to develop a long-term water supply according established milestones

Milestone	Date	Status
Project Description to PSC	1/15/07	☑ – Milestone achieved
Preliminary Conceptual Design	9/30/07	☑ – Milestone achieved
Submit DEIS and all required environmental permit applications	9/30/08	☑ – Milestone achieved
Complete pilot plant studies, if required	12/31/09	Ongoing
Obtain Environmental Permits	9/30/10	Ongoing
Complete 50% design	9/30/11	Ongoing
Begin Construction	5/31/13	
In-service	12/31/15	

Pilot Study

Pilot Study Application Process

- April 2007: Pilot Study site identified – Town of Haverstraw Marina (pilot intake) and former DPW site (pilot facility)
- November 2007: Intake site determined to be parkland, limiting use for pilot intake
- March 2008: U.S. Gypsum ("USG") Pilot Study site identified
- June 19, 2008: Submitted local land use applications to Town of Haverstraw for permits to construct and operate temporary and removable Pilot Study at USG site in Town of Haverstraw
- June - September 2008: Public meetings and hearings before Haverstraw Town boards regarding local land use applications submitted to Town of Haverstraw
  - Town classifies pilot study applications to Town as "Type II actions" under SEQR because they meet the Type II list criteria in 6 NYCRR § 617.5(c)(7)(18) and (21).

Pilot Study Application Process (cont'd.)

- Pilot Study SEQRA Analysis
  - Type II action classification means no SEQR review of application
  - Only need to meet one of the criteria in § 617.5(c) for application to be classified as a "Type II action." The Pilot Study meets at least three criteria:
  - § 617.5(c)(7): "Construction or expansion of a *primary* or accessory/appurtenant, nonresidential structure or facility involving *less than 4,000 square feet of gross floor area* and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities" (emphasis supplied);

    Note: The Pilot Study is a nonresidential structure, less than 4,000 square feet, does not require a change in zoning or a use variance, and is a permitted use by special permit in the district in which it is proposed.
  - § 617.5(c)(18): "Information collection including *basic data collection* and research, *water quality* and pollution studies, traffic counts, *engineering studies*, surveys, subsurface investigations and soil studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action" (emphasis supplied);

    Note: Clearly the Pilot Study is for the purpose of testing a number of treatment processes and evaluating their effectiveness in comparison to a selected baseline process. The pilot study also would allow UWNY to continue the process of gathering information on water quality but now on a continuous basis.

9

Pilot Study Application Process (cont'd.)

- Pilot Study SEQRA Analysis (cont'd.)
  - NYSDEC *SEQRA Handbook* confirms Type II action classification of Pilot Study:
    - "617.5(c)(18)

      * * *
    - Examples of allowable tests and equipment are:

      * * *
      - Water supply investigations"

        * * *
      - "A very large example of this item is the plan by the New York State Office for Technology (OFT) to establish a statewide wireless network. Intended primarily for emergency response purposes; OFT initially examined what kind of technology is best, where antennas must be placed to facilitate complete coverage of the state, and how to install these antennas to minimize disturbance to the area in which each is located. The preliminary investigations to obtain data to make decisions on the various considerations for the action were deemed to fit into this Type II category. The actions that are subject to additional SEQR review include the actual creation of the plan for the network, including the decision making process for the siting and design of individual towers"

Pilot Study Application Process (cont'd.)

- July 8, 2008: Courtesy copies of local land use applications delivered to NYSDEC
  - Various communications by certain NGOs to NYSDEC on Pilot Study local land use applications and SEQRA Type II classifications.

- August 1, 2008: UWNY submits Joint (Water) Permit Application for Pilot Study to NYSDEC, USACOE and NYSOGS
  - UWNY responds to request with a detailed letter explaining merits of SEQRA classification of Pilot Study as a Type II action and the overall land use and SEQRA process.
  - UWNY requests meeting with NYSDEC to discuss Pilot Study applications and related SEQRA Type II classification issues to learn of NYSDEC concern and discuss them.

- September 2, 2008: UWNY requests meeting with NYSDEC to discuss Pilot Study applications and related SEQRA Type II classification issues to learn of NYSDEC concern and discuss them.
  - NYSDEC sends UWNY a letter on September 8, 2008 agreeing to such a meeting with UWNY; it is eventually scheduled on September 25, 2008.

Pilot Study Application Process (cont'd.)

- September 25, 2008: Meeting between UWNY and NYSDEC at Region 3 in New Paltz
  - Primary Purpose of Meeting: learn of specific concern NYSDEC has regarding SEQR Type II classification of Pilot Study applications.
  - NYSDEC asked about project components and whether milestones in Order/JP have a *force majure* provision.
  - NYSDEC agreed to the request of UWNY to meet soon (within days) to reveal these concerns before issuing its SEQR classification determination on the Pilot Study applications;
  - Several follow-up e-mails to NYSDEC to obtain date for the meeting unsuccessful.

- October 8, 2008: NYSDEC sends UWNY letter regarding UWNY's September 25th meeting request and requesting additional information
  - "The Department is still evaluating that classification internally, and we will advise you shortly of our tentative determination and any need for a second meeting."

- November 5, 2008: Met with PSC staff to request assistance facilitating permits.

Pilot Study Application Process (cont'd.)

- November 2008 – May 2009: UWNY evaluated methods to minimize the effect of the permitting delays.
  - Options evaluated were:
    1. Reduce the scope of the Pilot Study to reduce the building size.
    2. Eliminate the building and utilize trailers/storage containers at the USG site or another site near the USG site.
    3. Relocate the Pilot Facility to an existing building near the USG site.
  - Option #3, relocate the Pilot Study, selected as the best option to minimize the effects of the permitting delays by reducing the Pilot Study construction schedule.
- December 31, 2008: UWNY provided notice to the PSC and the Parties. The notice stated, in pertinent part:

  The next Project milestone in the Joint Proposal is the completion of pilot plant studies, if required, by December 31, 2009. United Water currently anticipates that pilot plant studies may last for a year. In light of the fact that the NYSDEC processes are still in progress, even if the NYSDEC were to immediately determine the pilot study to be a Type II action under SEQRA and United Water could commence actions in furtherance of the study upon the determination, it is possible that pilot testing would not be completed by December 31, 2009. United Water will, of course, continue to use its best efforts to complete pilot testing by December 31, 2009.

13

Pilot Study Application Process (cont'd.)

- January 26, 2009: NYSDEC classified the Pilot Study under SEQRA:

  DEC has classified the proposed pilot desalination plant as a Type II action under SEQR pursuant to 6 NYCRR 617.5(c)(18)* because the stated purpose for the construction and temporary operation of the proposed pilot desalination plant is *basic data collection* in partial support of UWNY's application for LTWSP, including undertaking *water quality, pollution and engineering studies*. (emphasis supplied)

  * 6 NYCRR 617.5(c)(18) - information collection including *basic data collection* and research, *water quality* and pollution studies, traffic counts, *engineering studies*, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action. (emphasis supplied)

- April 8, 2009: USACOE issues nation wide 12 permit conditioned on obtaining NYSDOS coastal zone consistency determination.

Amended Pilot Study

- UWNY evaluated other options for reducing the Pilot Study's construction schedule (estimated to take 9 months due to site constraints):
  - Keep only the Pilot Intake at USG.
  - Relocate the Pilot Study to another site.
    - Comprehensive examination of alternative properties removed from the riverside but close to the USG site to allow for a reasonable pipe distance, including the JRSB and other properties on Beach Road
    - Site should also allow the use of containers or have an existing building to house the Pilot

- Search for alternative sites identified a potential site that had recently become available:
  - New 6,500 square-foot warehouse completing construction in the Village of West Haverstraw owned by DSB Realty
    - Building was constructed for use by a moving company; however, the lease recently fell through.
    - Building is move-in ready with heating and ventilation, requiring only minor modifications

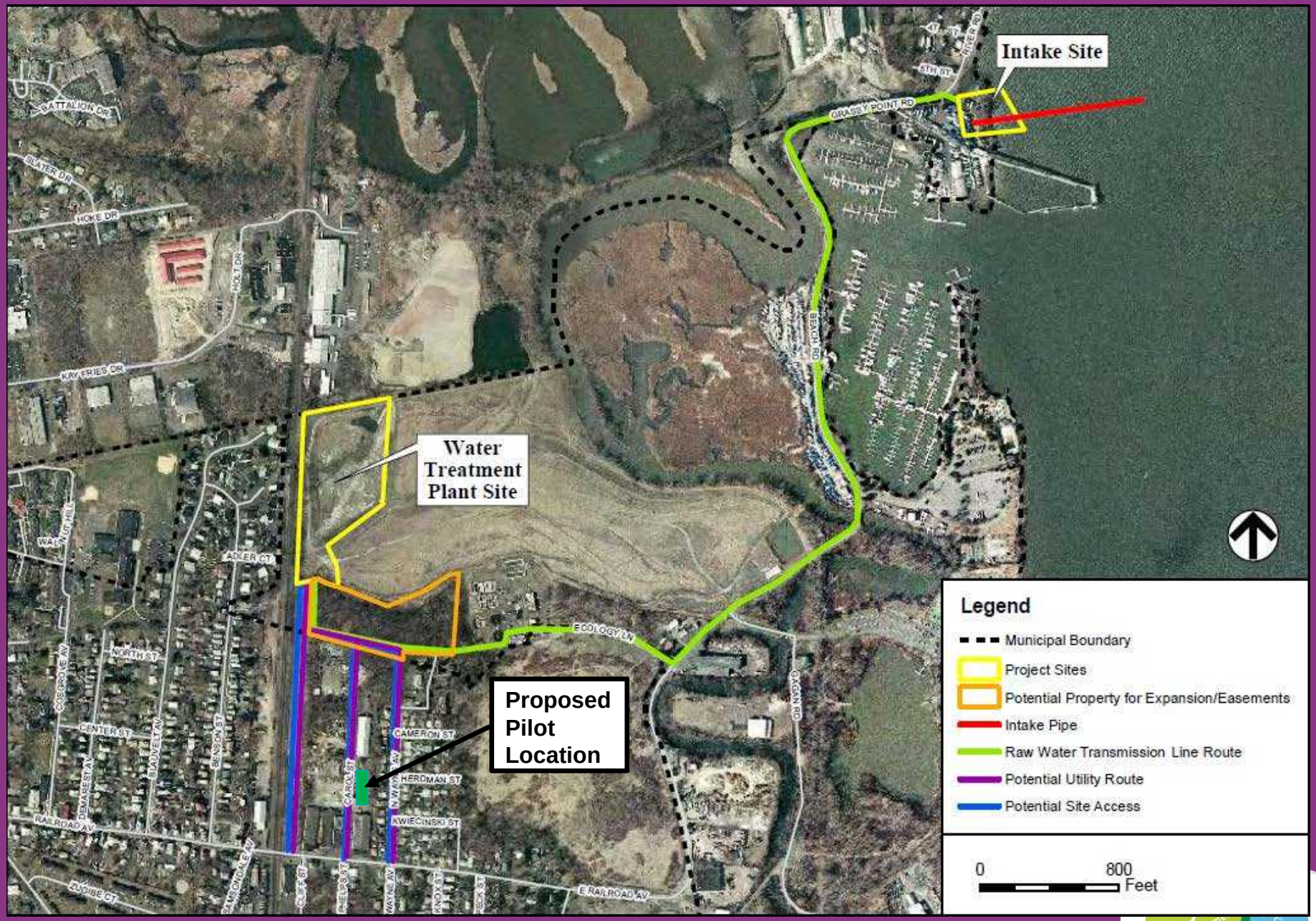
Pilot Study, cont'd

DSB Realty's West Haverstraw Building

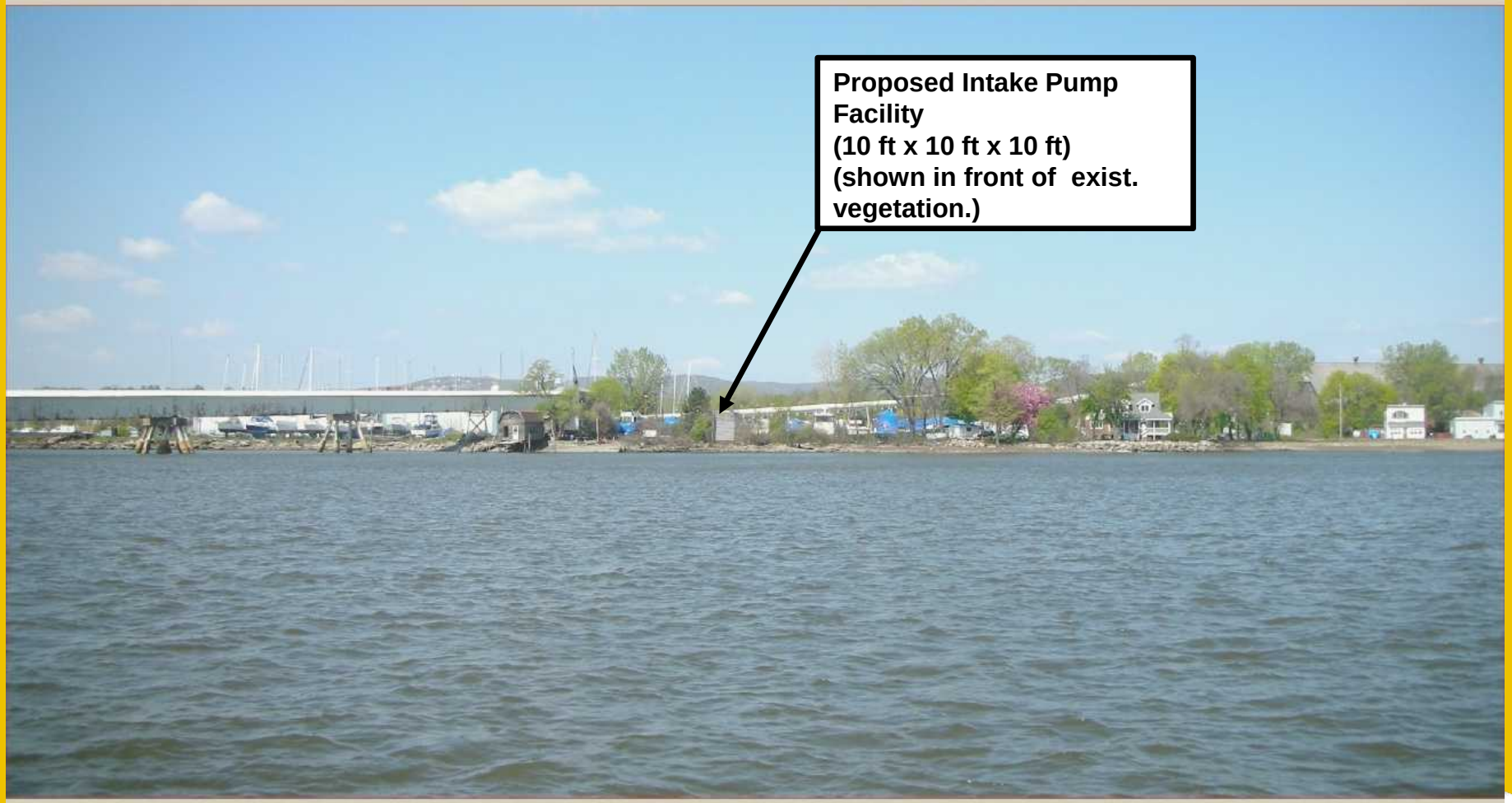
Pilot Study, cont'd

DSB Realty's West Haverstraw Building

17


Intake Site
Water Treatment Plant Site
Proposed Pilot Location
GRASSY POINT RD
BEACH RD
ECOLOGY LN
GAGAN RD
CAMERON ST
HERDMAN ST
KWIECINSKI ST
CAROL ST
RAILROAD AV
E RAILROAD AV
ADLER ST
NORTH ST
CENTER ST
KAY FRIES DR
HOLT DR
HOKE DR
SLATER DR
BATTALION DR
Legend
Municipal Boundary
Project Sites
Potential Property for Expansion/Easements
Intake Pipe
Raw Water Transmission Line Route
Potential Utility Route
Potential Site Access
0
800
Feet

Amended Pilot Study (cont'd.)



Amended Pilot Study (cont'd.)

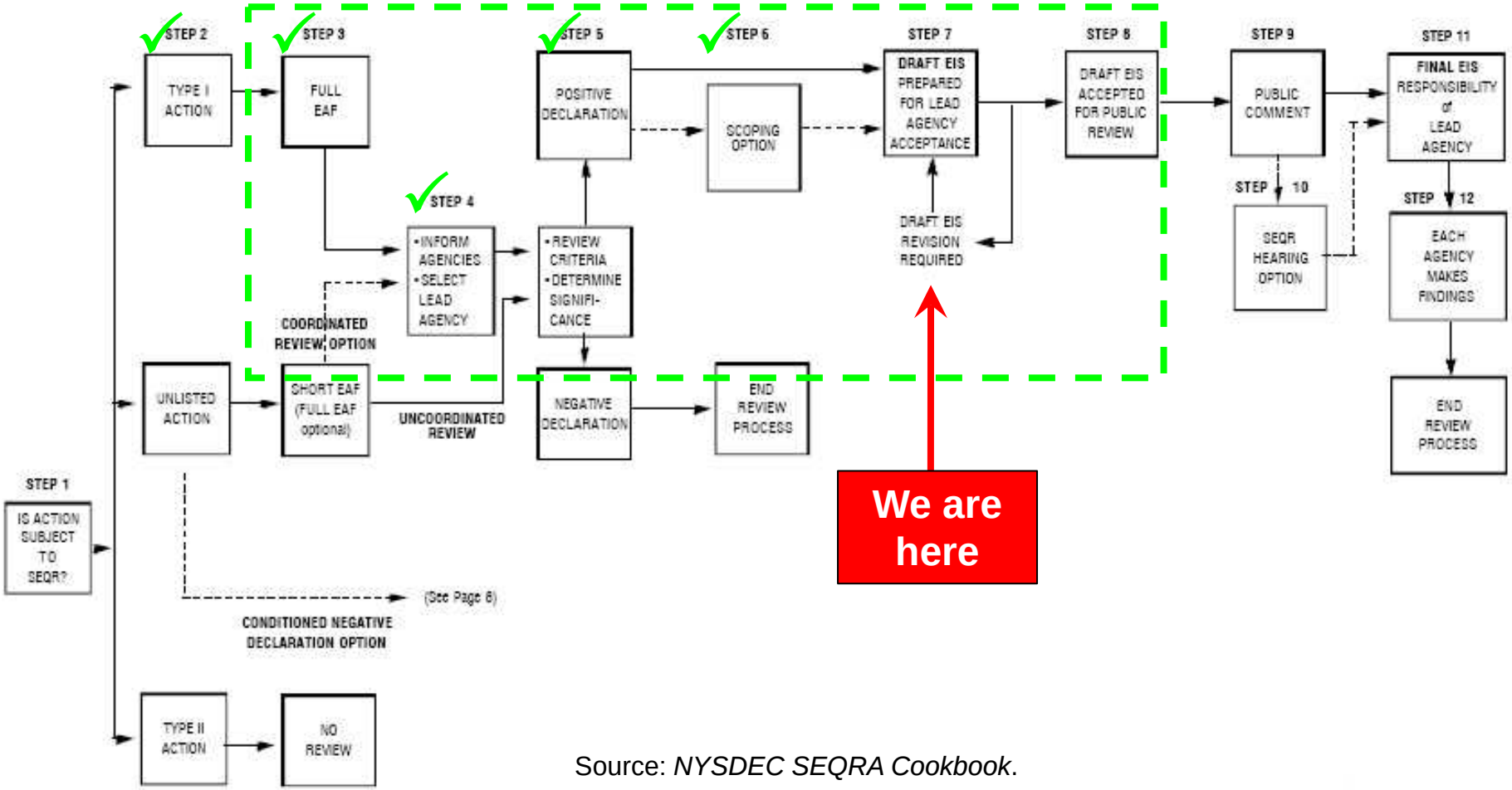
Permit	Status	Amended Pilot Study
SEQRA Classification	Issued 1/09 – Type II	Re-evaluation Pending
NYSDEC – Stream Disturbance, Navigable Waters, and 401 Water Quality Certification	Application Submitted 8/08	Pending
USACOE – NWP #12	Issued 4/09	Issued 7/09
NYSDOS – Coastal Zone Consistency Certification	Application Submitted 9/08	Pending
Haverstraw – Special Use Permit	Application Submitted 6/08	Issued 6/09
Haverstraw – Site Plan	Application Submitted 6/08	Pending
Haverstraw – Zoning Variances	Application Submitted 6/08	Pending
Haverstraw – Architectural Review	Issued 7/08	Issued 6/09
Haverstraw – Building Permit	Pending Site Plan approval	Submit Application once Site Plan is approved
JRSB – Industrial Discharge	Application Submitted 8/08	Pending
West Haverstraw – Site Plan		Pending
West Haverstraw – Building Permit		Submit Application once Site Plan is approved

Full-Scale Project Status

Full-Scale Project Status

Date	Action
September 28, 2008	DEIS and environmental permits submitted
January 26, 2009	NYSDEC issues a lead agency coordination letter
April 2, 2009	NYSDEC declared itself as the lead agency, issues positive declaration, began public scoping period for DEIS
May 7, 2009	Public scoping sessions conducted in the Town of Haverstraw
May 29, 2009	Public scoping period ended
June 29, 2009	Final DEIS scope issued
June 30, 2009 -	UWNY updating DEIS to meet the final scope

Full-Scale Project Status (cont'd.)



Source: *NYSDEC SEQRA Cookbook*.

Full-Scale Project Status (cont'd.)

- UWNY continues to believe "that it is in the customers' best interest and in the public interest for the Company to accelerate its development of new sources of supply."

- UWNY believes that the Haverstraw Water Supply Project ("HWSP") represents the best value proposition for our customers and the environment.
  - The proposed HWSP treatment plant is less expensive to build than other projects, customers will pay less.

- The Haverstraw Water Supply Project can be expanded to keep pace with future demand, providing from 2.0 million gallons per day to 7.5 million gallons per day of purified drinking water.

Remaining Joint Proposal Milestones

Remaining Milestones

Milestone	Date
Complete pilot plant studies, if required	December 31, 2009
Obtain Environmental Permits	September 30, 2010
Complete 50% design	September 30, 2011
Begin Construction	May 31, 2013
In-service	December 31, 2015

Remaining Milestones, (cont'd.)

- Section XIII of the JP states:

1. The Parties agree to use their best efforts to assist the Company in meeting its volume, construction milestone and hydrant maintenance schedule commitments on time. If the Department of Environmental Conservation, or any other regulatory body, takes action to delay or deny a required permit, all Parties agree to meet as a group with such regulatory body, or take other appropriate action, to facilitate the permitting process.... (Emphasis supplied).

2. If it appears that any volume commitment, construction milestone or hydrant maintenance schedule for the next year will not be met, the Company will so advise the Parties in writing, and schedule a meeting in which the matter can be discussed. If all Parties agree that events outside of the Company's control cause the anticipated delay, then all Parties will stipulate that the associated performance payment should not apply. Under such circumstances, the Parties will file the stipulation with the Commission. If no agreement is reached, and in any event within 30 days after failure to meet any volume or construction milestone commitment, the Company may make a filing with the Commission and the Parties. The filing will describe the reasons for the failure, demonstrate that the failure was caused by events outside of the Company's control and that the performance payment should not apply...

3. Upon failure to meet the volume or construction milestone commitments set forth in Exhibit 11, the Company shall make performance payments at the following levels: ...(2) a performance payment of $300,000 for failure to meet any construction milestone commitment...

Questions

Thank You

Please visit the project website:
www.unitedwater.com/hwsp

The Haverstraw Water Supply Project

Joint Proposal Parties Update
July 22, 2009

www.unitedwater.com/hwsp

Appendix E

From: Albertson, Gary
Sent: Tuesday, October 28, 2008 9:28 AM
To: Iacullo, Bob
Subject: Monthly report

I will bring copies for our meeting. Gary

United Water
Capital Investment Planning and Delivery

Monthly Report
October 28, 2008

- 2008 Capex Plan
  - Revised V3 = 198.5M
  - Month ending September YTD; actual = 126 M
  - 4.0M over planned investment profile
    - Haworth is slightly ahead of schedule, we took early delivery of ozone equipment, triggering faster payment of 2.5M
  - Year end landing of 198.5M is on track
  - Met with Mazars auditors to review policies and procedures

- 2008 V3 Risks/Opportunities
  - New Milford
    - Work at the site is substantially complete. Final invoices and close-out costs are being estimated and it seems we can complete this work within the 3.4M budget allocated this year. Final engineering report and DEP coordination for site closure (plus legal) will extend into 2009. We are carrying a 1.0M budget in the 2009 plan, this may be too high.
  - IT
    - Forecast = 12.5M (5.3M YTD)
      - 3.0M for EAM/GIS (still no clarity on what we intend to purchase/implement for this budget)
      - 0.6M for CIS
      - 1.4M for Storage area Network
  - Contract Services
    - Forecast = 3.3M (1.8M YTD)
  - UWPA
    - Forecast = 7.6M (3.0M YTD)
  - DIP connection to Shaft 22
    - Currently still on-track to have pipeline in-service by Jan 1. Potential delays to gain access to NYC property for work at Shaft 22.
  - UWNJ sales and use tax
    - 1.4M provision being used for accrual of obligation

- Projects
  - Haworth
    - On schedule and on budget. Commissioning and start-up activities to begin in January.
  - Haverstraw Water Supply Project
    - DEIS submitted by end of September to meet milestone

        - Project budget overrun for 2008 (4.4M forecast vs. 3.4M budget), this was caused by extra legal and engineering work needed to complete the DEIS. Due to multiple sites for intake, infrastructure and plant, plus pilot plant permitting.
        - Government relation plan and resources needed (from Steering Cmt)
        - Need to pursue surcharge
        - Pilot plant construction bids received (Layne, HDR/Stonehill, and CDM), all bids well over budget. Project team recommends selection of CDM. We will have to cut the scope of the pilot to what is truly "required".
    - DIP
        - Connection to Shaft 22 underway

- HR
    - Offer made to [redacted] for Engineering Manager position
    - Need to develop job description and request for new Asset Mgt. position

- Legal
    - No issues to report

- External and SE Activities
    - Engineers Conference held and feedback has been very positive
    - JORE, Technical Committee and R+I meetings held
    - R+I Steering Cmt. Meeting Nov. 6 and 7

- Other Activities
    - GIS standards and link to BPBA/Business Technology
    - UWNJ and Mid-Atlantic Master Plans submitted to BPU
    - PSoft requisition approvals
    - 2009 Capital budget evaluations (current plan, MTP scenario, possible lower scenario)
    - Vacation week of Nov. 10th

Appendix F

From: Master, Sameet
To: DiVincenzo, Michael
Subject: RE: UWNY LTWS Project - Pilot Plant
Date: Friday, October 31, 2008 2:51:03 PM

Thanks!

-----Original Message-----
From: DiVincenzo, Michael
Sent: Friday, October 31, 2008 2:19 PM
To: Master, Sameet
Subject: RE: UWNY LTWS Project - Pilot Plant

Done

Michael J. DiVincenzo
Executive Director, Supply Chain Management
United Water
700 Kinderkamack Road
Oradell, NJ 07649
telephone: 201.634.4249
Email:michael.divincenzo@unitedwater.com

-----Original Message-----
From: Master, Sameet
Sent: Thursday, October 30, 2008 5:39 PM
To: DiVincenzo, Michael
Cc: Albertson, Gary; Dyksen, John; McDonald, Michael
Subject: UWNY LTWS Project - Pilot Plant

Mike,

We've reviewed the proposals to design-build the Pilot Plant and made the following determinataions:
- The best project team is CDM.
- The most qualified firm to design and construct the Pilot Plant is CDM.
- All the costs to design-build the Pilot Plant exceed the budget amount.

We have decided select the most qualified firm, i.e., CDM, to further the design as well as value engineer the Pilot Plant so it can be constructed within the budget. We are preparing a more detailed discussion on the selection and will send that to you shortly.

Can you contact Layne and Stone Hill/HDR to let them know that they were not selected?

Thanks,
Sameet

Appendix G

MEMO

FROM: Mike McDonald/Sameet Master TO: Mike DiVincenzo

DATE: October 31, 2008 COPIES: Gary Albertson, John Dyksen

SUBJECT: UWNY LTWS Project – Pilot Plant Options

A Request for Proposals ("RFP") for a design build approach to the Haverstraw Water Supply Plant Pilot Building was sent to the following five interested bidders on June 18, 2008:

- Stone Hill Contracting Co., Inc. – Doylestown, PA
- Henkels and McCoy, Inc. – Bluebell, PA
- Layne Christensen Co. – Quakertown, PA
- Camp Dresser & McKee – Woodbury,NY
- Henningson, Durham and Richardson ("HDR") – Pearl River, NY

Henkels and McCoy opted out, HDR teamed with Stonehill and Layne teamed with H2M Engineers, located in Melville, NY. The final tally included three bidders:

- The Stonehill/HDR team
- The Layne/H2M team
- CDM

Proposals were solicited on June 18, 2008, originally due back to UWNY on July 16, 2008, and ultimately extended to September 24, 2008 via written addenda. Six addenda were sent to the bidders for modifications and/or clarifications to the original RFP. Final bids, with separately enclosed costs, were received on September 24, 2008.

PROPOSAL SUMMARY

The RFP outlined a response broken down in to the sections outlined below:

<u>Proposal Format</u>
Section 1 – Qualifications
- General Company/Team Information
- Legal Name of Corporation to enter into Agreement

Section 2 – Project Team
- Key Personnel Committed to Project
- Project Organization
- Relevant Experience of Project Team

- List of Proposed Sub-Contractors & Description of Services

Section 3 - Project Approach
Section 4 – Price Proposal
Section 5 – Comments on the Agreement

There was a wide variation in the level of effort and detail that was provided in each of the bids. Layne/H2M provided a slim proposal, with a couple of pages allocated to project approach. Stonehill/HDR provided approximately 20 pages allocated to project approach. CDM provided approximately 50 pages allocated to approach, one page allocated to potential cost savings measures and six preliminary drawings.

Because of the wide variation in cost and the lack of any detailed approach from Stonehill/HDR and Layne/H2M, it was difficult to determine whether the RFP criteria would be met. Also, the wide variation in proposal content implied there may have been differences with approach and delivery and possibly interpretation of the RFP.

Based on this, a clarification letter was sent to each of the bidders on October 10, 2008 and is included as Attachment A. The letter requested additional information for various phases of the design/construction process, with the intent of comparably assessing each proposal.

PROPOSAL CLARIFICATION SUMMARY

The letters of clarification that were sent to each of the bidders were specific, and included five pages of questions to Layne/H2M, five pages of questions to Stonehill/HDR and three pages to CDM. The response from each of the bidders is included as Attachment B.

- Layne/H2M provided responses that minimally addressed the questions. Each question was answered, however the responses to many of the questions were unclear and many questions still remain.
- Stonehill/HDR provided substantive responses in line with the detail that was being requested for clarification.
- CDM provided substantive responses in line with the detail that was being requested for clarification.

Based on these responses, UWNY was able to better assess the scope of work, the approach and the end product. By example, one of the items that differentiated the proposals was the foundation design. The proposal stipulated building settlement of no more than one inch over a two year period. The only way to achieve this is via a deep pile foundation, otherwise, settlement up to one foot may occur, and by some estimates, up to two feet. CDM was the only bidder to recognize this need and provide a deep pile foundation.

The cost for each bidder is provided in Table 1, below. Layne/H2M was approximately half of the highest bid, commensurate with the level of detail provided in both the proposal and response to clarification. CDM was the highest bid. Stonehill/HDR was in the middle, closer to CDM. The internally estimated cost was $1.8-million, which is substantially less than all of the bid estimates.

TABLE 1 – Bid Costs

Bidder	Bid Cost
Layne/H2M	$2,399,747
Stonehill/HDR	$3,953,000
CDM	$4,677,489
UW Estimate	*$1,800,000*

PROJECT REALIGNMENT

The internal, budgeted cost estimate for the Pilot Plant was $1.8-million, well below each of the bidders. Among the bids, there was a wide variation in schedule, approach and cost. All of these factors, but primarily the cost factor, provided the justification to re-evaluate the scope of the project. Rather than progress directly to a design/build, UW will need to utilize the engineering component of the selected team to assist with re-designing and re-engineering the project, with the intent of decreasing the overall cost of the project to stay in line with the original estimated capital expenditure.

BID SELECTION

The Layne/H2M team provided a proposal scant on detail relative to how the project would be approached and how the criteria outlined in the RFP would be met. The RFP specifically asked for detail to be included so that UW could assess the integrity of the proposal. The request for clarification did little to appease UW's concerns, with perfunctory and brief responses to UW's questions. The engineer, H2M, included no documentation – either via personnel or project - for having designed membrane systems or treatment facilities of this complexity. Likewise, Layne did not include documentation indicating they had experience constructing membrane facilities. The cost and schedule provided with the proposal were both outliers relative to the other two bidders and the schedule seemed overly optimistic based on UW's internal assessment.

The Stonehill/HDR team provided a proposal discussing some elements of their approach, with remaining questions. The clarification response provided additional information and drawings that met the intent of the request and allowed UW to better assess the proposal. UW's primary concern with the Stonehill/HDR team is the background and expertise of the lead personnel. With the shift from a design/build team to an early emphasis on engineering, the organizational structure does not support a strong engineering component (this would also have been a concern within the original spirit of the design/build concept). The lead engineer appears to have a background in instrumentation and industrial waste treatment, with nine years experience. The support engineer is recently graduated from college, with little experience. The QA/QC team has a background in permitting. The project needs are heavily biased toward expertise in the harder engineering disciplines, particularly membrane (RO) process experience.

The CDM team provided a detailed proposal and sufficient response to UW's clarification request letter. The approach and schedule was clear and provided maximum transparency. CDM's lead has 27 years of experience with treatment facilities of similar complexity and the lead design engineer has 25 years of experience specifically with membranes. CDM also provided a list of the support engineering disciplines that would be involved, covering the entire spectrum of project needs. As noted earlier, CDM's proposal included a deep pile foundation,

which added to schedule and cost. When this and other scope items were removed, CDM was closer in cost to the Stonehill/HDR proposal.

Based on the above rationale, UW has selected CDM as the preferred contractor. UW feels that the selection of CDM will provide maximum benefit to UW and the overall pilot facility. Their thorough understanding of the project, and desire to provide a team to address each aspect of the project, will ultimately provide project financial payback and high project quality at minimal risk to UW.

ATTACHMENT A

LETTERS OF CLARIFICATION

ATTACHMENT B

CLARIFICATION RESPONSES

Appendix H

CDM

Memorandum

To: *Distribution*

From: *Keith Kelly, P.E.* KPK

Date: *November 5, 2008*

Subject: *UWNY Desalination Pilot Study Kickoff Meeting Minutes*
Draft – For Discussion Purposes Only
Privileged and Confidential: Attorney-Client and Work Product Privilege

A meeting was held in the United Water offices in Oradell to review potential pilot plant flow schemes, as well as to review the background, requirements and goals of the project in order to reduce the overall cost of the project. In attendance were:

United Water: John Dyksen, Sameet Master, Steve Garabed, Michael McDonald

CDM: Keith Kelly, Ken Smith, Kurt Kiefer, Kurt van Heiningen

Michael Shilale Associates: Michael Shilale

The key items discussed in the meeting are as follows:

- This work will be performed under the existing contract CDM has to perform modeling on the UWNY Desalination project. CDM is to provide an initial engineering estimate to conduct the preliminary work and to move the project into the design phase.

- This project is a confidential project and all requirements of the confidentiality agreement must be followed. A handout of the key confidentiality issues was provided by UW at the meeting.

- Invoicing is to be in accordance with the contract and not the new UW invoicing requirements.

- The basis of the Desalination facility is the PSC Rate order which requires the pilot to be completed by December 2009. There is no clear definition by the PSC of what the pilot requirements are. It is anticipated that the PSC will defer to NYSDOH as to the scope and objectives of the pilot test. The goal is to start the pilot up in February or March of 2009,

however, this may be difficult to achieve as there are still permitting issues and lead times on equipment. NYSDOH does not require the pilot to be performed, but it is important for public acceptance and process optimization. Therefore, the pilot will have two primary objectives:

- The first objective will be to comply with the PSC requirements
- The second objective will be process optimization.

- It is not believed that bench scale piloting will provide sufficient data on its own but with the full scale pilot, side streams for filtration at the bench scale size can be used to develop process design criteria and determine effectiveness of the process.

- UWNY discussed the design philosophy and objectives of the pilot test. Several ideas were discussed to reduce the size and cost of the process equipment. The attached schematic of the pilot flow diagram presents the agreed pilot system approach. The pilot will include multiple barriers for contaminates. The key features of the pilot system are as follows:

  - The intake pump will be capable of feeding the storage tank either on 6 hour cycles or continuously and must be able to pump to the Superpulsator. As the flow rate to the pilot will be in the 50 gpm range, the pump will be resized based on the Superpulsator flow rate and storage requirements. Flow rate control will be by valve operation.

  - The storage tank will be rectangular, depending on storage requirements, and will have the ability to be mixed or act as a settling tank. A hypo chemical injection point, with quick connect, shall be provided prior to the storage tank. Chemical injection points/quick connects for bisulfate or other chemicals shall be provided before and after the storage tank, and following the sedimentation tank, UV and filtrate tank. A static mixer will be provided for rapid mixing/coagulation. Under normal operations, coagulation will be performed following the raw water storage tank. However, the pilot system will allow for the ability to test coagulation and flocculation ahead of the raw water storage and use the raw water storage tank for sedimentation. The brackish water RO system is to be provided. However, the utilities for the hybrid RO system should be provided should UW want to test the hybrid system.

  - The data collection system will use data loggers and local outputs that will include manual readings.

  - The Superpulsator will be provided for a short period and set up outside the building with flexible hose connections. The objective of this testing would be to whether water quality benefits and/or cost savings could be achieved with the Superpulsator as pretreatment to the membrane processes as compared with base pilot process concept

of coagulation, flocculation, and sedimentation with plate settlers. The Ten States Standards requires that the Superpulsator be pilot tested to determine the effects of the changes in water temperature on the removal efficiency of the system.

- The CDR had been reviewed by CDM and UW stated that this report should be used to review the water quality data as it is the most up to date report. However, some of the data is from the overall sampling program which included multiple sites and various sample depths of the river. CDM needs to review the most relevant data on the UW website and in the report to provide their concurrence with the water quality design criteria. Table 2-4 data needs to be confirmed to be the correct water quality corresponding to the depth from which the intake will withdraw water. UWNR will provide CDM with additional relevant data.

- The finished water quality goals for the desalination plant will be to meet Federal and NYS DOH Drinking Water Quality Standards and to maintain corrosion control in the distribution system. CDM questioned the sodium values of 10 – 70 mg/l in Table 2-9 in the CDR. Sodium and chloride are two of the primary components of salinity. The concern is that if 10 – 70 mg/l is the typical water quality in the distribution system, trying to match this quality range might be the limiting parameter in the RO system design. Our understanding is that UWNY is not looking for a low sodium requirement, particularly if it impacts the design criteria and cost of the plant. The maintain concern is maintaining corrosion control in the distribution system. Table 2-5 does not show any Federal or NYS DOH standards for Sodium.

- Permits – the only approval UW has is the conditional approval of the Architectural Review Board whose overall approval will be based on receiving Planning Board approval. UW is supposed to receive the Army Corps Nationwide Permit 5, for R+D projects but does not have it yet. This would eliminate some NYSDEC issues. UW does not have Planning Board, NYSDEC approval, any special use approvals which may be required by the Town, or Zoning Board approval. The water storage tanks may need special approval as well as the Engineers trailer.

- The intake design will remain as is. Twelve (12) sets of intake line drawings including the plan, profile and details, were provided to UW.

- The pilot facility may be housed within a smaller building based on the revised pilot train, layout. CDM will develop a revised layout of the pilot train with limited chemical storage, no conference room, an office and bathroom. The concrete floor of the building will be eliminated and gravel base provided with either grating or concrete sidewalk provided as a walk way for tours. Piping shall be flexible where ever possible. The building would still be pile supported, but piles would only be provided under the exterior walls. Temperature control and building codes would still have to be met in the design of the building.

The pilot train could also be housed within trailers and CDM will investigate this option. The trailers would have to be tied to a foundation or beams to prevent it from overturning in high winds. Therefore piles would be installed with crossbeams that would serve as tie-downs for the trailers. The trailers may or may not house the entire pilot as the weight of certain tanks may prevent them from being installed within the trailers. The influent pump may be outside as well.

- Action Items:

1. Review the water quality data and develop a memorandum of the basis for the water criteria design criteria for submittal to UW. (CDM)

2. Develop a revised flow schematic for the pilot process flow train. (CDM)

3. Develop a revised P&IDF based on the revised process flow train and revised data collection system presented above. (CDM)

4. Provide CDM with the contact information for Orange & Rockland. (UW)

5. Verify the costs of the size and cost of the UV system prior to the filtrate tank. (CDM)

6. Develop revised layouts of the proposed pilot train and determine building/trailer requirements for the pilot train. (CDM)

7. Develop costs for the alternatives in item 6 above. (CDM)

8. Determine how quickly the driller could be ready to start the additional geotechnical borings. (CDM)

Distribution:

Meeting attendees
Peter Tunnicliffe (CDM)
Michael Picard (CDM)
Robert Prata (CDM)

Appendix I

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of June 3, 2008, by and between Dewey & LeBoeuf LLP ("D&L"), a limited liability partnership in the State of New York, having an office at 99 Washington Avenue, Suite 2020, Albany, NY 12210, United Water New York Inc., a public utility corporation of the State of New York, having its principal office at 360 West Nyack Road, West Nyack, NY 10994 ("UWNY" and "COMPANY"), and Camp Dresser & McKee, a partnership in the State of New York, having an office at 100 Crossways Park, Woodbury, New York 11797 (hereinafter referred to as "ENGINEER" or "CDM").

COMPANY and ENGINEER, in consideration of the mutual covenants, terms and conditions hereinafter set forth, agree as follows:

1. SERVICES. COMPANY hereby employs ENGINEER to perform on the terms and conditions set forth in this Agreement, such technical consulting services as may be requested by COMPANY or D&L, in conjunction with D&L's representation of COMPANY in rendering legal advice in connection with COMPANY'S Long Term Water Supply Project ("LTWSP"), including, but not limited to, advice relating to administrative and judicial proceedings involving COMPANY concerning the LTWSP, as well as the work described in the ENGINEER'S Scope of Work ("Services") included herewith as Exhibit A. It is expressly acknowledged that the ENGINEER'S services are retained to facilitate the provision of legal advice by D&L to COMPANY.

2. COMMENCEMENT OF SERVICES. The Services shall commence on April 15, 2008 and, subject to authorized written adjustments.

3. PAYMENT TO ENGINEER. COMPANY shall be solely responsible for payment of all of ENGINEER's invoices and for any sales taxes, including those assessed by any sales tax authorities subsequent to COMPANY's payment for the Services. ENGINEER will invoice COMPANY directly with a copy to D&L on a monthly basis for all sums payable to ENGINEER hereunder for the preceding month. COMPANY agrees to pay ENGINEER in accordance with

the price set forth in the document titled "Estimated Budget" attached hereto as Exhibit B. The rates include all overhead, profit, indirect expenses and cost of service. Non-local travel and subsistence will be billed at cost, and , and subcontracted services will be billed at cost plus 5%. All correctly formatted invoices are to be due and payable within thirty (30) days of receipt by the COMPANY. In the event the COMPANY disputes any invoice item, the COMPANY shall give ENGINEER reasonable written notice of such disputed item ten business (10) days after receipt of such invoice and shall pay to ENGINEER the undisputed portion of the invoice according to the provisions of this AGREEMENT. If the COMPANY fails to pay any invoiced amounts within 30 days, interest will accrue on each unpaid amount at the rate of one and one-half percent (1 ½%) per month, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this AGREEMENT. Interest shall not be charged on any disputed invoice item, which is finally resolved in the COMPANY'S favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

4. COMPANY'S RESPONSIBILITIES.

A. COMPANY shall designate a person to act as its representative with respect to the Services to be rendered pursuant to this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define COMPANY's policies and decisions with respect to the Services to be provided.

B. COMPANY shall provide available data and information so as to enable ENGINEER to perform the Services addressed herein.

C. COMPANY shall examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and shall render decisions pertaining thereto within a reasonable time so as not to delay the Services.

D. COMPANY shall give prompt notice to ENGINEER whenever COMPANY becomes aware of any development that affects the scope or timing of ENGINEER's Services.

5. ENGINEERS RESPONSIBILITY

In addition to the Services addressed herein, ENGINEER shall have the following responsibilities.

A. Unless otherwise provided in this Agreement, ENGINEER shall obtain approvals from all governmental authorities having jurisdiction over the Services and such approvals and

consents from others as may be necessary for completion of its Services. ENGINEER shall pay all fees associated with approvals from all governmental authorities in a timely manner and be reimbursed for these costs by the Company.

B. Unless otherwise provided in this Agreement, ENGINEER shall procure and shall pay for all permits, licenses, or other certificates required by law, regulation, or order of any federal, state or local public or governmental authority, which are necessary for the proper execution and completion of its Services and be reimbursed for these costs by the Company.

C. ENGINEER shall comply at its sole cost, with all laws, rules, regulations and ordinances of any federal, state or local public or governmental authority which may limit, affect or regulate the Services to be provided pursuant to this Agreement.

6. STANDARD OF CARE. The Services to be performed pursuant to this Agreement shall be performed in a skillful and workmanlike manner and at the level customary for competent and prudent professional engineers (or professionals and individuals skilled in other technical disciplines, as appropriate and as relate to the Services herein addressed) performing such Services. ENGINEER agrees to correct any Services that are found to not be in conformance with the standard of care, during the three-year period after completion of the Services. EXCEPT AS PROVIDED HEREIN, ENGINEER MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO THE WORK OR ENGINEER'S OTHER SERVICES HEREUNDER, AND ENGINEER DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The obligations and representations contained in this paragraph are ENGINEER'S warranty and guarantee obligations and COMPANY'S and D&L's exclusive remedy in respect of quality of the Services.

ENGINEER shall for all purposes be considered an independent contractor and is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of the Services to be performed, including but not limited to designs, drawings, specifications and reports.

7. CHANGES IN SERVICES. Without invalidating this Agreement, COMPANY and D&L reserve the right to order extra or special services or to make any changes within the scope of this Agreement. All changes shall be authorized by written Change Order signed by COMPANY and D&L. COMPANY, D&L and ENGINEER agree that COMPANY and D&L have made no representations as to additional work that may be required in order to implement recommendations made pursuant to this Agreement, and that if COMPANY, D&L and ENGINEER enter into one or more separate agreements for

additional work, such agreement shall be subject to separate negotiations as to the mutually agreed upon terms and conditions thereof.

ENGINEER will be paid for the work authorized by Change Order as mutually agreed upon between COMPANY, D&L and ENGINEER using ENGINEER's standard hourly rates as the basis.

8. CONFIDENTIALITY

A. Information. In connection with the performance of the Services under this Agreement, COMPANY and D&L may disclose to ENGINEER or ENGINEER may otherwise discover or develop, certain Information which may include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, flow charts, data, computer programs, marketing plans, customer names and other technical, financial or business information, such as negotiations between the parties and discussions relating to the structuring of agreements, pricing, values, plans, prospects and assets of COMPANY.

B. Confidential Information. Such Information whether in written, encoded, graphic or in other tangible form, or provided orally, shall be deemed to be confidential and proprietary (hereinafter "Confidential Information") unless it is clearly identified by COMPANY and D&L prior to such disclosure as not being confidential or proprietary; provided, however, Confidential Information shall not include Information: 1) previously known to ENGINEER free of any obligations to keep it confidential; or 2) which becomes publicly known through no act of ENGINEER; or 3) which is rightfully received from a third party who is under no obligation of confidence to either COMPANY, D&L or ENGINEER; or 4) which is independently developed by an employee, agent or contractor of ENGINEER who did not have any direct or indirect access to the Information furnished hereunder. Furthermore, ENGINEER shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify COMPANY and D&L of the demand for information before ENGINEER responds to such demand.

C. ENGINEER's Non-Disclosure Obligations. ENGINEER agrees that it shall hold all Confidential Information in strictest confidence and shall use same solely for the purpose set forth in this Agreement, and further agrees that it shall not make disclosure of any such Confidential Information to anyone except those of its employees to whom such disclosure is necessary for the purposes authorized by this Agreement.

In addition, and not by way of limitation of such obligations:

D. Prior Consent Required. Without the prior written consent of COMPANY and D&L, ENGINEER shall not disclose to any other person the fact that the Confidential Information has been made available, the subject matter of any discussions or negotiations that are taking place concerning the transaction or possible transaction or any of the terms, conditions or other factors with respect thereto, including the status thereof.

E. Publication and Presentation. Except as herein provided, ENGINEER shall have no right to use and or publish the results of any research performed in connection with this Agreement. ENGINEER agrees to submit to COMPANY and D&L for approval all manuscripts or abstracts prepared for publication or presentation which contain or refer to any Confidential Information prior to submitting them for such publication or presentation. COMPANY and D&L agree to promptly review such manuscripts or presentations, but may refuse to approve such manuscripts or presentations because COMPANY and D&L, in their sole judgment, deems it inadvisable to make public any Confidential Information. All approved publications and presentations containing information developed or obtained during the performance of Services to COMPANY and D&L which maintains or permits identification of any COMPANY facility, staff member or study will include a disclaimer indicating that the publication or presentation does not necessarily reflect the views of COMPANY and D&L unless COMPANY and D&L staff have participated in its preparation and are listed as co-authors.

F. Software Warranty. ENGINEER warrants that any software products which ENGINEER uses to provide the Services to COMPANY do not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party, and ENGINEER shall indemnify COMPANY, and D&L against any loss, expense or liability arising out of any such claim of infringement or violation as hereinafter provided.

G. Ownership of Work Product. The project specific work product resulting from or arising out of this Agreement shall be owned by COMPANY, except that that ENGINEER shall have the right to their use, subject to the confidentiality provisions of this Agreement. Work product shall include all tangible materials, including work in progress. If procurement services are requested, ENGINEER shall furnish the services of all buyers, inspectors, expediters, and other personnel necessary to procure all materials, supplies, and equipment and place all contracts as agent for or on behalf of COMPANY. ENGINEER shall, for the protection of COMPANY, demand from all vendors and subcontractors

from which ENGINEER procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services, which shall be made available to COMPANY to the full extent of the terms thereof. ENGINEER'S liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to COMPANY for the purpose of enforcing the same on a cost reimbursable basis.

H. Ownership of Inventions. Subject to Section 8G hereof, COMPANY and ENGINEER agree as follows:

(i) All documents, including, but not limited to, drawings, specifications, and computer software prepared by ENGINEER pursuant to this AGREEMENT other than the work product contemplated hereby are instruments of service in respect to the project;

(ii) ENGINEER shall retain its rights in its proprietary systems, including standard drawing details, designs, specifications, databases, computer software and any other proprietary property; and

(iii) Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the ENGINEER.

The documents prepared by ENGINEER are not intended or represented to be suitable for reuse by COMPANY, D&L or others on extensions of the project or on any other project. Any reuse without prior written verification or adaptation by ENGINEER for the specific purpose intended will be at COMPANY'S and D&L'S sole risk and without liability or legal exposure to ENGINEER. With respect to any invention based wholly or in part on or derived from proprietary information received from COMPANY and conceived or first reduced to practice by ENGINEER, its employees or agents, during the course of the Services, ENGINEER hereby grants to COMPANY an irrevocable, nonexclusive, royalty-free license for use solely in connection with operation, maintenance, repair, or alteration of the facilities of the Company and its affiliates.

I. Indemnity. In addition to the indemnification provision herein contained, and without limiting same, ENGINEER agrees to be responsible for any breach of these confidentiality provisions by it or its representatives (including but not limited to ENGINEER's officers, directors, employees, agents, attorneys, accountants, consultants and advisors) and will defend, indemnify and hold COMPANY and D&L harmless from any losses, damages,

charges, fees or expenses including reasonable attorneys' fees arising out of or resulting from such breach or claim of breach.

J. Equitable Relief. The parties acknowledge that in the event of the breach of these confidentiality provisions, COMPANY and D&L will not be able to secure adequate relief by an action at law; therefore, the parties agree that COMPANY and D&L shall have the right to specifically enforce theses Confidentiality provisions, and to enjoin any violation thereof by ENGINEER. However, all remedies provided for herein shall be cumulative, and shall not be exclusive of one another or any other remedies available in law or in equity.

K. Recovery of Tangible Confidential Information. Upon termination of this Agreement, COMPANY and D&L, upon request to ENGINEER, shall be entitled to delivery of all tangible Confidential Information furnished by it, whether contained or stored on tapes, discs, files or otherwise, and with reasonable promptness. Notwithstanding the foregoing, ENGINEER has the right to retain one copy of all such Confidential Information for archival purposes subject to the confidentiality obligations set forth in this Agreement.

9. Communication of Information. All Records and information developed by ENGINEER shall be communicated only to COMPANY, D&L or other persons authorized by COMPANY or D&L. The requirement of confidentiality imposed upon ENGINEER by the provisions of this Agreement shall extend to the Personnel of ENGINEER, and ENGINEER shall ensure that ENGINEER'S personnel are advised of, and agree to abide by, such requirement. In addition to and without limiting the generality of the foregoing:

(a) All documents, correspondence, reports, studies, or the like required or generated under this Agreement by ENGINEER shall be marked "Privileged and Confidential: Attorney-Client Communication and Work Product Privilege" and directed to D&L.

(b) ENGINEER shall keep all confidential and privileged materials received or generated under this Agreement in separate files marked "Privileged and Confidential."

(c) ENGINEER shall submit all written reports in draft form and D&L and COMPANY shall be given a reasonable opportunity to review such reports before submission in final form. All draft reports shall be marked prominently as "DRAFT - FOR DISCUSSION PURPOSES ONLY" (or similar language) in addition to the marking described in paragraph viii(2)(a) of this Agreement.

10. TERMINATION OR SUSPENSION - COMPANY reserves the right to suspend or terminate the contract upon written notice if it reasonably considers ENGINEER to be in default of this Agreement. In such event, and without limiting COMPANY's rights to pursue any and all remedies at law or equity that would otherwise be available, COMPANY (1) may take over the Services and prosecute the same to completion or (2) cause the Services to be completed by another. In either event, the cost of completing the Services shall be deducted from the balance owed the ENGINEER and if such cost of completion is in excess of the balance owed the ENGINEER, then the ENGINEER shall pay the difference to COMPANY.

11. FORCE MAJEURE. The right of the ENGINEER to proceed shall not be terminated, nor shall the ENGINEER be responsible for damages, for delay in completion resulting from acts of God, acts of the public enemy or acts of the Government or from labor disputes within the ENGINEER's business which are beyond the control of and without the fault of the ENGINEER and which materially and adversely impair the ability of the ENGINEER to meet its obligations hereunder. However, the ENGINEER, in order to be excused from such failure or delay, must: (a) take all reasonable steps to remedy the effect of such delay or failure, (b) take all reasonable steps to fulfill its obligations in a timely manner, (c) provide reasonably prompt notice of the failure or delay to the COMPANY, (d) notify the COMPANY of the reasons for the delay and the anticipated term of the delay, and (e) request an extension of time to perform. The COMPANY will not unreasonably withhold its permission for such extension.

12. INDEMNIFICATION AND CLAIMS

A. ENGINEER hereby agrees to release, indemnify and hold COMPANY and D&L harmless from and against all claims, actions, suits, judgments, losses, liabilities, expenses, charges and fees, including reasonable cost of litigation and reasonable attorneys' fees to the extent caused by the negligent or intentional wrongful acts or omissions of ENGINEER, its employees, agents, contractors or subcontractors, or any one directly or indirectly employed by any of them, or for any one for whose acts any of them may be liable, arising out of, resulting from or in connection with the performance of the Services to be performed pursuant to this Agreement.

B. Should the ENGINEER suffer injury or damage to person or property because of any act or omission of the Company and D&L or of any of its employees, agents or others for whose acts it is legally liable, a claim shall be made in writing to the Company

and D&L within ten (10) days after the first observance of such injury or damage.

C. The ENGINEER, any agent or employee of the ENGINEER or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall not make any claim or bring any suit against or seek damages of whatever nature from the Company, D&L, their agents, officers or employees, (the "Subject Party"), unless said claim, suit, or damage resulted solely and directly from the gross negligence or willful misconduct of the Subject Party.

D. Notwithstanding any other provision of this Agreement, no action shall lie or be maintained by the ENGINEER, its assignees, successors in interest or anyone claiming under it against the Company and D&L upon any claim arising out of or based upon this Agreement or by reason of any act, omission or requirement of the Company, its agents, officers or employees unless such action shall be commenced within one (1) year of the date of the occurrence about which the action is brought. ENGINEER, its assignees, successors in interest or anyone claiming under it, shall not be entitled to any additional time to begin anew any other action if an action commenced within the time herein specified be dismissed on the merits or discontinued, notwithstanding any provisions to the contrary.

13. INSURANCE.

A. ENGINEER shall purchase and maintain insurance to protect COMPANY,D&L and ENGINEER from claims which may arise out of or result from the Services to be performed under this Agreement, whether such Services be performed by ENGINEER or by any of its employees, agents, subcontractor or anyone directly or indirectly employed by any of them, or by any one for whose acts any of them may be liable, as follows:

Types	Minimum Amounts
Worker's Compensation	Statutory
Employer's Liability	$100,000

Comprehensive Automobile Liability Insurance
Bodily Injury and Property Damage: Single Limit $1,000,000

Comprehensive General (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Blanket Contractual Liability, Personal Injury with Employment Exclusion deleted):

(a) Bodily Injury and Property Damage: Single Limit $1,000,000 per occurrence and in the aggregate
(b) Products and Completed Operations to be maintained for two (2) years after final payment
(c) Property Damage Liability Insurance shall provide X, C, and U coverage as applicable.

Umbrella Excess Liability:

$5,000,000 over primary insurance

Errors and Omissions Insurance Policy	$1,000,000 per claim and in the aggregate

B. Certificates of insurance acceptable to the Company shall state that they are Primary Insurance and shall be filed with the COMPANY prior to the commencement of the Services. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to COMPANY and D&L except ten (10) days for non-payment of premium. The Company shall be named as an additional insured on all policies except workers' compensation and errors and omissions.

C. ENGINEER shall furnish the Company and D&L with notice of all claims it receives on this project and shall keep the Company and D&L informed as to the status of each claim on this project.

D. Property Insurance. The parties waive any and all rights against each other, including their rights of subrogation, for damages covered by property insurance during and after the completion of the services. If the services extend to the construction phase of this project, a similar provision shall be included in all construction contracts, subcontracts and supply agreements entered into by the COMPANY and D&L and shall protect the COMPANY, D&L and ENGINEER to the same extent.

14. GOVERNING LAW. This Agreement is to be governed by the laws of the State of New York.

15. SUCCESSORS. This Agreement shall be binding upon the successors, executors, administrators, assigns and legal representatives of the parties.

16. ASSIGNMENT. This Agreement and any right or obligation hereunder is not assignable or delegable in whole or in part by

ENGINEER without the prior consent of COMPANY, and any such attempted assignment or delegation shall be void and ineffective for all purposes.

17. INTEGRATION. This Agreement is intended by the parties to be a final, exclusive, and complete expression of their agreement and its terms. No course of prior dealing between the parties and usage of trade shall be relevant to supplement or explain any term used herein.

18. ACTS OF SUBCONTRACTOR. It is understood and agreed that if the Services are performed in whole or in part by a third party that is not a party to this Agreement, then any act of such third party, shall for the purposes of this Agreement, be deemed and considered to be an act of ENGINEER.

19. RELIANCE. In performance of the services, it is understood that ENGINEER may be supplied with certain information and/or data by COMPANY, D&L and/or others, and that ENGINEER will rely on such information. It is agreed that the accuracy of such information is not within ENGINEER'S control and ENGINEER shall not be liable for its accuracy, nor for its verification.

20. OPINIONS. Since ENGINEER has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet project schedules, ENGINEER'S opinion of probable costs and of project schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual project costs will not vary from ENGINEER'S cost estimates or that actual schedules will not vary from ENGINEER'S projected schedules.

21. MEANS AND METHODS. ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and/or programs in connection with the project; (2) the failure of any contractor, subcontractor, vendor, or other project participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the COMPANY or to comply with municipal, local, regional or national laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction.

22. LIMITATION OF LIABILITY. To the fullest extent permitted by law, ENGINEER'S total liability for any and all claims, losses, damages and expenses resulting in any way from this AGREEMENT shall not exceed $2,000,000, notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the ENGINEER and shall extend to its

officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

23. CONSEQUENTIAL DAMAGES. Notwithstanding anything herein to the contrary, neither ENGINEER nor COMPANY and D&L shall be liable to the other for any consequential losses or damages, whether arising out of contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation or financing.

24. REMEDIES EXCLUSIVE. The liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this AGREEMENT, and in lieu of any others available at law or otherwise whether such arise in fault, tort (including negligence), strict liability or other basis of legal liability.

24. WAIVERS AND SEVERABILITY. A waiver of any term, condition or covenant by any party shall not constitute a waiver of any other term, condition or covenant. In the event that any provision of this Agreement shall be deemed unenforceable, the remaining terms and conditions shall remain in full force and effect.

26. NOTICE. All notices and demands which any party is required or desires to give to any other shall be given in writing by personal delivery or by express courier service or by certified mail, return receipt requested, and by e-mail to the address set forth below for the respective party, provided that if any party gives notice of a change of name or address, notices to that party shall thereafter be given as demanded in that notice. All notices and demands given by personal delivery or by express courier service shall be effective upon receipt by the Party to whom notice or a demand is being given; all notices given by mail shall be effective on the third business day after mailing.

To ENGINEER:

Camp Dresser & McKee
100 Crossways Park
Woodbury NY 11797
Attn: Keith F. Kelly, P.E.
Partner

To COMPANY:

United Water New York Inc.
360 West Nyack Road

West Nyack, New York 10994
Attn: General Manager

And:

United Water Management & Services Inc.
200 Old Hook Road
Harrington Park, New Jersey 07640
Attn: Legal Department

To D&L:

Robert J. Alessi, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
99 Washington Avenue, Suite 2020
Albany, New York 12210
ralessi@llgm.com

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

CDM

By: _____
Name: Keith F. Kelly, P.E.
Title: Partner

UNITED WATER NEW YORK INC.

By: M. Pointing
Michael J. Pointing
Vice President & General Manager

DEWEY & LEBOEUF LLP

By: _____
Robert J. Alessi, Esq.

Exhibit A

UWNY – Desalination WTP Hydraulic Evaluation Scope Of Work

UWNY is presently planning for the construction of a new Desalination Facility to be located in Haverstraw New York near the Hudson River. The facility is to discharge into the UWNY distribution system near the proposed facility. UWNY is requesting that CDM evaluate alternative locations that provide UWNY with a connection location (s) that are cost effective to implement, provide the best distribution system pressure and flow benefits and are least disruptive to install in regard to the public. To perform this evaluation, CDM will review the existing UWNY Demand and Supply Analysis Tech Memo and Master Plan Report. CDM will then revise the existing hydraulic model provided to CDM for the UWNY Maple Ave Pump Station hydraulic evaluation to reflect the following demand conditions:

- Average Day 2016
- Max Day 2016
- Average Day 2021
- Max Day 2021

CDM assumes that UWNY will generate a list of supply and booster facilities assumed to be operating and the proposed output of each facility during the above demand conditions. CDM will then run extended period model simulations under the following conditions:

- Average Day 2016 without the Desalination WTP supply (baseline)
- Max Day 2016 without the Desalination 1 WTP supply (baseline)
- Average Day 2016 with the Desalination WTP supply = 2.0 MGD into PD33 and PD40
- Max Day 2016 with the Desalination WTP supply = 2.5 MGD into PD33 and PD40
- Average Day 2021 with the Desalination WTP supply = 4.0 MGD into PD33 and PD40
- Max Day 2021 with the Desalination WTP supply = 5.0 MGD into PD33 and PD40

The goal of the evaluation is to identify water system improvements to allow the proposed WTP to cost effectively supply PD33 and PD40 and to allow the Rosman Tank to fluctuate based upon system demand. Existing water mains requiring improvement will be defined as water mains with high velocity and high headloss when the proposed new Desalination facility is online. Water main improvements will also be identified if required to lower the pressure at the proposed new facility connection location (s) and/or to allow the Rosman Tank to fluctuate. CDM will not evaluate water system improvements for fire protection. CDM will document the model analysis in a technical memo to UWNY.

Cost

The cost to perform this work is $30,000. The breakdown is as follows:

Hours	Labor	ODC's
190	$29,000	$1,000

Appendix J

CDM
100 Crossways Park West Suite 415
Woodbury, NY 11797
tel: 516 496-8400
fax: 516 496-8864

December 2, 2008

Mr. Sameet Master, P.E.
Project Manager
United Water
700 Kinderkamack Road
Oradell NJ 06749

Subject: United Water New York - Desalination Pilot Plant
Preliminary Design Technical and Cost Proposal
Draft – For Discussion Purposes Only
Privileged and Confidential: Attorney-Client and Work Product Privilege

Dear Mr. Master:

CDM is pleased to provide this proposal for preliminary engineering services related to the planning and design of the Desalination Pilot Plant for United Water New York. The scope of work will include the following:

- Design of the intake line
- Evaluation of process flow schemes to develop a recommended pilot flow train.
- Evaluation of historical water quality data to develop a recommendation of the influent water quality characteristics and recommend the appropriate RO system based on the water quality data.
- Develop a P&ID of the process flow train, including process instrumentation and data collection methodology.
- Develop pilot flow sizing requirements.
- Evaluate alternative systems to house the pilot plant facility.
- Assist UWNY in developing submittals to the regulatory and permitting agencies. This will include attending meetings, as necessary.

CDM

- Develop detailed drawings, as required, for the recommended process flow train for permitting and construction purposes.
- Coordinate with local utilities to bring power and water to the site.
- Coordinate with local utilities for the installation of the sanitary force main.
- Work with vendors in developing the size of the recommended pilot plant process and initiate procure activities.
- Attend meeting with UWNY and their consultants who are working on the project.

The cost to perform the preliminary engineer work is $197,893. The detailed breakdown for the cost is included in the enclosed attachment.

CDM appreciates the opportunity to provide this proposal to UW and would be happy to discuss it with UW should you have any questions.

Very truly yours,

Keith F. Kelly, P.E.
Partner
Camp Dresser & McKee

CDM

LABOR WORKSHEET

OWNER:	**UNITED WATER New York**	**ENGINEER'S ESTIMATE:**	**$0**	**MONTHS:**	**3.00**	**PREPARED BY:**	**Keith Kelly**
PROJECT:	**Desalination Pilot Facility**	**LIQUIDATED DAMAGES PER DAY:**	**$0**	**WEEKS:**	**13**	**DATE:**	**December 2, 2008**
LOCATION:	**Rockland County NY**	**GC COST PER DAY:**	**$0**	**WORKING DAYS:**	**65**	**BID TIME:**	
ADDENDA:		**GC COST PER WEEK:**	**$0**	**ESTIMATED LABOR:**		**BID NO.**	**Prelimary Design**
		TOTAL GC COST	**$0**	**#DIV/0!**			

				LABOR				OTHER				
	DESCRIPTION	**QUANTITY**	**UNITS**	**MH/UNIT**	**TOTAL MANHOURS**	**LABOR RATE**	**TOTAL COST**	**UNIT COST**	**TOTAL COST**	**SUBTOTAL**	**MARKUP FACTOR**	**CONTRACT VALUE EXTENSION**
	OFFICER	13.00	WKS	4.00	52.0	$82.00	$4,264	$0.00	$0	$4,264	2.869	$12,233
	PROJEECT MANAGER	13.00	WKS	16.00	208.0	$58.00	$12,064	$0.00	$0	$12,064	2.869	$34,612
	ENGINEER VII	13.00	WKS	12.00	156.0	$66.00	$10,296	$0.00	$0	$10,296	2.869	$29,539
	ENGINEER VI	13.00	WKS	12.00	156.0	$53.00	$8,268	$0.00	$0	$8,268	2.869	$23,721
	ENGINEER IV	13.00	WKS	8.00	104.0	$48.00	$4,992	$0.00	$0	$4,992	2.869	$14,322
	ENGINEER III	13.00	WKS	8.00	104.0	$40.00	$4,160	$0.00	$0	$4,160	2.869	$11,935
	ENGINEER II	13.00	WKS	6.00	78.0	$35.00	$2,730	$0.00	$0	$2,730	2.869	$7,832
	ENGINEER I	13.00	WKS	8.00	104.0	$28.00	$2,912	$0.00	$0	$2,912	2.869	$8,355
	DESIGNER II	13.00	WKS	2.00	26.0	$50.00	$1,300	$0.00	$0	$1,300	2.869	$3,730
	DESIGNER II	13.00	WKS	4.00	52.0	$34.00	$1,768	$0.00	$0	$1,768	2.869	$5,072
	TECHNICAL SPECIALIST	13.00	WKS	4.00	52.0	$70.00	$3,640	$0.00	$0	$3,640	2.869	$10,443
	Technical Assitant II	13.00	WKS	2.00	26.0	$32.00	$832	$0.00	$0	$832	2.869	$2,387
	Technical Assitant I	13.00	WKS	1.00	13.0	$20.00	$260	$0.00	$0	$260	2.869	$746
											TOTAL LABOR :	**$164,927**
										OTHER DIRECT COSTS		**$13,194**
										SUBTOTAL PROJECT COSTS		**$178,122**
										FEE (10%)		**$17,812**
										SUBTOTAL PROJECT COSTS		**$195,934**
										INSURANCE (.01)		**$1,959**
										TOTAL PROJECT COST		**$197,893**

Appendix K

SAMEET MASTER
Project Manager

UNITED WATER
700 Kinderkamack Road, Oradell, NJ 07649
Tel: 201.634.4232 • Fax: 201.225.5125
sameet.master@unitedwater.com

United Water
SUEZ

VIA E-MAIL

December 19, 2008

Mr. Keith F. Kelly, P.E.
Senior Vice President
CDM
100 Crossways Park Drive West
Suite 415
Woodbury, NY 11791

Reference: United Water New York Inc.
Haverstraw Water Supply Project Pilot Study

Dear Keith,

United Water New York Inc. ("UWNY") is in receipt of CDM's proposal for the Preliminary Design and Construction Costs Development for the Haverstraw Water Supply Project ("HWSP") Pilot Study ("Proposal"). CDM is authorized to proceed with the Scope detailed in the Proposal, not to exceed one hundred ninety seven thousand eight hundred ninety three dollars ($197,893).

If you have any questions please call me at (201) 634-4232 or you can e-mail me at Sameet.Master@UnitedWater.com.

Sincerely,

Sameet Master, P.E.
Project Manager

Cc: S. Garabed
File

Appendix L

United Water
Steering Committee

Haverstraw Water Supply Project

United Water New York
February 11, 2009

Prepared at the Request of Counsel/Attorney Work Product
Privileged and Confidential

Agenda

- **Project Status**
  - Pilot Study
- **Risks/Opportunities**
- **Next Steps**
- **Meeting Objectives:**
  - Obtain Steering Committee direction for the Pilot Study.

Pilot Study

- **Background**
  - The original Pilot Study was intended to be a first class facility that would set the tone for the HWSP.
  - The Pilot Facility was designed to minimize visual impacts from the river, blending into the surroundings by matching the architecture of the marina and incorporating a cupola to accommodate the SuperPulsator.
  - To build support for the HWSP, the Pilot Facility was designed to be demonstration facility for the public.
  - Pilot Facility location site was originally identified as the Haverstraw Landfill where an existing foundation could be used for the Pilot Facility; the intake would be located at the Haverstraw Marina.
  - April 2007 - Pilot Study design was initiated in April 2007.
  - November 2007 - Haverstraw Marina was identified as public trust property requiring approval of the NYS Legislature for use as a Pilot.
  - March 2008 - USG agrees to lease the site to UWNY.
  - June - July 2008 - design was revised and permit applications were submitted.
  - July 2008 - USG allows soil borings to be performed on the site; borings were performed in August 2008.
    - > Borings showed that Pilot Facility will need to be pile supported
  - October 2008 - cost to finalize the design and construct the Pilot Study were obtained: $4,700K vs. $2,000K budget.
    - > The largest cost component is the building & pile supported foundation (~$2,000K)
  - October 2008 - UWNY began value engineering and evaluating alternatives for schedule and cost reduction measures for the Pilot Study

Pilot Study, cont'd

- **Submitted Pilot Study: Key Drivers**
  - Pilot Study is temporary, 12 – 18 months in duration.
    - > Nothing from the Pilot Study can be used in the full-scale facility per NYS law; the building will be demolished.
  - NYS Building Code draws no distinction between temporary and permanent buildings - building must meet the structural integrity, energy efficiency and fire protection requirements of the NYS Building Code.
  - 99 ft x 40 ft (3,960 SF) building that is at its peak 35-ft tall (to accommodate the SuperPulsator).
  - Pile supported foundation to meet NYS Building Code and obtain certificate of occupancy.
  - Building is designed to be a demonstration facility for the public.
    - > Clear walkways to allow tours.
    - > Climate control to reduce water condensation on pipes and equipment to allow easy housekeeping for tours.
    - > Conference room.
  - Multiple process trains for side-by-side testing.
  - 9-month construction schedule from issuing a building permit.

RIVER VIEW - With Pilot Plant

MICHAEL SHILALE ARCHITECTS, LLP

United Water

V-32

UWNY LTWTSP PILOT PLANT

DATE: December 30, 2008

SCALE: N.T.S.

MSA No. 27066

Pilot Study, cont'd

- **Submitted Pilot Study Status**
  - As a result of the NYS Department of Environmental Conservation's ("NYSCDEC") delay in classifying the Pilot Study, UWNY notified the PSC on December 30, 2008 that it is likely the December 2009 milestone will not be achieved.

  - On January 26, 2009 the NYSDEC classified the Submitted Pilot Study:

    "DEC has classified the proposed pilot desalination plant as a Type II action under SEQR pursuant to 6 NYCRR 617.5(c)(18)* because the stated purpose for the construction and temporary operation of the proposed pilot desalination plant is **basic data collection** in partial support of UWNY's application for LTWSP, including undertaking **water quality, pollution and engineering studies**." (emphasis added)

    * 6 NYCRR 617.5(c)(18) - "information collection including **basic data collection** and research, **water quality and pollution studies**, traffic counts, **engineering studies**, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action." (emphasis added)

  - While the NYSDEC classified the Pilot Study as a Type II action, one or more NGOs may challenge the classification in court.
    - > The NYSDEC's decision is partially premised on the USACE issuing approval under Nationwide #5 (R&D activities), per USACE approval may be issued under NWP #12 (utility lines). The USACE issues a NWP #12 this may change the Type II classification.

  - The USACE, NYSDEC, and NYSDOS permits are currently pending approval.
  - The Town of Haverstraw ("Town"), in deference to the NYSDEC and in consultation with UWNY, has postponed taking action on the Submitted Pilot Study permit applications.

Pilot Study, cont'd

- **Pilot Study Options**
  1. Progress the Submitted Pilot Study
     - Estimated cost: $4,700K
     - Estimated construction time: 9 months
  2. Reduce the building size by moving the SuperPulsator outside the building and eliminating the additional process trains ("Modified Building Option")
     - The SuperPulsator would be tested in warm weather, preventing the need for a building.
     - Estimated cost: $2,800K
     - Estimated construction time: 7 months
  3. Utilize trailers & shipping containers to house the Pilot Study and eliminate the additional process trains ("Containers Option")
     - Estimated cost: $2,100K
     - Estimated construction time: 5 months

- Both the Modified Building Option and Containers Option will require:
  - Submit amended permit applications (USACE, NYSDEC, NYSDOS, & Town).
  - Permit review time cannot be determined for any of the 3 options.
  - Re-evaluation the SEQRA classification of the Pilot Study and amended permit applications.
  - Another public hearing for the Town Special Use Permit.

RIVER VIEW - With Intake Pump Shed & Storage Trailers re-touched

V-41

UWNY LTWTSP PILOT PLANT

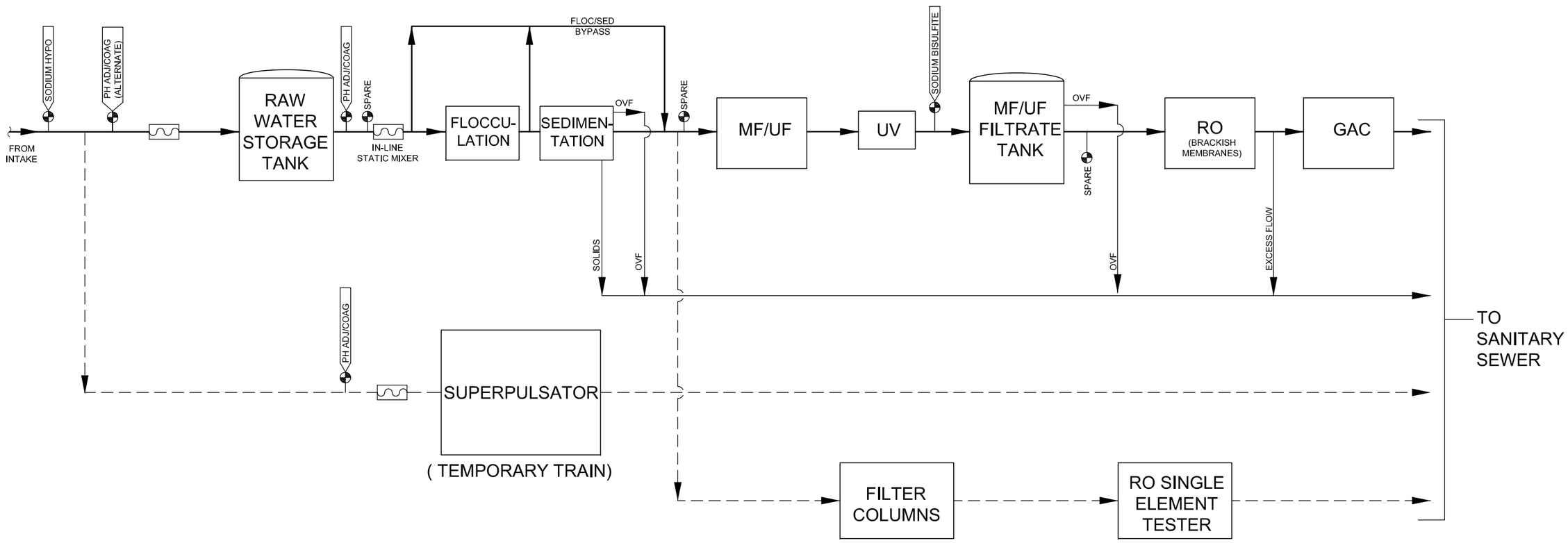
United Water SUEZ

MICHAEL SHILALE ARCHITECTS, LLP

DATE: January 29, 2009 SCALE: N.T.S. MSA No. 27066

SELECTED PROCESS

SINGLE MF/UF - RO TRAIN
WITH CONVENTIONAL
FLOCCULATION-SEDIMENTATION



U:\20379\65792\CIVIL\ OPTION2 11/07/08 14:55 garveyd

CDM
consulting • engineering • construction • operations

United Water
SUEZ

Figure No. —
OPTION X

Risks

- **Risks of continuing to pursue the Submitted Pilot Study**
  - Cost
    - Submitted Pilot Study is $1.9M or $2.6M more expensive over alternatives.
    - Potential PSC risk that lower cost options were available and not pursued.
    - 2009 Project budget does not accommodate this cost.
  - Schedule
    - 9 month construction schedule, therefore,
    - Not achieve the December 2009 milestone.
      - Notified the PSC on December 30, 2008.
      - A compelling record has been made, i.e., beyond UWNY's control.
  - Permits
    - Continued delay in the permit approval process.
    - While a Type II classification was issued by the NYSDEC on January 26, 2009, no permits have been issued to date.

Risks, cont'd

- **Risks of amending the Submitted Pilot Study**
  - Schedule
    - > Not achieving the December 2009 milestone.
      - PSC and/or interveners may use amendments as justification to seek penalties.
    - > Potential delay in the permit approval process.
      - Each agency may take additional time to review the new plans regardless if the changes are highlighted.
      - Faster construction time provides a 1 – 2 months of float for permitting.
      - The NYSDEC and USACE have focused their review of the Submitted Pilot Study on the intake and in-water work, which is not changing.
  - Permits
    - > The NYSDEC, or any other agency with a discretionary approval, could change the Type II classification.
      - Difficult to justify since the amendments do not change the basis/justification for the Type II provided by NYSDEC.
      - If the Type II classification is changed as a result of amendments, UWNY can pursue the Submitted Pilot Study.
      - The NYSDEC and USACE have focused their review of the Submitted Pilot Study on the intake and in-water work, which is not changing.

Risks, cont'd

- **Risks of amending the Submitted Pilot Study, cont'd**
  - Permits
    - > Criticism of proposing amendments after Type II determination.
      - Amendments are proposed as a means to improve the schedule since the Type II classification significantly impacted the schedule.
    - > Proposed amendments are not as aesthetically pleasing.
      - The Modified Building Option is a smaller version of the Submitted Pilot Study, maintaining most of the architectural features.
      - The Container Option will have an attractive visitors center housed in a office trailer with displays of the Pilot.

Opportunities

- **Opportunities with continuing to pursue the Submitted Pilot Study**
  - Continue positive momentum gained from Type II classification.
  - Town poised to issue special use permit and other required approvals.
    - > Provides additional pressure to NYSDEC to act on permit applications.
  - Potential cost reductions without impacting the building footprint range from approx. $500K – $1,200K, so the estimated cost is $3,500K
    - > These reductions will impact the internal aesthetics
  - Maintain the aesthetics of the building.

- **Opportunities with amending the Submitted Pilot Study**
  - Reduce the cost of the Pilot Study by $1.8M or $2.6M.
  - Potentially reduce the construction schedule to potentially begin pilot testing sooner than the Submitted Pilot Study.
  - Reduce the environmental impact of the Pilot Study.

Next Steps

- **Potentially preview the amendment with the NYSDEC**
  - Bob Alessi can call L. Weintraub (NYSDEC's SEQRA attorney) to preview the selected amendment
    - > Given the high profile nature of the project, it is unlikely that the NYSDEC will offer an opinion without seeing more details on the amendment.
    - > Risk: If L. Weintraub advises against an amendment, it makes it difficult for UWNY to propose an amendment.

- **Pursue the direction of the Steering Committee**

United Water
Steering Committee

Haverstraw Water Supply Project

United Water New York

February 11, 2009

Prepared at the Request of Counsel/Attorney Work Product
Privileged and Confidential

Haverstraw Water Supply Project

Steering Committee Meeting

April 29, 2009

Prepared at the Request of Counsel/Attorney Work Product
Privileged and Confidential

United Water
suez

Agenda

- **Project Status**
  - Capital Surcharge
  - Pilot Study
  - Property Acquisition
  - April 30th Coalition Meeting
  - DEIS
  - Outreach and External Affairs
- **Risks/Opportunities**
- **Next Steps**
- **Meeting Objectives:**
  - Obtain Steering Committee direction on the Capital Surcharge/Milestones Strategy.
  - Obtain Steering Committee direction for the Pilot Study.
  - Obtain Steering Committee direction for the DSB Properties.
  - Update the Steering Committee on the Project status.

Capital Surcharge

Prepared at the Request of Counsel/Attorney Work Product
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Capital Surcharge

- **January 15, 2007 – UWNY filed Project Justification with the NY PSC**

- **Future Commission Action as detailed in the Joint Proposal & Order:**
  - PSC may Institute a Proceeding
  - Take Public Comment
  - Schedule a Hearing

- **Subject to the outcome of the Proceeding:**
  - Company may be authorized to amend the New Water Supply Source (NWSS) to include investment recovery of the Long Term Water Supply project

Capital Surcharge, cont'd

- **Initiation of the Surcharge must be through Commission Action**
  - Either by conclusion of the Proceeding that validates the Company's plan
  - And/or by agreement of the Staff that a clear path is set with certainty that the Plant will move to completion (issuance of ALL permits)

- **Currently planned action includes incorporation of this Proceeding with the upcoming rate case**

- **Net CAPEX (not including AFUDC):**
  - Spent thru 2008: $10,115K
  - YTD thru March: $ 817K
  - 2009 Budget: $ 3,548K
  - AFUDC thru March: $ 853K

Pilot Study

Prepared at the Request of Counsel/Attorney Work Product
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Pilot Study

- **The NYSPSC milestone requires that all Pilot Studies must be completed by December 31, 2009.**
  - Continued delay in approval of permits
  - 9-month construction schedule for the Submitted Pilot Study
  - Even if permits were issued immediately, Pilot Studies would not commence until after the December 31, 2009 milestone that requires the completion of Pilot Studies.

- **Section XIII of the Joint Proposal states:**
  - "1. The Parties agree to use their best efforts to assist the Company in meeting its volume, construction milestone and hydrant maintenance schedule commitments on time. *If the Department of Environmental Conservation, or any other regulatory body, takes action to delay or deny a required permit, all Parties agree to meet as a group with such regulatory body, or take other appropriate action, to facilitate the permitting process….* (Emphasis supplied).

  - 2. If it appears that any volume commitment, *construction milestone* or hydrant maintenance schedule *for the next year* will not be met, the Company will so advise the Parties in writing, and schedule a meeting in which the matter can be discussed. If all Parties agree that events outside of the Company's control cause the anticipated delay, then all Parties will stipulate that the associated performance payment should not apply. Under such circumstances, the Parties will file the stipulation with the Commission. (Emphasis supplied). [If no agreement is reached, this paragraph continues the procedures for attempting to resolve the disagreement including ultimately referring the matter to the Commission's Office of Hearings and Alternative Dispute Resolution for resolution if no agreement is reached.].

Pilot Study, cont'd

- **Section XIII of the Joint Proposal states:**
  - 3. Upon failure to meet the volume or construction milestone commitments set forth in Exhibit 11, the Company shall make performance payments at the following levels: …(2) a performance payment of $300,000 for failure to meet any construction milestone commitment…"

- **Management of Performance Payment**
  - Timely filing of permit applications and responses to agency questions/comments.
  - On November 5, 2008 UWNY met with NYSPSC staff to request assistance facilitating the approvals for the Pilot Study.
  - As a result of the NYSDEC's delay in classifying the Pilot Study, UWNY notified the NYSPSC and Parties to the Joint Proposal on December 30, 2008 that it is unlikely that the December 2009 milestone will be achieved.

- **Next Steps**
  - Mitigate impact of delay (i.e., attempt to complete Pilot Studies as quickly as possible).
  - Comply with our obligations under the Joint Proposal by advising "the Parties in writing, and schedule a meeting in which the matter can be discussed".

Pilot Study, cont'd

- **On January 26, 2009 the NYSDEC classified the Submitted Pilot Study:**
  - "DEC has classified the proposed pilot desalination plant as a Type II action under SEQR pursuant to 6 NYCRR 617.5(c)(18)* because the stated purpose for the construction and temporary operation of the proposed pilot desalination plant is *basic data collection* in partial support of UWNY's application for LTWSP, including undertaking *water quality, pollution and engineering studies*." (emphasis supplied)

    * 6 NYCRR 617.5(c)(18) - "information collection including *basic data collection* and research, *water quality and pollution studies*, traffic counts, *engineering studies*, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action." (emphasis supplied)

  - While the NYSDEC classified the Pilot Study as a Type II action, one or more NGOs may challenge the classification in court.

- **On April 8, 2009 the USACE issued a Nation Wide 12 permit (utility lines) conditioned upon obtaining NYSDOS approval**

Pilot Study, cont'd

Permit	Status
SEQRA Classification	Issued 1/09 – Type II
NYSDEC – Stream Disturbance, Navigable Waters, and 401 Water Quality Certification	Application Submitted 8/08
USACOE – NWP #5 or #12	Issued 4/09 – NWP #12
NYSDOS – Coastal Zone Consistency Certification	Application Submitted 9/08
Haverstraw – Special Use Permit	Application Submitted 6/08
Haverstraw – Site Plan	Application Submitted 6/08
Haverstraw – Zoning Variances	Application Submitted 6/08
Haverstraw – Architectural Review	Issued 7/08
Haverstraw – Building Permit	Pending Site Plan approval
JRSB – Industrial Discharge	Application Submitted 8/08

Pilot Study, cont'd

- **Mitigate milestone impact/reduce costs**
  - Progress the Submitted Pilot Study
    - Estimated cost: $4,700K
    - Estimated construction time: 9 months
  - Reduce the building size by moving the SuperPulsator outside the building and eliminating the additional process trains ("Modified Building Option")
    - The SuperPulsator would be tested in warm weather, preventing the need for a building.
    - Estimated cost: $2,800K
    - Estimated construction time: 7 months
  - Utilize trailers & shipping containers to house the Pilot Study and eliminate the additional process trains ("Containers Option")
    - Estimated cost: $2,100K
    - Estimated construction time: 5 months
- **The Steering Committee directed the Project Team to reduce the project cost to below $3,500K without impacting the building footprint or external appearance**

Pilot Study, cont'd

Option	Advantages	Disadvantages	Steering Comm. Direction
Submitted Pilot Study	Attractive building & landscape; avoid criticism/ potential delays of modifications	Cost ($4,700K); construction schedule (9 months); must comply with all aspects of building code	Progress submitted plan and seek alternatives that are less expensive and can be constructed in less time
Modified Building (reduced building area)	More closely resembles submitted plan, cost effective ($2,800K) and reduce construction schedule (7 months)	Public perception; potential regulatory delay by modifying submitted plan; must comply with all aspects of building code	Progress Modified Building design to achieve cost savings while not impacting pending permit approvals or public perception of the Project
Containers	Cost effective ($2,100K) and reduce construction schedule (5 months)	Public perception; potential regulatory delay by modifying submitted plan	Seek alternative that more closely resembles submitted plan

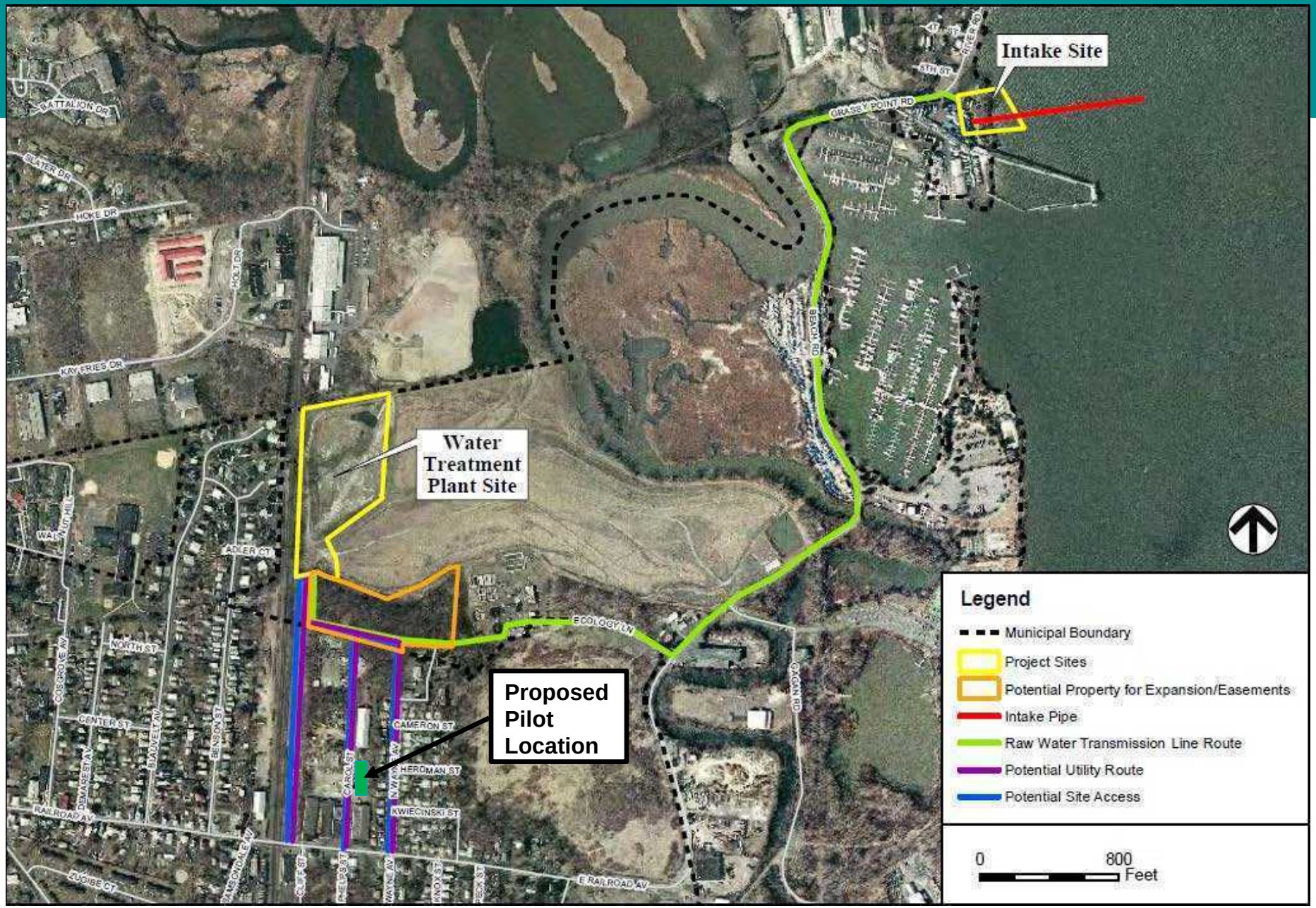
Pilot Study, cont'd

- **Steering Committee directed Team to reduce the Pilot Study cost without impacting the pending permit applications or public perception**
  - Cost savings preliminarily identified: $500K – $1,200K, to achieve an estimated cost of $3,500K – $4,200K.
    - > Cost savings included: reducing number of piles, eliminating internal slab, and reducing the amount of HVAC and electric.
    - > Building requires heating and ventilation to protect process and piping, minimal AC provided for Control Room.
      - Installation of heating requires the building to meet the energy efficiency requirements of the energy code.
    - > Although the Pilot Study is temporary, the building must be designed and constructed to meet the structural requirements of the building code.
      - The soil borings performed by UWNY "indicated a poor quality soil that will not support the proposed pilot plant building without piles."
  - Actual cost savings $400K the actual cost = $4,300K.
    - > Minimal HVAC reduction without impacting process or pipe.
    - > Every effort was made to minimize the number of piles that will be required.
    - > Eliminating internal slab impacted pile size and foundation design.

Pilot Study, cont'd

- **The Project Team evaluated other options for reducing the Pilot Study's cost and schedule:**
  - Keeping only the Pilot Intake at USG.
  - Relocate the Pilot Study to another site.
    - Comprehensive examination of alternative properties removed from the riverside but close to the USG site to allow for a reasonable pipe distance, including the JRSB and other properties on Beach Road
    - Site should also allow the use of containers or have an existing building to house the Pilot
  - Utilize Suez Environnement resources (i.e., IDI)

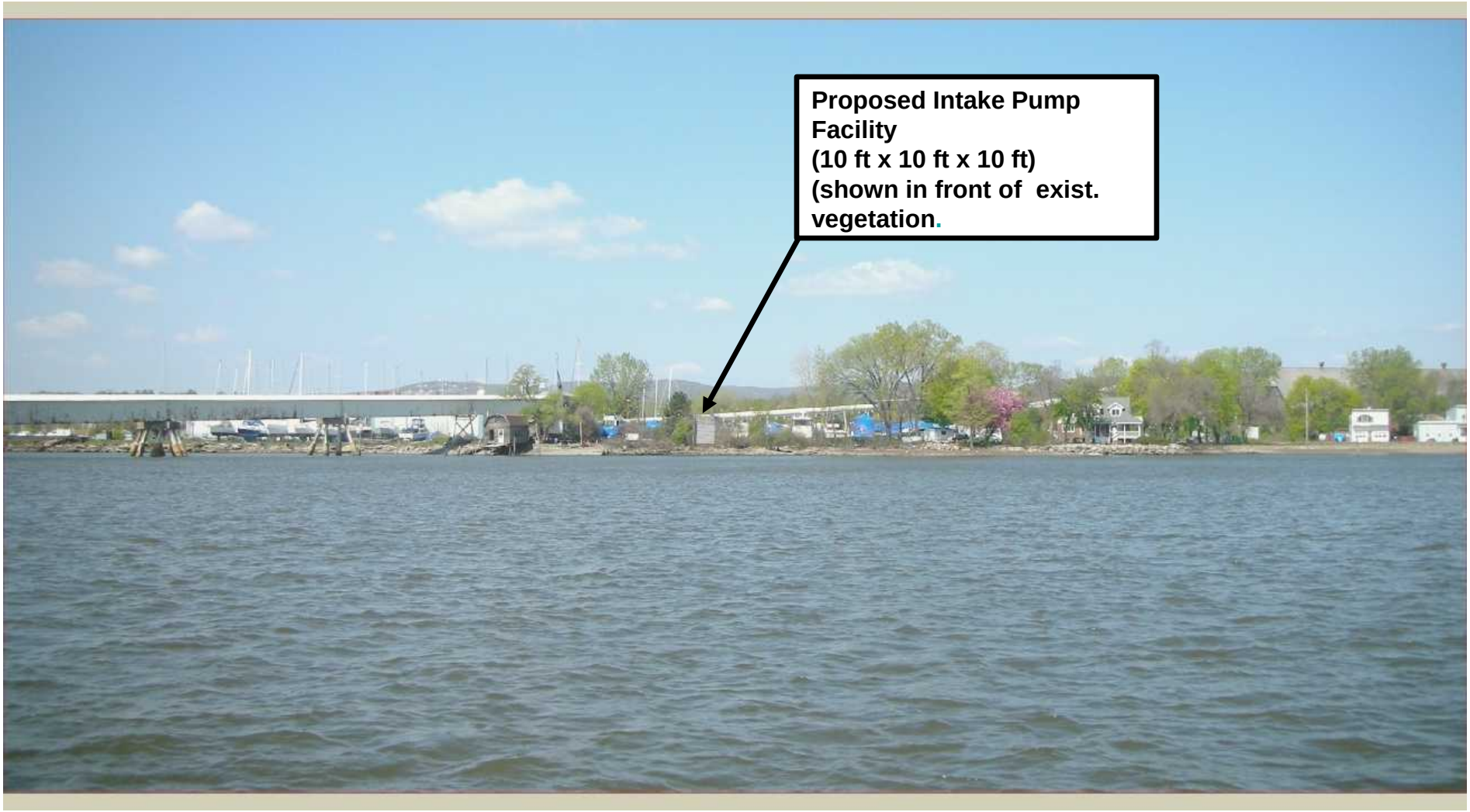
- **Search for alternative sites identified a potential site that has recently become available:**
  - New 6,500 SF warehouse under construction in Village of West Haverstraw owned by DSB Realty ("DSB Building Option")
    - Building was constructed for use by a moving company; however, the lease recently fell through.
    - Building is move-in ready with heating and ventilation, requiring minor modifications
  - Estimated cost: $2,850K (including lease payments, but not IDI supplied equipment)
  - Estimated construction time: 4 - 6 months


Intake Site
Water Treatment Plant Site
Proposed Pilot Location
GRASSY POINT RD
BEACH RD
ECOLOGY LN
CAGAN RD
CAMERON ST
HERDMAN ST
KWIECINSKI ST
CAROL ST
RAILROAD AV
E RAILROAD AV
NORTH ST
CENTER ST
ADLER CT
KAY FRIES DR
HOKE DR
SLATER DR
BATTALION DR
Legend
Municipal Boundary
Project Sites
Potential Property for Expansion/Easements
Intake Pipe
Raw Water Transmission Line Route
Potential Utility Route
Potential Site Access
0
800
Feet

DSB Realty's West Haverstraw Building

DSB Realty's West Haverstraw Building

Pilot Study, cont'd



Pilot Study, cont'd

- **The DSB Building Option will require:**
  - Submission of amended permit applications (USACE, NYSDEC, NYSDOS, Town, & Village).
  - Permit review time cannot be determined.
  - Re-evaluation the SEQRA classification of the Pilot Study and amended permit applications.
  - Another public hearing for the Town Special Use Permit.
  - Village of West Haverstraw Site Plan and Building Permit.
    - DSB could amend its Approved West Haverstraw Site Plan and Building Permit to incorporate Pilot Study. A public hearing will be required.
    - UWNY would be required to obtain a West Haverstraw building permit for installing Pilot equipment, but avoids the need for Site Plan approval.

Pilot Study, cont'd

Permit	Status	Impact of DSB Building Option
SEQRA Classification	Issued 1/09 – Type II	Re-evaluate Type II Classification
NYSDEC – Stream Disturbance, Navigable Waters, and 401 Water Quality Certification	Application Submitted 8/08	Amend Application
USACOE – NWP #5 or #12	Issued 4/09 – NWP #12	Submit Amendments
NYSDOS – Coastal Zone Consistency Certification	Application Submitted 9/08	Amend Application
Haverstraw – Special Use Permit	Application Submitted 6/08	Amend Application
Haverstraw – Site Plan	Application Submitted 6/08	Amend Application
Haverstraw – Zoning Variances	Application Submitted 6/08	Amend Application
Haverstraw – Architectural Review	Issued 7/08	Submit Amendments
Haverstraw – Building Permit	Pending Site Plan approval	Submit Application
JRSB – Industrial Discharge	Application Submitted 8/08	Amend Application
West Haverstraw – Site Plan		Submit Application
West Haverstraw – Building Permit		Submit Application

Pilot Study Risks

- **Risks of amending the Submitted Pilot Study**
  - Schedule
    - > Potential delay in the permit approval process.
      - Each agency may take additional time to review the new plans regardless if the changes are highlighted.
      - Faster construction time provides a 1 – 2 months of float for permitting.
      - The NYSDEC and USACE have focused their review of the Submitted Pilot Study on the intake and in-water work, which is not changing.
  - Permits
    - > The NYSDEC, or any other agency with a discretionary approval, could change the Type II classification.
      - Difficult to justify since the amendments do not change the basis/justification for the Type II provided by NYSDEC.
      - If the Type II classification is changed as a result of amendments, UWNY can pursue the Submitted Pilot Study.
      - The NYSDEC and USACE have focused their review of the Submitted Pilot Study on the intake and in-water work, which is not changing.
    - > Criticism of proposing amendments after Type II determination.
      - Amendments are proposed as a means to improve the schedule since the Type II classification significantly impacted the schedule.

Pilot Study Opportunities

- **Opportunities with continuing to pursue the Submitted Pilot Study**
  - Continue positive momentum gained from Type II classification.
  - Town poised to issue special use permit and other required approvals.
    - Provides additional pressure to NYSDEC to act on permit applications.
  - Maintain the aesthetics of the building.

- **Opportunities with amending the Submitted Pilot Study**
  - Reduce the cost of the Pilot Study approx. $1.0 M, or more.
  - Potentially reduce the construction schedule to begin pilot testing sooner than the Submitted Pilot Study.
  - Reduce the environmental impact of the Pilot Study.
  - Allows pilot equipment to be ordered immediately to mitigate schedule impact (potential risk).

Next Steps

- **Pursue the direction of the Steering Committee**

Property Acquisitions

Prepared at the Request of Counsel/Attorney Work Product
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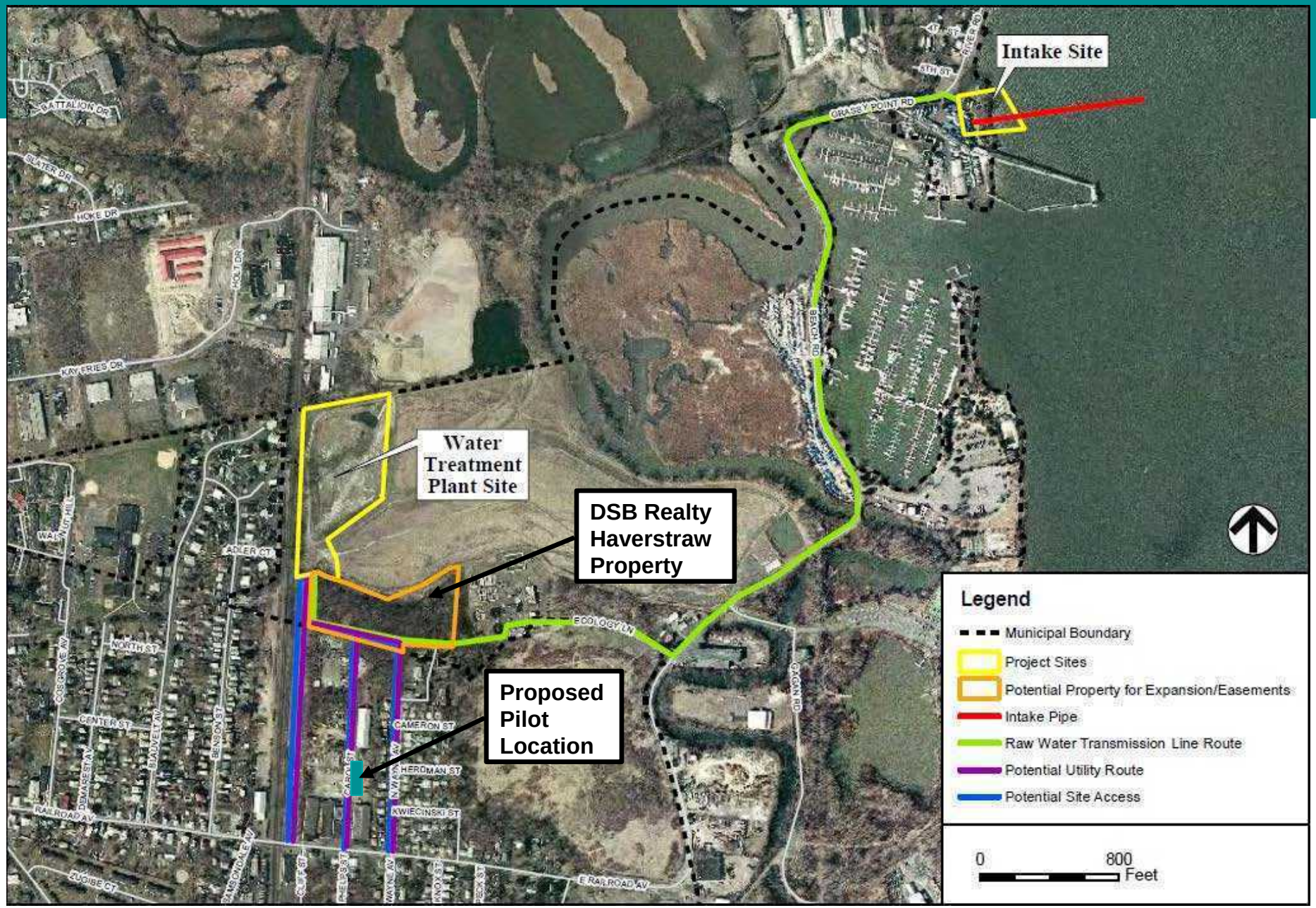
United Water
SUEZ

Property Acquisition

- **DSB Realty Properties are advantageous to the HWSP**
  - Pilot Study: DSB's West Haverstraw building can be used to house the Pilot Study.
  - Full-Scale: DSB's Haverstraw property is used as the key access route to the WTP for the Raw Water Pipe, Brine Pipe, Sludge Pipe, utilities, and vehicles.

- **If DSB's Haverstraw property is not obtained:**
  - Access the WTP site through Village of Haverstraw streets/rights of way; or
  - Access the WTP site through the JRSB property and over the Haverstraw Landfill.
  - Cost of alternative access routes (i.e., thru JRSB and over landfill or thru public rights of way): $1,750K – $5,250K. *

    * Alternative access routes pose additional risks and regulatory approvals.


Intake Site
Water Treatment Plant Site
DSB Realty Haverstraw Property
Proposed Pilot Location
GRASSY POINT RD
ECOLOGY LN
CAMERON ST
HERDMAN ST
KWIECINSKI ST
RAILROAD AV
E RAILROAD AV
NORTH ST
CENTER ST
KAYERIES DR
Legend
Municipal Boundary
Project Sites
Potential Property for Expansion/Easements
Intake Pipe
Raw Water Transmission Line Route
Potential Utility Route
Potential Site Access
0
800
Feet

Property Acquisition

- **Proposed option to purchase offer ($1,000's) to DSB Realty:**

	2009	2010	2011	2012	Total
Option	65	65	65		**195**
Purchase				1,305	**1,305**
Total	**65**	**65**	**65**	**1,305**	**1,500**

  - Option amount = Property Taxes (Approx. 45K) + Percent of Purchase Price (20K).
  - Purchase amount = Appraised Amount (1,040K) + Premium (25% - 30%).

- **Proposed Lease for Pilot Study**
  - Annual lease: $10/SF - $12/SF for warehouse space.
    - Lease duration, location and available space drive the lease amount.
  - Propose: 2 year lease @ $11/SF – $12/SF for 6,500 SF = $71,500 – $78,000 annually.
  - Difficult to tie lease to option since different parcels are involved.

Next Steps

- **Pursue the direction of the Steering Committee**

Draft Environmental Impact Statement

Prepared at the Request of Counsel/Attorney Work Product
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April 30th Coalition Meeting

- **Rockland Coalition for Sustainable Water**
  - "[A] coalition of national, regional and local environmental organizations and from civic groups concerned with such issues as pollutants in the Hudson, rising energy use, overdevelopment and costs to ratepayers and taxpayers -- all related to desalination and water treatment."
  - "Water coalition seeks greater public awareness about proposed desalination-filtration of river by United Water."
- **April 30th Meeting**
  - The program will begin with a screening of "FLOW: For Love of Water", followed by a panel discussion of the "proposed" desalination plant.
  - Participants include:
    - Hudson Riverkeeper
    - Scenic Hudson ("Moderator")
    - Rockland Sierra Club
    - Food and Water Watch
    - SPACE
    - And others
- **Strategy:**
  - Managed and moderated approach
    - Audio recording
    - North Rockland residents (friends of UWNY) armed with key messages will attend
    - Developed media messages

DEIS Status

- **January 2009: NYSDEC issues notice of intent to be Lead Agency.**

- **April 2009: NYSDEC issues a positive declaration for the HWSP, declares themselves as Lead Agency, and announces a scoping public meeting on May 7th.**
  - "Scoping is the process by which the issues to be addressed in the draft EIS are identified... The scoping process has six objectives:
    - > focus the draft EIS on the potentially significant adverse environmental impacts;
    - > eliminate non-significant and non-relevant issues;
    - > identify the extent and quality of information needed;
    - > identify the range of reasonable alternatives to be discussed;
    - > provide an initial identification of mitigation measures; and
    - > provide the public with an opportunity to participate in the identification of impacts." (Source: "The SEQR Cookbook", NYSDEC, 2004)

- **Scoping Public Meeting – May 7th**
  - 2 sessions: Afternoon (1:00 – 4:30 PM) and Evening (6:30 – 9:30 PM)
  - NYSDEC moderator, potentially an administrative law judge
  - Opening by NYSDEC with an explanation on the SEQRA process
  - Statement on the Project (max. 10 min.) by UWNY

Outreach

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Outreach & External Affairs

- **Efforts for 2009**
  - Television and radio spots with crafted Project messages
  - Customer newsletters
  - HWSP Customer Advisory Panel
  - Stakeholder Dialogue
  - Internal awareness (newsletter, posters)
  - Leave-behind

  - Coordination of External Affairs and Project Team efforts
    - Elected official road-show (local and Albany)
    - Community presentations
    - Meeting with Entergy
    - Management of lobbyist activities

Haverstraw Water Supply Project

Steering Committee Meeting

April 29, 2009

Prepared at the Request of Counsel/Attorney Work Product
Privileged and Confidential

United Water
suez

Appendix M

Sameet Master, P.E.
Project Manager

UNITED WATER
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facsimile 201. 225. 5125
e-mail: sameet.master@unitedwater.com

MEMO

FROM: **Sameet Master** **TO:** **G. Albertson, M. Pointing, J. Dillon, Esq.**

DATE: **January 29, 2009** **COPIES:** **J. Dyksen, S. Goudsmith, S. Garabed**

SUBJECT: **UWNY Haverstraw Water Supply Project Pilot Study**

- DRAFT -
PREPARED AT THE REQUEST OF COUNSEL
PRIVILEGED AND CONFIDENTIAL

A. Background

As part of the Joint Proposal that was adopted as part of the December 14, 2006 rate decision, United Water New York Inc. ("UWNY") must "complete pilot plant studies, if required" (the "Pilot Study") by December 31, 2009 (see Exhibit 11)[1]. In order to meet this milestone, the Project Team established the following schedule:

- **June 2007: Prepare[d] the scope and preliminary layout for the Pilot Study.**
- **August 2007: Identify the Pilot Study site.**
- **August – December 2007: Design the Pilot Study, meet with federal, state and local regulators to discuss the Pilot Study, prepare the permit applications.**

[1] In its February 21, 2007 letter the New York State Department of Health ("NYSDOH") indicated that NYSDOH "do[es] not require pilot testing of membrane filters, but do[es] require designs to be based upon production results from a membrane filter plant of similar type, size, water source and climate." Furthermore, NYSDOH stated that pre-treatment was required prior to reverse osmosis and "[i]f micro-filtration with a coagulant or rapid gravity filtration is used as pretreatment, then data from plants with similar saline and similar non-saline water quality will be needed. Alternatively, two or more on-site pilot studies should be conducted for each coagulant with consideration of temperatures, flood flows and salt water intake and other chemical additives. Micro-filtration, without coagulation could be an alternative."

- November 2007 – January 2008: Submit the federal, state and local permit applications.
- May – June 2008: Obtain permits.
- July – August 2008: Revise the Pilot Study design and bid the Pilot Study.
- September – December 2008: Construct and startup the Pilot Study.
- January 1, 2009: The Pilot Study begins.
- December 1, 2009: Prepare Pilot Study Report for submission to the Public Service Commission.
- December 31, 2009: Submit the Pilot Study Report to the New York State Public Service Commission ("PSC").

The following was the actual chronology of the Pilot Study through 2008:

- April 2007: UWNY began conceptual planning for the Pilot Study.
- May – August 2007: The scope of the Pilot Study was prepared along with a draft layout.
- August 2007: The Town of Haverstraw ("Town" or "Haverstraw") Landfill was identified as the Pilot Study site with the intake located at the Haverstraw Marina.

  The conceptual design for the Pilot Study was finalized, laying out the building size and locating the pilot study equipment inside the building. A preliminary construction cost estimate of $2,000,000 was prepared.

  Requests for Quotes were sent to the pilot study equipment suppliers.
- September 2007: Quotes for pilot study equipment were received. The design was progressed based on the equipment quotes.
- November 2007: The Haverstraw Marina was determined to be public trust property that cannot be used for the intake site without approval of such use by the NYS Legislature. For timing and risk mitigation reasons,

it was determined that a new intake site, and possibly a new Pilot Study site, had to be found.

Request for quotations for the pilot study fabricator were issued.

December 2007: Quotes for the pilot study fabricator were received.

- February 2008: The U.S. Gypsum ("USG") site was identified as a potential intake and Pilot Study site.

  UWNY evaluated locating the Pilot Study at the USG site vs. locating the intake at the USG site. It was determined that the best option was to locate the Pilot Study at the USG site since locating the Pilot Study at the Haverstraw Landfill would require additional approvals from the New York State Department of Environmental Conservation ("NYSDEC").

- March 2008: USG agreed to lease the site to UWNY for the Pilot Study.

- April 2008: The preliminary design was revised to locate the Pilot Study at the USG site.

  Local land use analysis was prepared for the Pilot Study at the USG site.

- May 2008: Local land use permit applications and drawings were prepared for the Pilot Study at the USG site.

  The Army Corps of Engineers ("USACE"), NYSDEC, and NYS Department of State ("NYSDOS") permit applications were prepared. UWNY met with federal, state and local permitting agencies to preview the Project and regulatory analysis in advance of submitting permit applications to the respective agency.

  In order to have the Pilot Study begin in January 2009, the Project Team decided to issue a request for proposals ("RFP") for contractors to complete the design of the Pilot Study so the building permit could be obtained and construct and commission the Pilot Study.

- June 2008: Local land use permit applications were submitted to the Town of Haverstraw ("Town" or "Haverstraw").

- The above permit applications included the State Environment Quality Review Act ("SEQRA") analysis for the Pilot Study, which concluded that the Pilot Study was a Type II action under SEQRA.

  Type II actions are those actions which "have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, article 8" and "are not subject to review under [SEQRA]," assuming that the proposed action does not meet or exceed any of the listed Type I thresholds.

  Type II actions do not require the preparation of an environmental impact statement. Type II actions are set forth in Section 617.5(c) of the New York State Department of Environmental Conservation's regulations.

Attended Haverstraw Town Board and Planning Board meetings.

Attended Haverstraw Town Board public hearing on Special Use Permit.

Issued the RFP for design and construction of the Pilot Study with the intention of making a selection by August and begin construction by the end of September 2008, both dependent on permit approvals.

- July 2008: The USACE and NYSDEC permit applications were submitted.

  July 7, 2008: The NYSDEC sent UWNY a letter questioning the SEQRA Type II classification of the Pilot Study.

  The Town, in consultation with the Project Team, decided to postpone taking action on the Special Use Permit until the NYSDEC reviewed the Type II classification.

  USG allowed UWNY to perform environmental soil borings on the site. As a result of the soil borings it was determined that piles would need to be installed to support the Pilot Facility. This information was provided to the proposers and the proposal due date for the design and construction of the Pilot Study was postponed until September.

July 29, 2008: Haverstraw Architectural Review Board (conditional) approval for the Pilot Facility was obtained. The approval is conditioned on the Town Board approving the Special Use Permit for the Pilot Facility.

- July – December 2008: Ongoing discussions with the USACE, NYSDEC and Town regarding permit applications and SEQRA classification of Pilot Study.

- September 2008: Proposals for design and construction of the Pilot Study were received. There was a significant disparity in the detail and costs; additional follow-up with the proposers was required.

  September 25, 2008: UWNY and the NYSDEC met to discuss the Pilot Study permit applications and Type II classification. No decision on the Type II classification was made but the NYSDEC's regional counsel indicated that NYSDEC had "grave concerns" regarding the Type II classification. The NYSDEC staff present at the meeting refused to articulate what the "grave concerns" were. Requests for a follow up meeting were deflected by the agency.

  September 30, 2008: The NYSDOS Coastal Zone Consistency form was submitted. This was postponed due to the NYSDEC's delay in acting on the Type II classification and to ensure that the Pilot Study Coastal Zone Consistency was consistent with what was provided in the Draft Environmental Impact Statement submitted on September 29, 2008.

- October 2008: CDM was selected as the most qualified proposer to design and construct the Pilot Study; additional details on the selection process are available upon request. CDM's estimated cost was $4,678K with a 9-month schedule. CDM was tasked with identifying cost reduction measures to reduce the cost by $2,000K.

- October – December 2008: UWNY and CDM reviewed the Pilot Study to reduce the Pilot Study's size, cost and schedule.

B. Pilot Study Options

The Pilot Study as submitted to the various agencies for permit approvals ("Submitted Pilot Study") consists of the following:

- Pile supported foundation
- 3,900 square-foot ("SF") building, 35-ft tall
- Architectural features and landscaping to reduce the building mass as compared to its surroundings
- Multiple process trains to allow side-by-side testing of various processes
- Climate control to reduce water condensation on pipes and equipment, to allow easy housekeeping for tours
- Conference room for tours
- Full SCADA control.

As discussed above, the proposals to design and construct the Pilot Study, as submitted to the various agencies for permit approvals, will cost $4,678K and take an estimated 13-months from providing CDM with a notice to proceed. Note, this time includes the time required to obtain local, state and federal permits. A schedule comparing the Submitted Pilot Study to the proposed options is provided in Attachment 1.

The following items are driving the size of the building:

- SuperPulsator
- Additional process trains for side-by-side tests
- Conference room space

The primary drivers of the cost and schedule are:

- Pile supports, over 90 steel piles 90 – 100-ft deep
- Building foundation to accommodate the pile supports
- Building height, to accommodate the SuperPulsator
- Energy code: the building is required to meet all energy code requirements in the Building Code regardless of whether it is temporary or permanent

- Fire protection
- Building footprint

There are two options that will reduce the size, cost and schedule for the Pilot Study ("Proposed Revisions"): 1) reduce the size of the building by moving the SuperPulsator outside the building ("Modified Building Option"); or 2) eliminate the building and install the Pilot Study in cargo containers ("Containers Option").

Making any revisions to the Submitted Pilot Study poses two potential risks: 1) the NYSDEC, or any other agency with a discretionary approval, could change the Type II classification; and 2) delaying the permit approval process.

- Changing the Type II classification – On January 26, 2009, the NYSDEC classified the Pilot Study "as a Type II action under SEQR pursuant to 6 NYCRR 617.5(c)(18) because the stated purpose for the construction and temporary operation of the proposed pilot desalination plant is basic data collection in partial support of UWNY's application for LTWSP, including undertaking water quality, pollution and engineering studies." While the rationale for the Type II classification is broad and it appears to allow for the Proposed Revisions to the Pilot Study, there is a risk that the NYSDEC, or any other agency with a discretionary approval, could determine that the Proposed Revisions no longer make the Pilot Study a Type II action. There is also a risk that the NYSDEC, or any other agency with a discretionary approval, will again undertake a lengthy SEQRA analysis before concluding that the Proposed Revisions are also a Type II action.

- Delaying the permit approval process – The permit applications for the Submitted Pilot Study have been on hold until the NYSDEC classified the Pilot Study under SEQRA. On January 26, 2009, the NYSDEC classified the Pilot Study as a Type II action, which will remove a significant impediment to the review of the Pilot Study applications by the NYSDEC, NYSDOH and to a lesser degree the USACE and NYSDOS. While there is no regulatory timeline to review these applications, it is anticipated that the review will be completed in the next 3-months. Amending the permit applications to reflect the Proposed Revisions poses the risk that the agencies will start their review over and present a delay in approving the permit applications. The Town of Haverstraw is

poised to issue all necessary approvals for the Submitted Pilot Study, however, any significant change to the Submitted Pilot Study will also require the Town of Haverstraw to hold another public hearing where opponents will again speak out against the Project. Each Proposed Revision would likely constitute a significant change to the Submitted Pilot Study for regulatory review purposes, at least at the Town and County level of review.

It is important to keep in mind that while the NYSDEC classified the Pilot Study as a Type II action, there is a significant probability of litigation relating to this classification from NGOs.

Modified Building Option

The Modified Building Options involves eliminating process trains so there will be only one process train with the ability to test the SuperPulsator as a side-stream. All the functionality to test multiple scenarios will be provided, however, side-by-side testing would not be available. This is not a significant revision to the Pilot Study objectives since the Hudson River water quality does not change significantly on a daily basis.

The Pilot Study would be housed in a modular building that is pile supported, in order to meet Building Code. However, the building size has been reduced to approximately 2,000 square-feet ("SF") from 3,900 SF, and the height of the building will be approximately 15-ft, with the SuperPulsator located outside. The modified building would retain the architectural character of the Submitted Pilot Study.

The permits submitted would need to be amended as follows:

- Town of Haverstraw Special Use Permit – Amend application documents submitted to the Town Board to reflect revisions and provide new site plan; another public hearing will likely be required.

- Town of Haverstraw Site Plan Application – Amend application documents submitted to the Haverstraw Planning Board to reflect revisions and provide new site plan. Since the Planning Board will not begin the review of the Submitted Pilot Study until the Town Board issues the Special Use Permit, there should not be a significant schedule impact to the review process. However, the Planning Board has issued the Submitted Pilot Study site plan

drawings to their consultants and the County Planning Department for comment[2], so the amended site plan drawings will need to be re-submitted to the County while the Town Board is reviewing the amended Special Use Permit application. Nevertheless, all of the County Planning Department's comments on the Submitted Pilot Study's site plan will be incorporated into the Modified Building Option site plan; however, there may be additional County comments on the amended plans.

- **Town of Haverstraw Zoning (Area) Variance Applications – Amend application documents submitted to the Haverstraw Zoning Board of Appeals ("ZBA") to reflect revisions and provide new site plan. Since the ZBA will not begin the official review of the Submitted Pilot Study until the Town Board issues the Special Use Permit, there does not appear to be a significant schedule impact to the review process; however, the Town Board conducting another public hearing could impact when the ZBA can act on the variances. Furthermore, the variance applied for will not change as a result of the Modified Building Option.**

- **Town of Haverstraw Architectural Review Applications – Amend application documents submitted to the Haverstraw Architectural Review Board ("ARB") to reflect revisions and provide new site plan and building architecture. Since the ARB has issued a conditional approval, conditioned on the approval of the Special Use Permit, the ARB will need to review and approved the proposed revisions.**

- **Haverstraw Joint Regional Sewer Board ("JRSB") Industrial Discharge Permit Application ("IDPA") – Amend the IDPA submitted to the JRSB to reflect the proposed revisions, however, the proposed revisions do not change the proposed waste discharge to the JRSB or the discharge location.**

- **Joint Permit Application ("JPA") – Amend the JPA submitted to the USACE and NYSDEC to reflect the proposed revisions and provide new site plan and building architecture. Since the USACE and the NYSDEC have focused on the Intake Design, which is not changing, there should not be a significant schedule impact on the review**

[2] The County has 30 days from the date of the referral to provide comments to the Planning Board.

process. The NYSDEC had a comment regarding the waste discharge to the JRSB, which is not changing in the Modified Building Option.

- Coastal Zone Consistency – Amend the FCAF submitted to the NYSDOS to reflect the proposed revisions and provide new site plan and building architecture. Since the NYSDOS is primarily concerned with the visual and aquatic impacts to the Hudson River, there should not be a significant impact to the review process since the view of the river should be improved under the Modified Building Option due to a smaller building and the aquatic issues in the Submitted Pilot Study remain the same.

- NYS Department of Health ("NYSDOH") Notification – Amend the pilot testing protocol submitted to the NYSDOH to reflect the proposed revisions. The NYSDOH has been cooperative and shown flexibility regarding pilot testing, there should not be a significant schedule impact to the review process.

The Modified Building Option is estimated to cost $2,745K and to take approximately 11-months from providing CDM with a notice to proceed.

Containers Option

Similar to the Modified Building Option, the Containers Option involves eliminating testing trains so there will be only one process train with the ability to test the SuperPulsator as a side-stream. All the functionality to test multiple scenarios will be provided, however, side-by-side testing would not be available. This is not a significant revision to the Pilot Study objectives since the Hudson River water quality does not change significantly on a daily basis.

The Pilot Study would be housed in cargo containers that are supported by a gravel and wood foundation in order to meet Building Code. However, under this option the building size has been reduced to approximately 2,000 square-feet ("SF") from 3,900 SF, and the height of the containers will be approximately 8-ft, with the SuperPulsator located outside.

The permits submitted would need to be amended as follows:

- **Town of Haverstraw Special Use Permit – Amend application documents submitted to the Town Board to reflect revisions and provide new site plan; another public hearing will be required.**

- **Town of Haverstraw Site Plan Application – Amend application documents submitted to the Haverstraw Planning Board to reflect revisions and provide new site plan. Since the Planning Board will not begin the review of the Submitted Pilot Study until the Town Board issues the Special Use Permit, there should not be a significant schedule impact to the review process. However, the Planning Board has issued the Submitted Pilot Study site plan drawings to their consultants and the County Planning Department for comment[3], so the amended site plan drawings will need to be re-submitted to the County while the Town Board is reviewing the amended Special Use Permit application. Nevertheless, all of the County Planning Department's comments on the Submitted Pilot Study's site plan will be incorporated into the Containers Option site plan; however, there may be additional County comments on the amended plans.**

- **Town of Haverstraw Zoning (Area) Variance Applications – Amend application documents submitted to the Haverstraw Zoning Board of Appeals ("ZBA") to reflect revisions and provide new site plan. Since the ZBA will not begin the official review of the Submitted Pilot Study until the Town Board issues the Special Use Permit, there does not appear to be a significant schedule impact to the review process; however, the Town Board conducting another public hearing could impact when the ZBA can act on the variances. Furthermore, the variance applied for will not change as a result of the Containers Option.**

- **Town of Haverstraw Architectural Review Applications – amend application documents submitted to the Haverstraw Architectural Review Board ("ARB") to reflect revisions and provide new site plan and building architecture. Since the ARB has issued a conditional approval, conditioned on the approval of the Special Use Permit, the ARB would need to review and approved the proposed revisions.**

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[3] The County has 30 days from the date of the referral to provide comments to the Planning Board.

- Haverstraw Joint Regional Sewer Board ("JRSB") Industrial Discharge Permit Application ("IDPA") – amend the IDPA submitted to the JRSB to reflect the proposed revisions, however, the proposed revisions do not change the proposed waste discharge to the JRSB or the discharge location.

- Joint Permit Application ("JPA") – amend the JPA submitted to the USACE and NYSDEC to reflect the proposed revisions and provide new site plan and building architecture. Since the USACE and the NYSDEC have focused on the Intake Design, which is not changing, there should not be a significant schedule impact on the review process. The NYSDEC had a comment regarding the waste discharge to the JRSB, which would not change in the Modified Building Option.

- Coastal Zone Consistency – Amend the FCAF submitted to the NYSDOS to reflect the proposed revisions and provide new site plan and building architecture. Since the NYSDOS is primarily concerned with the visual and aquatic impacts to the Hudson River, there should not be a significant impact to the review process since the view of the river should be improved under the Container Option due to a smaller building and the aquatic issues in the Submitted Pilot Study remain the same.

- NYS Department of Health ("NYSDOH") Notification – amend the pilot testing protocol submitted to the NYSDOH to reflect the proposed revisions. NYSDOH has been cooperative and shown flexibility regarding pilot testing, there should not be a significant schedule impact to the review process.

The Container Option is estimated to cost $2,045K and take approximately 9-months from providing CDM with a notice to proceed.

C. Risks

The following are the potential risks associated with the Pilot Study:

- Litigation over the Type II classification or other regulatory decision or approval. Note, this risk exists with the Submitted Pilot Study and any alternative Pilot Study.

- **A regulatory agency delays issuing a permit or approval as a result of amending permit applications.**

- **The NYSDEC, or any other agency with a discretionary approval, will change the Type II classification as a result of a change to the Submitted Pilot Study.**

D. Recommendations

The table in Attachment 2 summarizes the options available for the Pilot Study.

In order to prevent segmentation[4] or committing the regulatory agencies to approve the Haverstraw Water Supply Project, the Pilot Study must be temporary, i.e., no part of the Pilot Study can be used in the full-scale project. Therefore, the Pilot Study must be completely dismantled and removed before work on the full-scale project commences.

Furthermore, based on the reduced building size and mass, reduced cost, reduced schedule, and similar risks, it is recommended that the Containers Option be pursued.

While there are risks associated with changing course at this point, there is also a chance that the regulatory agencies can view a change as a minor change and process the permit applications efficiently.

Quantifying the risk of revising the Submitted Pilot Study is, unfortunately, impossible. The NYSDEC's SEQRA review of the Submitted Pilot Study, and lead agency coordination process, were clearly compromised by politics and significant time has already been lost. Notwithstanding, representatives of the NYSDEC have recently assured representatives of UWNY that the agency has "no political agenda" with respect to the Project. If the Containers Option is reviewed on the merits and in the ordinary course, the risks associated with the change are low. If, however, there is a political agenda to stop or slow down the Project at NYSDEC or another government agency with an approval, the change to the Containers Options could provide fodder to the effort.

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[4] Segmentation is defined in 6 NYCRR 617.2(ag) of the Department's SEQRA regulations as "the division of the environmental review of an action such that various activities or stages are addressed under this Part as though they were independent, unrelated activities, needing individual determinations of significance." An example of segmentation is breaking a 10,000-ft pipe installation project into that would likely require a full environmental review ten 1,000-ft pipe installation projects that do not need environmental review.

Due to the NYSDEC's delay in determining the SEQRA classification of the Submitted Pilot Study, the December 31 milestone will not be met. PSC Staff recognizes that UWNY has used best efforts and that the Project has been delayed for reasons beyond UWNY's control. Moreover, several PSC Staff members have informally indicated that provided the process detailed in the Joint Proposal is followed, they will not impose fines. However, it is unclear if delays as a result in changes to the Submitted Pilot Study could result in fines being imposed.

With respect to the risk of change in the Type II classification as a result of pursuing the Containers Option, the significant reduction in the Pilot Study footprint could help to mitigate this risk, but not eliminate it.

Furthermore, an argument can be made that while the changes are minimal, an architecturally pleasing facility was originally proposed and now containers are being proposed. This argument as well as many others may be used by the opposition to the Project.

In sum, there are unquantifiable risks associated with pursuing the Container Option. Nevertheless, it is difficult to justify spending approximately $2.4m more on the Submitted Pilot Study, a building that will ultimately be demolished. For the reasons discussed throughout this memorandum, I recommend that UWNY pursues the Container Option.

Since the NYSDEC on January 26, 2009 decided that the Pilot Study is a Type II action, agencies can now complete their review of the Submitted Pilot Study and issue permits or approvals; therefore, it is imperative that the decision to amend the Submitted Pilot Study be made quickly in order to submit the proposed revision before an agency issues an approval for the Submitted Pilot Study.

Please let me know if you have any questions, require any additional information, or would like to meet to discuss this matter.

Attachment 1

United Water New York

Haverstraw Water Supply Project

Pilot Study Options Schedule

	Duration (days)	Duration (Months) 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Overall																
Building	240															
Modified Building	220															
Containers	180															
Notice To Proceed																
Building	1	*														
Modified Building	1	*														
Containers	1	*														
Design																
Building	60															
Modified Building	60															
Containers	40															
Local Permitting																
Building	20															
Modified Building	60															
Containers	60															
Agency Permitting																
Building	60															
Modified Building	80															
Containers	80															
Procurement & Fabrication																
Building	80															
Modified Building	80															
Containers	80															
Construction																
Building	180															
Modified Building	140															
Containers	100															
Startup & Testing																
Building	20															
Modified Building	20															
Containers	20															

Attachment 2

United Water New York

Haverstraw Water Supply Project

Pilot Study Options Comparison

Option	Building Size	Architectural Impact	Cost	Schedule	Risk(s)
Submitted Pilot Study	3,900 SF building	None	$4,678K	13 months from NTP	1. Litigation
					2. Permit approval delay
Modified Building	2,000 SF building	Reduced building size	$2,745K *	11 months from NTP	1. Litigation
					2. Permit approval delay
					3. Change Type II classification
Containers	Total 2,000 SF in 5 - 6 containers	No building	$2,045K*	9 months from NTP	1. Litigation
					2. Permit approval delay
					3. Change Type II classification

* Cost estimate, bids have not been received since design has not been progressed.

Appendix N

From: Master, Sameet [mailto:Sameet.Master@UnitedWater.com]
Sent: Thursday, January 22, 2009 3:10 PM
To: Albertson, Gary; Pointing, Michael J.; Dillon, John; Gennari, Mark; Hill, Walton
Subject: FW: UWNY - Desal Project

From: Master, Sameet
Sent: Thursday, January 22, 2009 2:50 PM
To: 'kevin_manz@dps.state.ny.us'
Subject: RE: UWNY - Desal Project

Kevin,

Attached is the update you requested. Please call with any questions.

Thanks,

Sameet

From: kevin_manz@dps.state.ny.us [mailto:kevin_manz@dps.state.ny.us]
Sent: Wednesday, January 14, 2009 11:29 AM
To: Master, Sameet
Subject: UWNY - Desal Project

Sameet,
Please send me an update on the status of the Desal Project as well as the anticipated schedule.
Thanks.
-Kevin

Kevin A. Manz
Utility Engineer 2
New York State Department of Public Service
Office of Electric, Gas and Water
(518) 474-8222
(518) 473-5204 (fax)
kevin_manz@dps.state.ny.us

SAMEET MASTER
Project Manager

UNITED WATER
700 Kinderkamack Road, Oradell, NJ 07649
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sameet.master@unitedwater.com

United Water
suez

MEMO

FROM: Sameet Master **TO:** Kevin Manz, NYS PSC

DATE: January 22, 2009 **COPIES:** M. Pointing, J. Dillon

SUBJECT: United Water New York Haverstraw Water Supply Project Update

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I Project Highlights

A. Schedule

- Project Description was submitted to the Public Service Commission ("PSC") on January 15, 2007.
- Preliminary conceptual design was submitted to the PSC September 30, 2007.
- The draft environmental impact statement ("DEIS") and all required environmental permit applications were submitted to the PSC September 30, 2008.
- In September 2008, UWNY identified the sites for the long-term water supply project and named the project the "Haverstraw Water Supply Project" ("HWSP").
- On November 5, 2008, United Water New York ("UWNY") met with NYS Department of Public Service staff to discuss the lack of action by the NYS Department of Environmental Conservation ("DEC") on UWNY's proposed Pilot Test.
- On December 30, 2008, UWNY notified the PSC that it is likely that pilot studies would not be completed by December 31, 2009.
- The overall project schedule can be found in Attachment 1.
- UWNY remains committed to use its best efforts to progress the HWSP on a timeline that meets or exceeds the milestones set forth in the December 14, 2006 Rate Decision. In order to be successful, however, UWNY will need the Parties to the Joint Proposal that was incorporated

in the December 14, 2006 to honor their commitment to "use their best efforts to assist the Company in meeting its volume, construction milestone and hydrant maintenance schedule commitments on time."

B. Key Events

Pilot Study

- The Local Land Use permit applications were submitted to the Town of Haverstraw (the "Town" or "Haverstraw") in June 2008, these permit applications include:

Permit	Agency
Special Use Permit	Town of Haverstraw Board
Site Plan	Town of Haverstraw Planning Board
Zoning Variances	Town of Haverstraw Zoning Board of Appeals
Architectural Review*	Town of Haverstraw Architectural Review Board
Industrial Discharge Permit Application **	Haverstraw Joint Regional Sewerage Board

*Approval obtained August 2008
** Application submitted August 2008

- The following permit applications were submitted to the respective state and federal agencies in August 2008:

Permit	Agency
Joint Permit Application	NYS Department of Environmental Conservation
Joint Permit Application	Army Corps of Engineers
Federal Consistency Assessment Form ***	NYS Department of State ("DOS") Coastal Management Program

*** Application submitted September 2008

- Included with the above permit applications was the State Environment Quality Review Act ("SEQRA") analysis for the Pilot Study, which concluded that the Pilot Study was a Type II action under SEQRA.
    - Type II actions are those actions which "have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, article 8" and "are not subject to review under [SEQRA] ," assuming that the proposed action does not meet or exceed any of the listed Type I thresholds.
    - Type II actions do not require the preparation of an environmental impact statement. Type II actions are set forth in Section 617.5(c) of the New York State Department of Environmental Conservation's regulations.
- On December 30, 2008, UWNY notified the PSC that it is possible that the Pilot Study would not be completed by December 31, 2009. (Attachment 2)
- The Town has agreed with the Type II classification; however, each permitting agency must make their own SEQRA determination. To date, the DEC has not issued its determination, which is what is required for the DEC and DOS to act on their respective permits.
    - Recent discussions with the DEC indicate that the DEC is close to making a decision on the SEQRA classification of the Pilot Test, and a decision is expected by the end of the month.

<u>Full-scale Plant</u>

- The DEIS and environmental permits were submitted to the respective agencies on September 29, 2008. The next steps in the DEIS process are:
    - Under section 6 NYCRR 617.6(a) of the Department's SEQRA regulations, the Department was to have noticed its intention to serve as the SEQRA lead agency and otherwise proceed with the SEQRA process "as soon as an agency receives an application for funding or

for approval of an action"[;] i.e., "as soon as" September 30, 2008. However, to date the DEC has taken no action on the HWSP pursuant to SEQRA -- a 3 1/2 month hiatus.

As the project sponsor, UWNY plays no role in selecting the Lead Agency. Nevertheless, given the scope of the project it appears that the DEC is best suited to be Lead Agency.

- Scoping the DEIS, which occurs once the Lead Agency has been identified.
- The delay in determining Lead Agency, approaching four (4) months, will likely impact the September 30, 2010 milestone, "Obtain Environmental Permits".

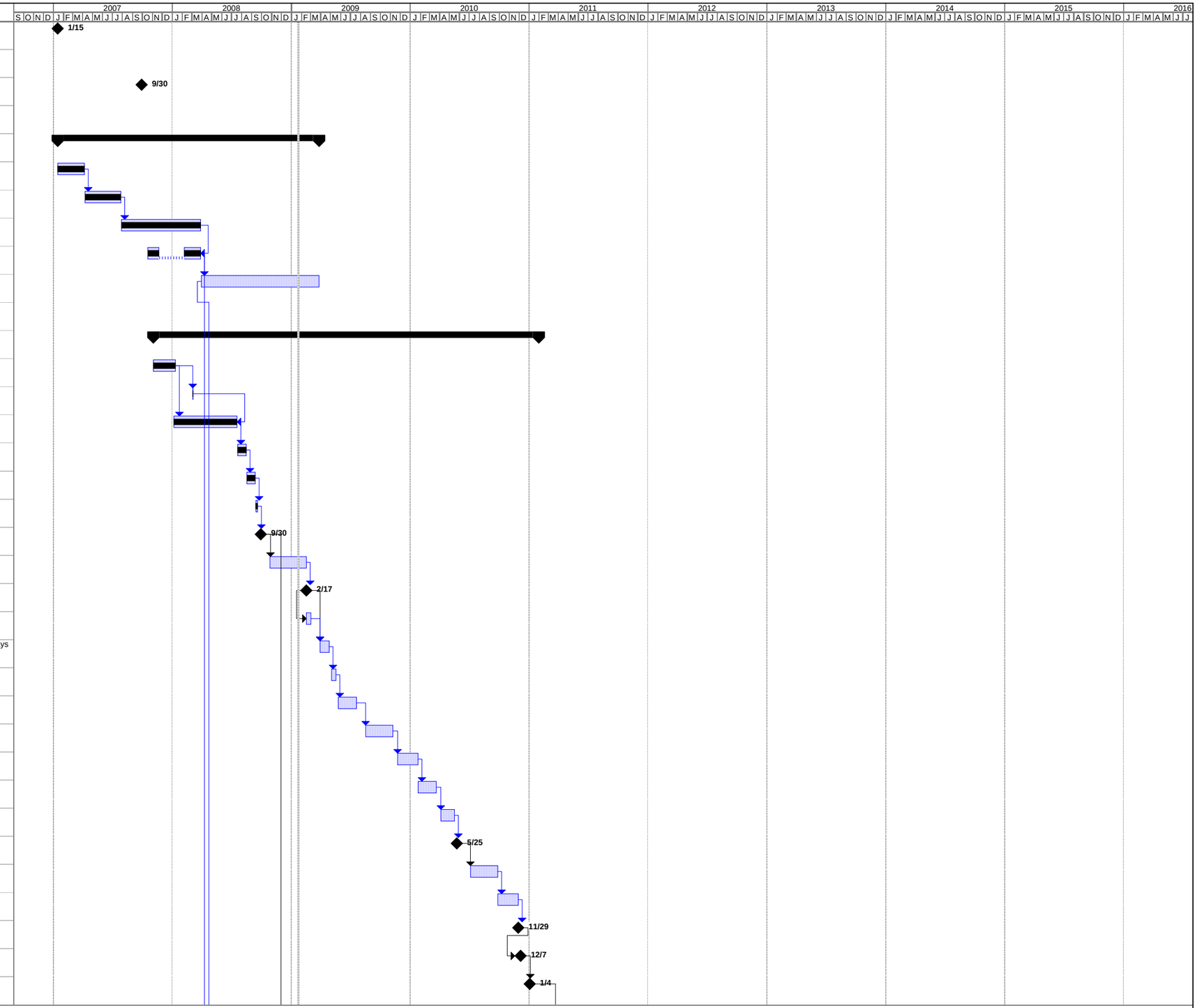
- Proposals for acquiring the project sites are being developed and are expected to be sent to the respective property owners by the end of March.

II Costs
The following are costs incurred through December 2008:

Direct Costs	$ 9,338,370
Overheads	$ 777,011
AFUDC	$ 565,178
Total	$10,680,558

Attachment 1

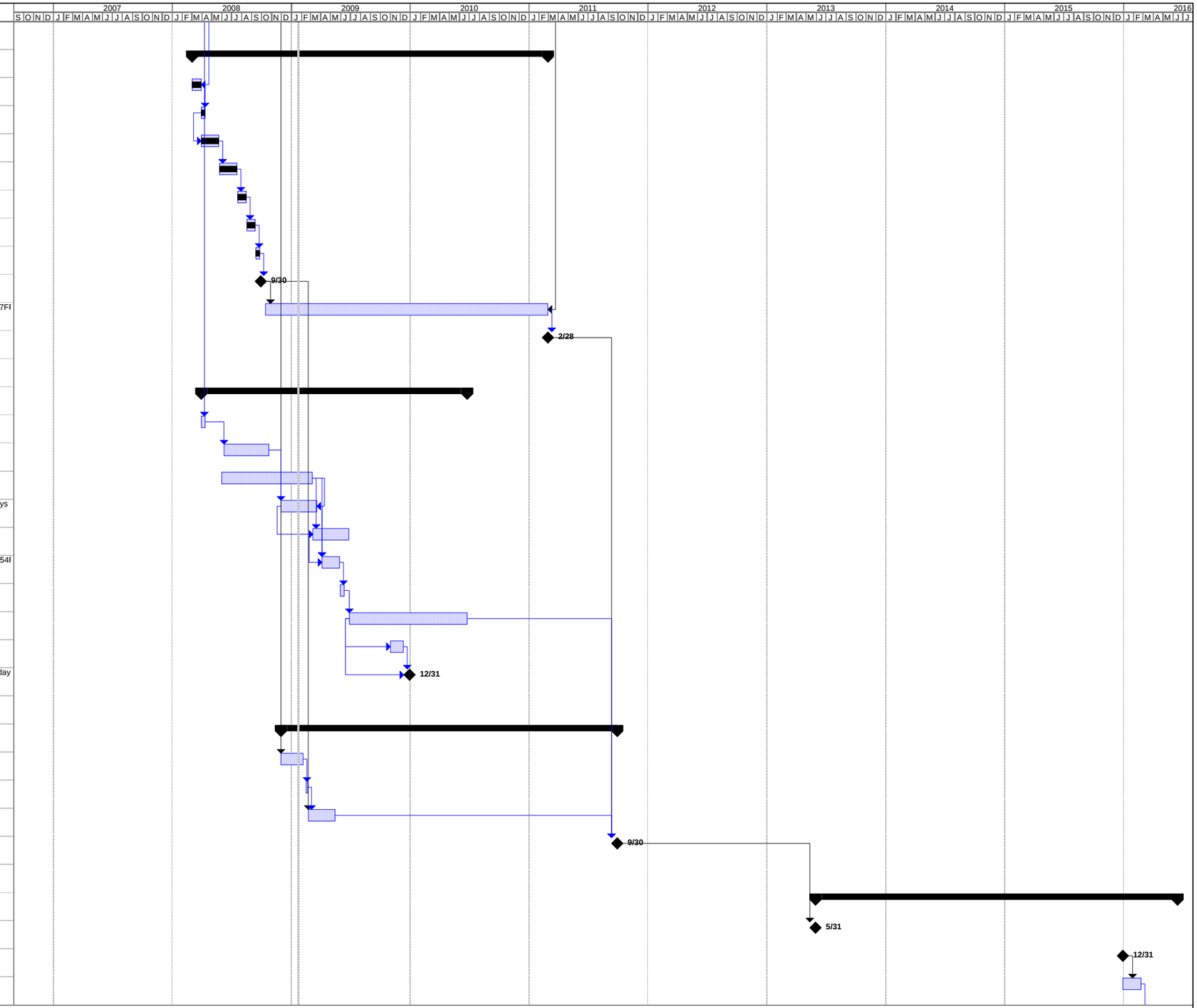
ID	Task Name	Duration	Start	Finish	Predecessors
1	**Project Description**	**0 days**	**Mon 1/15/07**	**Mon 1/15/07**	
3					
4	**Preliminary Conceptual Design**	**0 days**	**Sun 9/30/07**	**Sun 9/30/07**	
6					
7	**Siting**	**576 days**	**Mon 1/15/07**	**Fri 3/27/09**	
8	Identify potential sites	60 days	Mon 1/15/07	Fri 4/6/07	2
9	Shortlist Sites	80 days	Mon 4/9/07	Fri 7/27/07	8
10	Identify Site	176 days	Mon 7/30/07	Fri 3/28/08	9
11	Prepare proposal	60 days	Fri 10/19/07	Fri 3/28/08	10FF
12	Negotiations	260 days	Mon 3/31/08	Fri 3/27/09	11
13					
14	**Draft EIS**	**846 days**	**Mon 11/5/07**	**Mon 1/31/11**	
15	Prepare EAF	50 days	Mon 11/5/07	Fri 1/11/08	
16	DEIS Kick-off	1 day	Wed 3/5/08	Wed 3/5/08	15
17	Prepare (preliminary) Draft DEIS	140 days	Mon 1/7/08	Fri 7/18/08	16FF,15
18	(Prelim.) DEIS Review (Team)	20 days	Mon 7/21/08	Fri 8/15/08	17
19	(Prelim.) DEIS Revisions/Final Draft Prep.	20 days	Mon 8/18/08	Fri 9/12/08	18
20	Final (Prelim.) draft DEIS Review (Team)	5 days	Mon 9/15/08	Fri 9/19/08	19
21	Submit (Prelim.) DEIS	0 days	Tue 9/30/08	Tue 9/30/08	20
22	Notice of Lead Agency Issued	80 days	Tue 10/28/08	Mon 2/16/09	21FS+20 days
23	Lead Agency Established	20 days	Tue 2/17/09	Mon 3/16/09	22
24	Prepare Scoping Document	10 days	Tue 2/17/09	Mon 3/2/09	23SS
25	LA Scoping Document Review	20 days	Tue 3/31/09	Mon 4/27/09	24,23FS+10 days
26	Finalize Scoping Document	10 days	Tue 5/5/09	Mon 5/18/09	25FS+5 days
27	Public Review Scope	40 days	Tue 5/26/09	Mon 7/20/09	26FS+5 days
28	DEIS Revisions	60 days	Tue 8/18/09	Mon 11/9/09	27FS+20 days
29	Lead Agency Review DEIS	45 days	Tue 11/24/09	Mon 1/25/10	28FS+10 days
30	DEIS Revisions	40 days	Tue 1/26/10	Mon 3/22/10	29
31	Lead Agency Review DEIS	30 days	Tue 4/6/10	Mon 5/17/10	30FS+10 days
32	DEIS Notice of Completion Issued	10 days	Tue 5/25/10	Mon 6/7/10	31FS+5 days
33	DEIS Public Review	60 days	Tue 7/6/10	Mon 9/27/10	32FS+20 days
34	Draft FEIS Prep.	45 days	Tue 9/28/10	Mon 11/29/10	33
35	Submit FEIS	0 days	Mon 11/29/10	Mon 11/29/10	34
36	FEIS Notice of Completion	20 days	Tue 12/7/10	Mon 1/3/11	35FS+5 days
37	Issue Findings Statement	20 days	Tue 1/4/11	Mon 1/31/11	36



Project: UWNY LTWS Project Schedul
Date: Wed 1/21/09

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

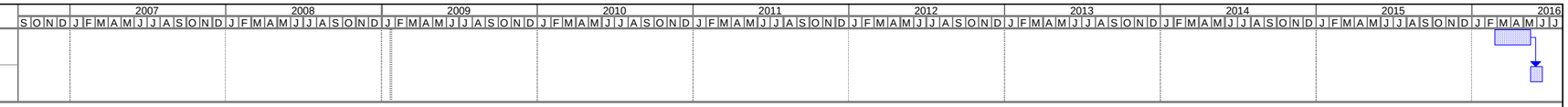
ID	Task Name	Duration	Start	Finish	Predecessors
38					
39	**Environmental Permits**	**781 days**	**Mon 3/3/08**	**Mon 2/28/11**	
40	Develop permit list	20 days	Mon 3/3/08	Mon 3/31/08	12SF
41	Review and approve permit list	10 days	Mon 3/31/08	Fri 4/11/08	40
42	Agency Meetings	40 days	Mon 3/31/08	Fri 5/23/08	41SS
43	Prepare draft Envl. Permits	40 days	Mon 5/26/08	Fri 7/18/08	42
44	Review draft Envl. Permits (Team)	20 days	Mon 7/21/08	Fri 8/15/08	43
45	Revise draft Envl. Permits	20 days	Mon 8/18/08	Fri 9/12/08	44
46	Final draft Envl. Permit Review (Team)	10 days	Mon 9/15/08	Fri 9/26/08	45
47	Submit Permit Applications	0 days	Tue 9/30/08	Tue 9/30/08	46
48	Permit Review	620 days	Tue 10/14/08	Mon 2/28/11	47FS+5 days,37FF
49	Permits Issued	0 days	Mon 2/28/11	Mon 2/28/11	48
50					
51	**Pilot Testing**	**585 days**	**Mon 3/31/08**	**Fri 6/25/10**	
52	Site Pilot Plant	10 days	Mon 3/31/08	Fri 4/11/08	11
53	Procure EPC Firm	100 days	Mon 6/9/08	Fri 10/24/08	52
54	Permitting	200 days	Mon 6/2/08	Fri 3/6/09	
55	Design & Engineering	80 days	Mon 12/1/08	Fri 3/20/09	53,54FF+10 days
56	Procurement	80 days	Mon 3/9/09	Fri 6/26/09	55SS,54
57	Installation	40 days	Mon 4/6/09	Fri 5/29/09	56SS+10 days,54F
58	Startup/Testing	10 days	Mon 6/1/09	Fri 6/12/09	57
59	Pilot Testing	260 days	Mon 6/29/09	Fri 6/25/10	58FS+10 days
60	Develop Pilot Testing Report	30 days	Mon 11/2/09	Fri 12/11/09	59SS+90 days
61	Submit Report to PSC	0 days	Thu 12/31/09	Thu 12/31/09	59SS,60FS+5 day
62					
63	**Design**	**739 days**	**Mon 12/1/08**	**Fri 9/30/11**	
64	RFP Develop	50 days	Mon 12/1/08	Fri 2/6/09	21
65	Issue RFP	5 days	Mon 2/16/09	Fri 2/20/09	64FS+5 days
66	Retain Design Firm	60 days	Mon 2/23/09	Fri 5/15/09	47,65
67	Submit 50% Design	0 days	Fri 9/30/11	Fri 9/30/11	49,66,59
68					
69	**Construction**	**794 days**	**Fri 5/31/13**	**Wed 6/15/16**	
70	Begin Construction	0 days	Fri 5/31/13	Fri 5/31/13	67
71	In Service	0 days	Thu 12/31/15	Thu 12/31/15	
72	Testing	40 days	Thu 12/31/15	Wed 2/24/16	71



Project: UWNY LTWS Project Schedul
Date: Wed 1/21/09

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

ID	Task Name	Duration	Start	Finish	Predecessors
73	Punchlist	60 days	Thu 2/25/16	Wed 5/18/16	72
74	Closeout	20 days	Thu 5/19/16	Wed 6/15/16	73



Project: UWNY LTWS Project Schedul
Date: Wed 1/21/09

Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

Attachment 2

Michael J. Pointing
Vice President & General Manager

UNITED WATER NEW YORK INC.
360 West Nyack Road
West Nyack, NY 10994
telephone 845 620 3312
facsimile 845 620 3311
e-mail Michael.Pointing@UnitedWater.com

December 30, 2008

VIA HAND DELIVERY

Honorable Jaclyn A. Brilling
Secretary
New York State Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Case 06-W-0131 – Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of United Water New York Incorporated for Water Service; Case 06-W-0244 – Joint Petition of United Water New York Incorporated and United Water South County for Approval of a Certificate of Merger With United Water New York Inc. Being the Surviving Corporation 2-28-06

Dear Secretary Brilling:

On December 14, 2006, the New York State Public Service Commission ("Commission") adopted a Joint Proposal regarding the merger of United Water New York Incorporated and United Water South County (collectively, "United Water") and the establishment of a three-year rate plan.[1] As part of the Joint Proposal, United Water agreed to develop and implement a long-term major water supply project (the "Project") with a year-end 2015 in-service date.[2] The Joint Proposal contains a number of Project milestone commitments.[3] This letter provides a brief status report regarding such milestones.

In accordance with the Project milestones, United Water filed with the Commission a Project description on January 15, 2007 and a preliminary conceptual design on September 30, 2007. United Water decided to undertake pilot testing for the Project. Facilities associated with the pilot testing, which would be located in the Town of Haverstraw, Rockland County, New York, require local land use approval and certain authorizations. Accordingly, between June 24, 2008 and July 3, 2008, United Water filed applications relative to the pilot testing with the Town of Haverstraw Town Board, Planning Board, Zoning Board of Appeals and Architectural Review Board. In the applications, United Water explained that the pilot testing for the Project is a Type II action under the

---

1 Case 06-W-0131 – Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of United Water New York Incorporated for Water Service; Case 06-W-0244 – Joint Petition of United Water New York Incorporated and United Water South County for Approval of a Certificate of Merger With United Water New York Inc. Being the Surviving Corporation 2-28-06, Order Approving Merger and Adopting Three-Year Rate Plan, at 36, 44-45 (Dec. 14, 2006).

2 Id., Joint Proposal at 11.

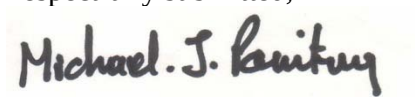
3 Joint Proposal at Appendix 11, p. 2.

State Environmental Quality Review Act ("SEQRA").[4] On July 9, 2008, United Water representatives provided copies of the applications to the New York State Department of Environmental Conservation ("NYSDEC"). The Town of Haverstraw Town Board held a public hearing on United Water's special permit application on July 14, 2008. United Water also filed a Draft Environmental Impact Statement and a Joint Permit Application for the Project by September 30, 2008 as contemplated by the milestones. The NYSDEC has yet to classify United Water's Joint Permit Application as a Type II action under SEQRA.

The next Project milestone in the Joint Proposal is the completion of pilot plant studies, if required, by December 31, 2009. United Water currently anticipates that pilot plant studies may last for a year. In light of the fact that the NYSDEC processes are still in progress, even if the NYSDEC were to immediately determine the pilot study to be a Type II action under SEQRA and United Water could commence actions in furtherance of the study upon the determination, it is possible that pilot testing would not be completed by December 31, 2009. United Water will, of course, continue to use its best efforts to complete pilot testing by December 31, 2009. United Water remains committed to the Project and will continue to provide periodic status reports to the Commission and the parties.

Should you have any questions regarding the Project, please contact me.

Respectfully submitted,



Michael J. Pointing
Vice President & General Manager

cc: Mr. James Austin
Mr. James Evensen
Mr. Kevin Manz
William Little, Esq.
Saul Rigberg, Esq.
Lawrence Weintraub, Esq.
Distribution/Active Party Service List

[4] As you know, Type II actions are those actions which "have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, article 8" and "are not subject to review under [SEQRA]," assuming that the proposed action does not meet or exceed any of the listed Type I thresholds. 6 NYCRR §§ 617.4 and 617.5(a) and (c). Type II actions do not require the preparation of an environmental impact statement or any other SEQRA documents.

Appendix O

UNITED WATER
Sameet Master ; P.E.
700 Kinderkamack Rd
Oradell, NJ 07649
WWW.UNITEDWATER.COM

VIA FEDERAL EXPRESS

June 15, 2009

Mr. Jeremy Rosenthal
Project Manager
Division of Environmental Permits
New York State Department of Environmental Conservation
625 Broadway
Albany, New York 12233

Reference: United Water New York Inc.
Joint Application for Permit for Pilot Plant
UWNY's Haverstraw Water Supply Project
DEC# 3-3922-00217
Supplemental Information

Dear Mr. Rosenthal:

United Water New York Inc. ("United Water") proposes to relocate some components of the temporary pilot plant ("Pilot Plant") for United Water's long-term Haverstraw Water Supply Project ("Full-Scale Facility"). As representatives of United Water have discussed with the New York State Department of Environmental Conservation ("NYSDEC"), these proposed changes are necessary in order for United Water to comply with its dual obligations to: (1) incur only those costs that are reasonable and necessary; and (2) meet the approaching New York State Public Service Commission deadline for having the Full-Scale Facility in operation.

No changes are proposed to United Water's approach or methodology for conducting the Pilot Study. The purpose of the Pilot Plant remains information collection, data collection, research and analysis. During the Pilot Study, 200 to 340 gallons per minute of water will be withdrawn from the Hudson River to assess treatment methods to determine the optimal sequence and processes for producing potable water for Rockland County. United Water will also use the Pilot Study to gather information on ambient water quality and treatment methods, and to support environmental permit applications for the Full-Scale Facility.

This letter provides: (1) information describing the proposed changes to the Pilot Plant; (2) the proposed relocation of the pipeline to transport raw water to the Pilot Plant ("Raw Water Pipeline"); and (3) the information you requested regarding the volume of fill to be placed in the Hudson River. Engineering drawings are provided in Attachment 1; figures are provided in Attachment 2; and tables are provided as Attachment 3.

Proposed Changes to the Location of Pilot Plant and Intake Line

United Water has identified a different location to house the Pilot Plant testing equipment, which will eliminate the need to construct a new building at the U.S. Gypsum ("USG") site in the Town of Haverstraw. The Pilot Plant testing equipment will be located in an existing, vacant building on Carol Avenue[1] in the Village of West Haverstraw. The building on Carol Avenue has all of the necessary infrastructure and utility services to meet the needs of the Pilot Plant. These changes will minimize disturbance in the area adjacent to the Hudson River. Drawing 1 shows the location of the Raw Water Pipeline and the discharge line to an existing Haverstraw Joint Regional Sewer Board line.

The two raw water abstraction pumps, one of which is for stand-by purposes, and other ancillary equipment (collectively, "Pumping Station") and the intake pipeline equipped with a wedge-wire screen (collectively, "Intake Line") will remain at the USG site (See Drawing 2). The Pumping Station will be located on gravel or stone within a secured fenced area on the USG site (See Drawing 3).

As shown in Drawing 4 and on Figure 1, there will also be some minor changes to the configuration of the piping for the Intake Line from the Pumping Station to its terminus (at the wedge-wire screen) compared to alignments presented in earlier submissions (see Figure 2 and Drawings 5 and 6). Drawing 7 provides construction details for the Intake Line. The location of the wedge-wire screen itself has not changed. The minor changes in the orientation of the Intake Line will result in a decrease in the length of pipe and in the amount of fill being placed in the River, as discussed below. Figure 3 shows the revised location of the Intake Line in relation to submerged aquatic vegetative beds.

Proposed Changes to the Location of the Raw Water Pipeline

As a result of the relocation to the Carol Avenue site (approximately 1.5 miles from the USG site), the source water will be transported from the Pumping Station to the Pilot Plant's testing equipment via a Raw Water Pipeline (also referred to as the Force Main) (see Drawings 8 through 19). The Raw Water Pipeline will be installed in an existing United Water easement that runs along Grassy Point/Beach Road south from the USG site, west on Railroad Avenue and then north on Carol Avenue to the Pilot Plant (See Figure 4); a short run of the pipeline (approximately 90 feet) will be attached to the underside of the existing bridge crossing Minisceongo Creek. The Rockland County Highway Department is working with United Water to grant the necessary approvals to attach this section of the Raw Water Pipeline to the bridge.

The engineering drawings referenced above and Figure 5 show that the Raw Water Pipeline will not result in the disturbance of any freshwater wetlands mapped in accordance with

[1] Some drawings and figures use the designation Carol Street.

6 NYCRR § 664.7 or of areas adjacent to those wetlands. Figures 6 and 7 show the location of other wetlands in the general vicinity of the Raw Water Pipeline.

Information Regarding Structure/Fill in the River

Several weeks ago, you requested additional information concerning the length of the Intake Line and the total amount of fill to be placed in the Hudson River. At the time, you requested clarification on the figure included in United Water's October 2008 response to NYSDEC's request for additional information and the drawings (see drawing 5) included in the Nationwide Permit issued by the United States Army Corps of Engineers in February 2009 (see Drawing 6).

As indicated above, the Intake Line now has a slightly different orientation from the Pumping Station to its terminus (at the wedge-wire screen) (see Drawing 4 and Figure 1). The result is a decrease in both the length of pipe and volume of fill to be temporarily placed in the Hudson River. Table 1, included in Attachment 2, provides the information you originally requested. Table 2 provides the same information for the current configuration of the Intake Line, as shown on Drawing 4 and Figure 1.

In conclusion, the proposed changes to the Intake Line alignment and the location of the Raw Water Pipeline will result in less fill material being placed in the Hudson River and will not result in any disturbance to wetlands or their adjacent areas. United Water looks forward to the opportunity to review these proposed changes during our meeting scheduled for June 18, 2009. If you have any questions regarding this information in the interim, please do not hesitate to contact me at (201) 634-4232.

Respectfully submitted,

Sameet Master

Sameet Master, P.E.
Project Manager

CC: Betty Ann Hughes, NYSDEC
Stacey M. Jensen, USACOE
Margaret Duke, NYSDEC Region 3
Jack Isaacson, NYSDEC Region 3
Craig Spitz, USACOE
Rebecca Newell, NYSDOS
Jeffrey Zappieri, NYSDOS

Robert J. Alessi, Esq., D&L
John Dillon, Esq., United Water
Steven Garabed, United Water
Fred Jacobs, AKRF
Maureen V. Heimbuch, AKRF

LIST OF DRAWINGS

Drawing 1	Grading & Utility Partial Plan	Drawing 55
Drawing 2	Site Plan	Drawing C-101
Drawing 3	Enlarged Site Plan – U.S. Gypsum Site	Sheet No. C-102
Drawing 4	Intake Pipe Plan	Sheet No. C-105
Drawing 7	Intake Pipe Details	Sheet No. C-107
Drawing 8	Intake Force Main Alignment Plan I	Sheet No. C-201
Drawing 9	Intake Force Main Alignment Plan II	Sheet No. C-202
Drawing 10	Intake Force Main Plan and Profile I	Sheet No. C-203
Drawing 11	Intake Force Main Plan and Profile II	Sheet No. C-204
Drawing 12	Intake Force Main Plan and Profile III	Sheet No. C-205
Drawing 13	Intake Force Main Plan and Profile IV	Sheet No. C-206
Drawing 14	Intake Force Main Plan and Profile V	Sheet No. C-207
Drawing 15	Intake Force Main Plan and Profile VI	Sheet No. C-208
Drawing 16	Intake Force Main Plan and Profile VII	Sheet No. C-209
Drawing 17	Intake Force Main Plan and Profile VIII	Sheet No. C-210
Drawing 18	Intake Force Main Plan and Profile IX	Sheet No. C-211
Drawing 19	Intake Force Main Plan and Profile X	Sheet No. C-212

LIST OF FIGURES

Figure 1	Raw Water Pump Station & Intake Line – Current Alignment
Figure 2	Raw Water Pump Station & Intake Line – Prior Alignment
Figure 3	Submerged Aquatic Vegetation in the Vicinity of the Intake Line for Pumping Station
Figure 4	Raw Water Pipeline Route
Figure 5	Raw Water Pipeline Route – 6NYCRR Designated §664.7 Freshwater Wetlands
Figure 6	Raw Water Pipeline Route – NWI Wetlands
Figure 7	Raw Water Pipeline Route – Other Mapped NYSDEC Wetlands

LIST OF TABLES

Table 1	Volume of Intake Materials Calculations - Earlier Alignments
Table 2	Volume of Intake Materials Calculations - Current Alignment

Appendix P

The Haverstraw Water Supply Project

Ensuring Rockland's Water Supply

Steering Committee Meeting
December 9, 2009

www.unitedwater.com/hwsp

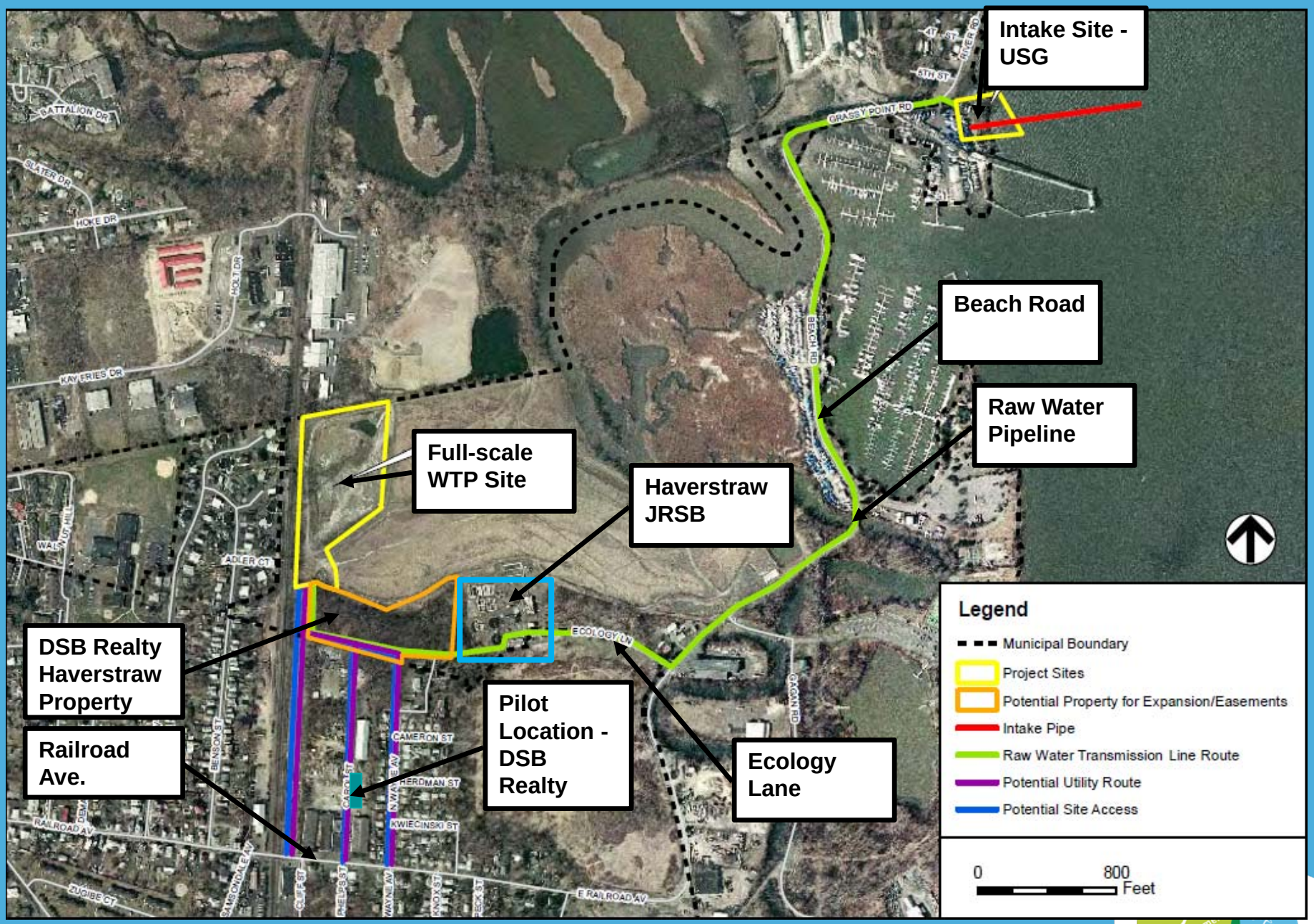
Agenda

- Project Status
  - Pilot Study
  - DEIS
  - PSC Milestones
- Property Acquisition
- Outreach and External Affairs
- Risks/Opportunities
- Next Steps
- Meeting Objectives:
  - Obtain Steering Committee direction for the DSB Properties.
  - Update the Steering Committee on the Project status.

Project Status

Pilot Study

Permit	Status
SEQRA Classification	Issued 1/09 – Type II
NYSDEC – Stream Disturbance, Navigable Waters, & Water Quality Cert.	Approved 11/09
USACOE – NWP #5 or #12	Approved 10/09
NYSDOS – Coastal Zone Consistency Certification	Approved 8/09
Haverstraw – Special Use Permit	Approved 6/09
Haverstraw – Site Plan	Approved 9/09 (Awaiting signed plan)
Haverstraw – Zoning Variances	Approved 9/09
Haverstraw – Architectural Review	Approved 9/09
Haverstraw – Building Permit	Application Submitted 10/09
JRSB – Industrial Discharge	Application Submitted 8/08
West Haverstraw – Site Plan	Approved 9/09
West Haverstraw – Building Permit	Application Submitted 10/09
Rockland County Highway Dept. Road Opening Permit	Approved 10/09


Intake Site - USG
Beach Road
Raw Water Pipeline
Full-scale WTP Site
Haverstraw JRSB
DSB Realty Haverstraw Property
Railroad Ave.
Pilot Location - DSB Realty
Ecology Lane
GRASSY POINT RD
BEACH RD
ECOLOGY LN
CAMERON ST
HERDMAN ST
KWIECINSKI ST
RAILROAD AV
E RAILROAD AV
Legend
Municipal Boundary
Project Sites
Potential Property for Expansion/Easements
Intake Pipe
Raw Water Transmission Line Route
Potential Utility Route
Potential Site Access
0
800
Feet

12/8/2009

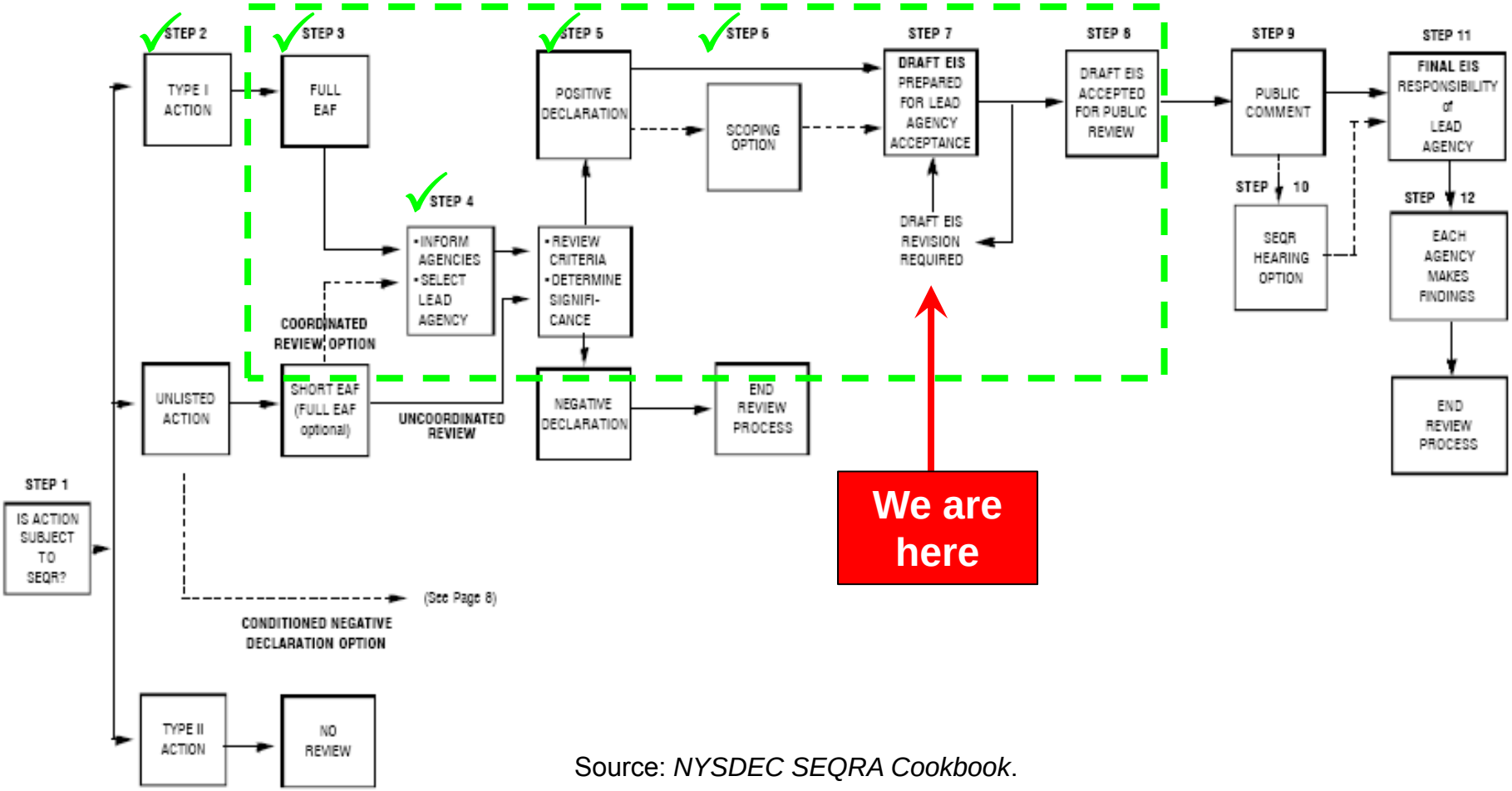
Pilot Study (cont'd.)

- Construction Status
  - Raw Water Pipeline
    - 8 week schedule
    - Construction start – approx. 12/21
  - Pilot Facility
    - 15 week schedule
    - Construction start – approx. 12/21
- Operations
  - Scheduled to begin in March 2010
  - Approx. 12 – 18 mo. duration

Draft Environmental Impact Statement Status

Date	Action
September 28, 2008	Draft Environmental Impact Statement ("DEIS") and environmental permit applications submitted
January 26, 2009	NYSDEC issues a lead agency coordination letter
April 2, 2009	NYSDEC declared itself as the lead agency, issues positive declaration, began public scoping period for DEIS
May 7, 2009	Public scoping sessions conducted in the Town of Haverstraw
May 29, 2009	Public scoping period ended
June 29, 2009	Final DEIS scope issued
June 30, 2009 - Present	UWNY updating DEIS to meet the final scope

Draft Environmental Impact Statement Status (cont'd.)



Source: *NYSDEC SEQRA Cookbook*.

Full-Scale Project Status

- Revise DEIS: Ongoing
  - Energy – reduce power imported from grid, and use green energy:
    - Wind – most viable option, however, site constraints may be limiting; potentially install turbines at other UWNY sites to offset HWSP energy demand.
    - Solar – not as efficient as wind, however, acceptable by public.
    - Landfill gas – quantity being determined, if available could power diesel engines.
    - Digester gas from JRSTP – quantity being determined , if available could power diesel engines.
    - Grid – backup to above energy sources; potentially enter into agreement to purchase energy from "green" supplier.
    - Diesel engines – may be required by DOH in the event of loss of grid
  - Aquatic sampling – show effectiveness of intake screens
    - Sampling performed in August 2009
    - Additional sampling required in March, April, and May 2010; possibly June/July 2010 as well, depending on weather and species available.
  - Submit revised DEIS to NYSDEC: approx. May 2010
  - DEIS determined by NYSDEC to be "complete": approx. Oct. 2010
  - Public Comment Period: approx. Oct. 2010 – Dec. 2010

Full-Scale Project Status (cont'd.)

- Begin local land-use approval process (i.e., site plan approval).
- Design/Engineering – CDM: Ongoing
  - Advance design to address scoping comments and begin site plan process.
- Complete property acquisitions: Ongoing

PSC Milestones

- 2006 Rate Order included a Joint Proposal that requires UWNY to develop a long-term water supply according established milestones

Milestone	Date	Status
Project Description to PSC	1/15/07	☑ – Milestone achieved
Preliminary Conceptual Design	9/30/07	☑ – Milestone achieved
Submit DEIS and all required environmental permit applications	9/30/08	☑ – Milestone achieved
Complete pilot plant studies, if required	12/31/09	Letter sent 12/27/2008
Obtain Environmental Permits	9/30/10	Letter sent 9/30/2009
Complete 50% design	9/30/11	Ongoing
Begin Construction	5/31/13	
In-service	12/31/15	

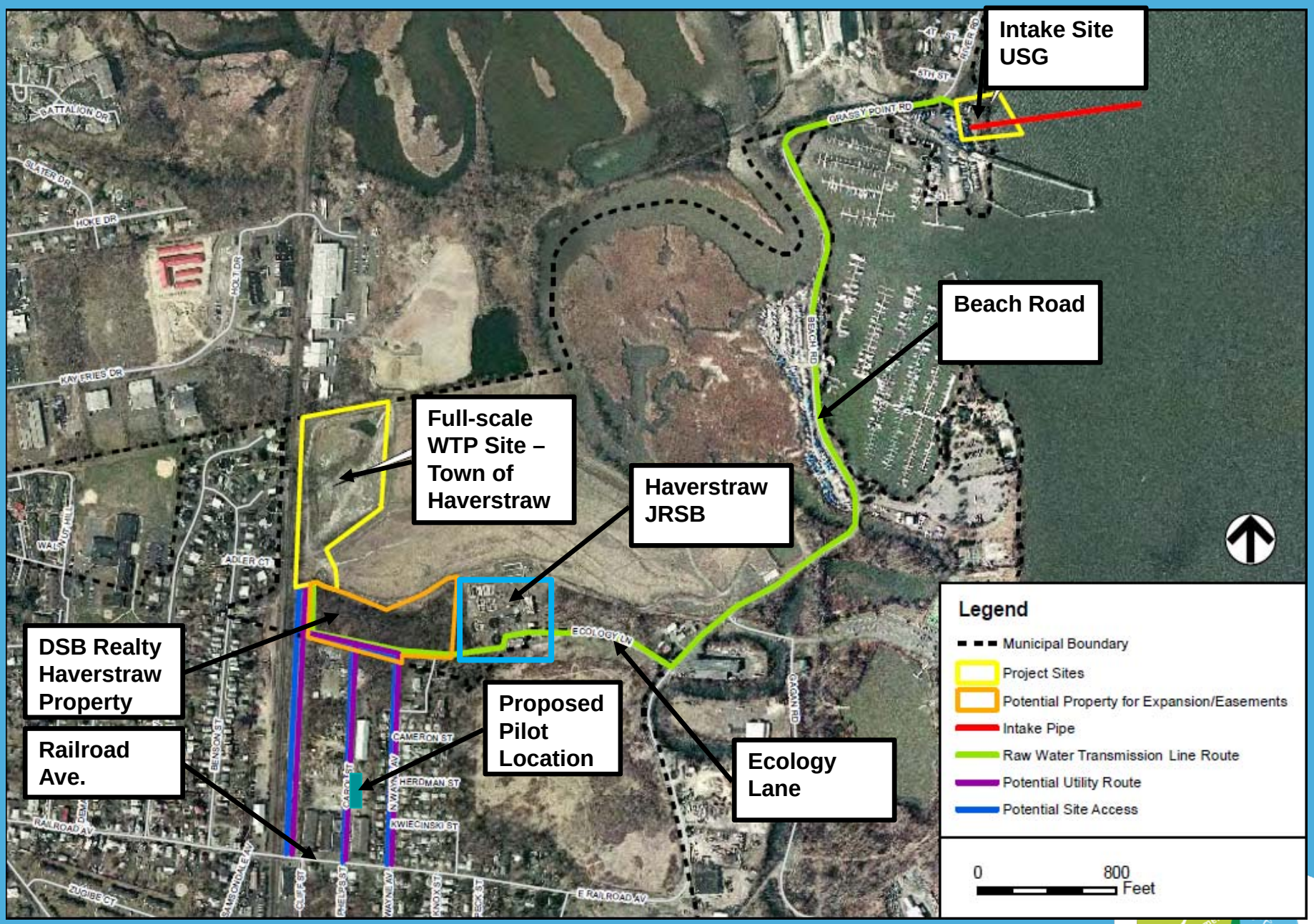
Property Acquisitions

Properties

- Pilot Study
  - Intake: U.S. Gypsum Property (Lease)
  - Raw Water Pipeline: Partially through Haverstraw Joint Regional STP (License)
  - Pilot Facility: DSB Realty Property (Lease)

- Full-Scale
  - Intake: U.S. Gypsum Property (Option)
  - Raw Water Pipeline & Utilities: Partially through Haverstraw Joint Regional STP (Option) and DSB Realty Property
  - Water Treatment Plant: Town of Haverstraw Property, adjacent to Haverstraw Landfill (Option)

- Option Strategy
  - U. S. Gypsum
  - Town of Haverstraw
  - JRSB
  - DSB Realty


Intake Site USG
Beach Road
Full-scale WTP Site – Town of Haverstraw
Haverstraw JRSB
DSB Realty Haverstraw Property
Railroad Ave.
Proposed Pilot Location
Ecology Lane
GRASSY POINT RD
BATTALION DR
SLATER DR
HOKE DR
KAY FRIES DR
ADLER CT
ECOLOGY LN
CAMERON ST
HERDMAN ST
KWIECINSKI ST
RAILROAD AV
E RAILROAD AV
Legend
Municipal Boundary
Project Sites
Potential Property for Expansion/Easements
Intake Pipe
Raw Water Transmission Line Route
Potential Utility Route
Potential Site Access
0
800
Feet

12/8/2009

DSB Realty - Full-Scale Facility

- Strategic Importance
  - WTP site is essentially land-locked. As discussed previously, alternative access routes pose additional risks and regulatory roadblocks.
  - DSB Realty's property will serve as the key access route to the WTP for:
    - Raw Water Pipe
    - Brine Pipe and Sludge Pipe to the JRSTP
    - Utilities, and
    - Construction and maintenance vehicles.
- Who is DSB Realty?
  - DSB Realty is a three-person limited liability corporation that has only been in business since 2005; has limited assets, etc.

DSB Realty - Full-Scale Facility (cont'd.)

- Risks
  - An option agreement may not adequately protect UWNY's interest in a property that is strategically critical to the overall success of the HWSP.
    - For example, DSB Realty could dissolve or file for bankruptcy.

- Potential Risk Mitigation
  1. Purchase immediately after environmental due diligence ($1,500K).
  2. Purchase Money Mortgage ("PMM").

- Purchase Money Mortgage
  - Definition: "A security device entered into when the seller of property, as opposed to a bank or financial institution, advances a sum of money or credit to the purchaser in return for holding the mortgage on the property."
  - A PMM would allow a special purpose company to take title to the property, make payments that are similar to option payments, but will also allow the UW entity to "give the property back" if the project does not move forward.

DSB Realty - Full-Scale Facility (cont'd.)

- Purchase Money Mortgage (cont'd)
  - Advantages – UW entity would immediately receive title (i.e., DSB Realty dissolution/bankruptcy risk would be mitigated), and secure property.
  - Disadvantages – UW entity would enter the chain of title for CERCLA purposes and incur some additional expenses.

    Note: Under a conventional option agreement, UWNY would enter into the chain of title for CERCLA purposes when the option is exercised.

- Proposed PMM Process
  - Enter into an option agreement placing $75K (Option payment for 2009) into escrow.
  - Complete environmental due diligence, including a Phase 2 site assessment.
  - Steering Committee review of environmental due diligence.
  - If agreement to proceed, create special purpose company / enter into PMM with DSB Realty.

Outreach and Communications

Support

- “We were very concerned with both public health and public safety implications of inadequate water supply capacity that could potentially result in a loss of system pressure.”

- “The important goal to the County is the necessity to move forward on a new water supply project …The County looks forward to meeting with all the parties and using our best efforts to make certain the residents of Rockland County have a safe and adequate supply of water, both now and into the future.”
  - County Attorney Patricia Zugibe, Letter dated October 22, 2009 to Parties to the 2006 Joint Proposal

- “…United Water has made a convincing case that purifying Hudson River water is the most reliable and cost effective option available.”
  - Bob Salmon, Letter to the Editor, Journal News, August 11, 2009
-
- “We must let the state Department of Environmental Conservation be the judge and not "special interest groups." … I urge our public officials to quickly approve this project…”
  - Diego Aviles, Letter to the Editor, Journal News, July 22, 2009

- “I sincerely hope …United Water's proposal gains government approval.”
  - Joe Beckerle, Letter to the Editor, Journal News, July 9, 2009

- Organizational Support from RBA and REDC

Understanding the Opposition

- Evolving messages
  - Ambrey Pond ⇨ No Action ⇨ Emergence of Lake Deforest Releases Argument

- Understanding the Opposition "Playbook"
  - Regional groups may not play as well in Rockland (Riverkeeper, Sierra Club, Food and Water Watch)
  - Waiting for the moment to strike: completion of the DEIS? Rate case?
  - Riverkeeper at RBA

- Apparent Handoff to Locals
  - Gaining traction
  - "Rockland Coalition for Sustainable Water" hosted County Executive debate.
  - Successful passage of resolution in opposition to project in 2 towns. Efforts underway to prevent passage in other 2 towns.
  - Getting key meetings with decision makers.
  - Newspaper articles, letters to the editor, blogs

Advantages and Disadvantages

- Opposition Advantages
  - Pervasive
  - Energetic
  - Dedicated

- Opposition Disadvantages
  - Limited Resources
  - Exhaustion Factor
  - Changing Messages

- UW's Advantages
  - Speak from Position of Knowledge
  - Resources- communications plan, tap experts
  - Ability to reach greater numbers with our messages

- UW's Disadvantages
  - Grassroots organization

Communications and Outreach Response

- Outreach
  - Presentations to elected officials
  - Presentations to interveners
  - Presentations to civic and neighborhood organizations
  - Presentations to business associations
  - Community events
  - Ongoing discussions with regulators

- Communications
  - Customer and Internal UWNY Newsletter
  - TV and radio spots
  - Letters to editor, community views
  - Direct mail postcards
  - E-mail newsletter to Rockland residents
  - Brochures
  - Media discussions, editorial boards

- Commissioned study on Lake DeForest releases

- National Academy of Sciences

- Preparation of white papers – source water and treatment process

The HWSP and the UWNY Rate Case

- UWNY continues to update parties to the 2006 Joint Proposal
  - 12/31/08: letter to the Parties indicated that pilot testing milestone would not be met
  - 07/22/09: meeting with the Parties
    - Further reminder that due to protracted permitting process, completion of pilot testing could not be completed by target deadline
    - General understanding that UWNY remains committed to the HWSP- Supervisor St. Lawrence speaks in support
  - 10/09: Sup. St. Lawrence intervenes in current UWNY rate case
  - 10/28/09: Town of Ramapo passes resolution opposing HWSP
  - 11/10/09: Town of Stony Point passes resolution opposing HWSP
  - Efforts to stop passage in other towns: Ongoing
  - 12/09: UWNY will write to the Parties once again regarding the pilot milestone
  - UW will initiate discussions with PSC staff on CSL and best efforts re: current rate case
  - Internal discussion re: possibility of Sup. Phillips and RBA intervening
  - Riverkeeper and/or other opposition may intervene in an attempt to halt the project

The Haverstraw Water Supply Project

Ensuring Rockland's Water Supply

Steering Committee Meeting
December 9, 2009

www.unitedwater.com/hwsp

Appendix Q

INVOICE Date	Invoice	Project #	Page #	Amount GL
12/7/2009	80332292/1	74354	3142-3145	$31,284.99
1/20/2010	80336159/2	74354	3146-3153	$101,654.42
3/9/2010	80339712/3	74354	3154-3161	$156,610.46
4/30/2010	8034860/6	74354	3215-3242	$378,067.85
5/24/2010	80345457/7	74354	3168-3191	$230,111.28
6/11/2010	80346996/8	74354	3192-3214	$343,363.08
7/29/2010	80350917/10	74354	3243-3324	$253,985.74
9/23/2010	80355344/11	74354	3325-3376	$434,391.55
1/29/2011	80365493/12	74354	3377-3391	$3,235.01
1/29/2011	80365493/12	74354		$35,437.05
1/29/2011	80365493/12	74354		$74,951.23
1/29/2011	80365493/12	74354		$382,957.73
1/29/2011	80365493/12	74354		$15,072.40
4/1/2011	80370054/13	74354	3392-3499	$72,552.96
4/1/2011	80370054/13	74354		$705.46
4/1/2011	80370054/13	74354		$16,752.14
4/1/2011	80370054/13	74354		$148,880.38
4/14/2011	80371140/14	74354	3500-3586	$77,135.57
4/14/2011	80371140/14	74354		$1,446.06
4/14/2011	80371140/14	74354		$114,485.50
5/18/2011	80373773/15	74354	3676-3728	$50,069.08
5/18/2011	80373773/15	74354		$62,360.43
5/18/2011	80373773/15	74354		$414.02
5/18/2011	80373773/15	74354		$525.02
5/18/2011	80373773/15	74354		$91,017.09
6/29/2011	80376786/17	74354	3729-3822	$62,569.23
6/29/2011	80376786/17	74354		$48,413.44
6/29/2011	80376786/17	74354		$132.60
6/29/2011	80376786/17	74354		$519.62
6/29/2011	80376786/17	74354		$108,246.04
6/29/2011	80376786/17	74354		$1,775.64
7/18/2011	80378474/18	74354	3587-3675	$54,535.25
7/18/2011	80378474/18	74354		$43,533.96
7/18/2011	80378474/18	74354		$1,309.55
7/18/2011	80378474/18	74354		$5,374.31
7/18/2011	80378474/18	74354		$82,059.45
8/15/2011	80380570/19	74354	3823-3932	$33,289.95
8/15/2011	80380570/19	74354		$57,924.34
8/15/2011	80380570/19	74354		$37,125.69
8/15/2011	80380570/19	74354		$110,579.52
9/20/2011	80383525/20	74354	3393-3939	$32,750.40
9/20/2011	80383525/20	74354		$49,501.68
9/20/2011	80383525/20	74354		$50,064.42
9/20/2011	80383525/20	74354		$208,064.88

10/17/2011	80407801/21	74354	4011-4038	$38,389.71
10/17/2011	80407801/21	74354		$40,307.41
10/17/2011	80407801/21	74354		$2,384.30
10/17/2011	80407801/21	74354		$4,733.29
10/17/2011	80407801/21	74354		$293,847.87
11/26/2011	80411989/22	74354	4039-4145	$17,375.95
11/26/2011	80411989/22	74354		$62,451.99
11/26/2011	80411989/22	74354		$14,118.62
11/26/2011	80411989/22	74354		$239.97
11/26/2011	80411989/22	74354		$390,606.33
12/13/2011	80413366/23	74354	4226-4294	$758.90
12/13/2011	80413366/23	74354		$13,691.09
12/13/2011	80413366/23	74354		$77,988.82
12/13/2011	80413366/23	74354		$23,528.78
12/13/2011	80413366/23	74354		$173,523.46
12/13/2011	80413366/23	74354		$40,117.36
12/28/2011	80414710/24	74354	3940-4010	$27,902.95
12/28/2011	80414710/24	74354		$26,395.01
12/28/2011	80414710/24	74354		$7,817.91
12/28/2011	80414710/24	74354		$5,283.46
12/28/2011	80414710/24	74354		$196,819.80
2/22/2012	80419667/25	74354	4220-4225	$636.38
2/22/2012	80419667/25	74354		$5,626.64
2/22/2012	80419667/25	74354		$115,373.29
2/22/2012	80419667/25	74354		$2,018.76
2/22/2012	80419667/25	74354		$211,177.80
2/22/2012	80419667/25	74354		$78,911.28
3/27/2012	80422623/26	74354	4325-4355	$775.87
3/27/2012	80422623/26	74354		$4,500.93
3/27/2012	80422623/26	74354		$60,930.29
3/27/2012	80422623/26	74354		$1,254.48
3/27/2012	80422623/26	74354		$208,617.89
3/27/2012	80422623/26	74354		$10,456.08
4/24/2012	80425254/27	74354	4295-4324	$5,212.50
4/24/2012	80425254/27	74354		$15,850.12
4/24/2012	80425254/27	74354		$49,069.74
4/24/2012	80425254/27	74354		$21,866.10
4/24/2012	80425254/27	74354		$157,078.12
4/24/2012	80425254/27	74354		$11,321.45
6/13/2012	80429803/28	74354	4356-4438	$1,806.38
6/13/2012	80429803/28	74354		$24,045.43
6/13/2012	80429803/28	74354		$10,092.33
6/13/2012	80429803/28	74354		$245,417.92
6/13/2012	80429803/28	74354		$33,806.91
7/11/2012	80432425/29	74354		$4,748.12
7/11/2012	80432425/29	74354		$29,008.00

7/11/2012	80432425/29	74354	4439-4441	$5,878.40
7/11/2012	80432425/29	74354		$199,370.49
7/11/2012	80432425/29	74354		$16,671.84
8/13/2012	80434906/30	74354	5421	$15,089.54
8/13/2012	80434906/30	74354		$16,044.57
8/13/2012	80434906/30	74354		$3,987.21
8/13/2012	80434906/30	74354		$201,888.77
8/13/2012	80434906/30	74354		$42,065.51
8/13/2012	80434906/30	74354		$2,684.25
8/22/2012	80435658/31	74354	5422-5428	$306.76
8/22/2012	80435658/31	74354		$4,345.19
8/22/2012	80435658/31	74354		$8,716.44
8/22/2012	80435658/31	74354		$369,791.81
8/22/2012	80435658/31	74354		$14,808.91
8/22/2012	80435658/31	74354		$14,500.65
8/22/2012	80435658/31	74354		$271.53
10/5/2012	80439658/32	74354	5429	$3,316.48
10/5/2012	80439658/32	74354		$4,000.79
10/5/2012	80439658/32	74354		$12,229.46
10/5/2012	80439658/32	74354		$503,380.59
10/5/2012	80439658/32	74354		$9,612.23
10/5/2012	80439658/32	74354		$2,187.90
1/23/2013	80446280/35	74354	5431	$230.06
1/23/2013	80446280/35	74354		$8,412.02
1/23/2013	80446280/35	74354		$637.36
1/23/2013	80446280/35	74354		$96,893.50
1/23/2013	80446280/35	74354		$853,386.33
1/23/2013	80446280/35	74354		$211,369.09
3/18/2013	80453518/36	74354	4615-4661	$9,537.00
3/18/2013	80453518/36	74354		$317.46
3/18/2013	80453518/36	74354		$126,004.65
3/18/2013	80453518/36	74354		$55,492.31
3/30/2013	80454994/38	74354	4681-4748	$4,069.60
3/30/2013	80454994/38	74354		$15,030.90
3/30/2013	80454994/38	74354		$475,760.33
3/30/2013	80454994/38	74354		$103,188.79
5/3/2013	80457890/39	74354	4749-4803	$105,146.90
5/3/2013	80457890/39	74354		$20,063.45
5/3/2013	80457890/39	74354		$521,927.04
5/3/2013	80457890/39	74354		$144,387.26
5/24/2013	80460068/40	74354	4804-4907	$5,193.58
5/24/2013	80460068/40	74354		$448,131.00
5/24/2013	80460068/40	74354		$75,114.30
5/24/2013	80460068/40	74354		$22,469.08
6/26/2013	80462571/41	74354	4908-5014	$800.00
6/26/2013	80462571/41	74354		$244,867.62

6/26/2013	80462571/41	74354		$87,273.81
6/26/2013	80462571/41	74354		$9,490.37
7/12/2013	80463938/42	74354		$10,259.31
7/12/2013	80463938/42	74354	5015-5097	$115,774.25
7/12/2013	80463938/42	74354		$9,463.18
7/20/2013	80465704/43	74354		$5,556.52
7/20/2013	80465704/43	74354	4526-4614	$49,703.95
7/20/2013	80465704/43	74354		$16,910.23
9/5/2013	80468719/44	74354	5432-5458	$20,123.21
3/27/2014	80485938/45	74354	[1]	$19,614.84
3/27/2014	80485938/45	74354	[1]	$26,635.22
3/27/2014	80485938/45	74354	[1]	$3,014.14
8/22/2014	80499888/48	74354	[1]	$25,526.99
8/22/2014	80499888/48	74354	[1]	$2,468.62
Subtotal		74354		$12,234,515.85
1/27/2009	60017070	69042	1265-1282	$35,932.20
2/24/2009	60017320	69042	1283-1299	$119,508.22
3/18/2009	60017599	69042	1300-1313	$65,619.96
5/18/2009	60018244	69042	1314-1320	$20,259.94
4/23/2009	60017943	69042	1321-1327	$63,157.15
6/16/2009	60018589	69042	5098-5104	$40,033.39
8/28/2009	60019485	69042	5109-5115	$78,606.43
7/28/2009	60019016	69042	5105-5108	$57,957.98
9/19/2009	60019664	69042	5116-5123	$84,501.50
10/26/2009	60020025	69042	5124-5131	$119,665.35
12/8/2009	60020533	69042	5132-5138	$73,518.64
2/3/2010	60021177	69042	5139-5147	$51,216.00
4/23/2010	60021957	69042	5148-5153	$53,537.11
3/18/2010	60021596	69042	5154-5159	$76,590.13
5/19/2010	60022274	69042	5234-5241	$29,040.00
6/16/2010	60022553	69042	5242-5244	$21,028.22
8/18/2010	60023275	69042	5342-5344	$2,971.78
7/20/2010	60022897	69042	5345-5349	$29,247.85
10/5/2010	60023896	69042	5355-5358	$1,608.16
12/17/2010	60024718	69042	5363-5368	$55,418.44
11/17/2009	60020248	69042	3134-3141	$94,849.54
Subtotal		69042		$1,174,267.99
12/23/2010	80024821	75145	5369-5420	$250,430.43
10/11/2010	60023939	75145	5359-5362	$126,680.89
8/31/2010	60023492	75145	5350-5354	$84,804.07
6/16/2010	60022560	75145	5245-5285	$124,257.55
5/13/2010	60022178	75145	5286-5341	$397,084.57

4/13/2010	60021801	75145	5160-5222	$450,262.22
3/9/2010	60021482	75145	5223-5233	$99,685.69
Subtotal		75145		$1,533,205.42
7/11/2008	80290576/1	65792	1255-1260	$5,805.96
8/18/2008	80293443/4	65792	1261-1264	$11,839.20
Subtotal		65792		$17,645.16
4/30/2010	80343861/2	75009	3165-3167	$3,035.57
2/26/2010	80339296/1	75009	3162-3164	$26,485.58

Subtotal	75009	$29,521.15

[1] Please note that the surcharge filing included invoices through 1/31/2014. As these invoices were received after that date, they do not appear in this Appendix Q. Copies of these invoices are attached as Appendix R.

Appendix R

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

M. Reyes

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

CONTACT : SAMEET MASTER
CONTACT#: 201-634-4232

PROFESSIONAL ENGINEERING SERVICES RELATED TO THE HAVERSTRAW WATER SUPPLY PROJECT D&E SERVICES PER AUTHORIZATIONS DATED NOVEMBER 13, 2009 & FEBRUARY 4, 2010 AND PROPOSAL DATED OCTOBER 21, 2009.

SERVICES FROM FEBRUARY 2, 2014 THROUGH AUGUST 2, 2014

PSC

Direct Labor

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
KELLY, K	ENEV.O.0663	29.0		95.74	$ 2,776.46
SMITH, K	ENCH.8.0649	14.0		67.57	$ 945.98
DAVIS, W	PLGN.8.0284	60.0		53.17	$ 3,190.20
PARKER, N	FNCA.7.0404	8.0		29.42	$ 235.36
Total:		111.0	0.0		$ 7,148.00
Direct Labor X 290%:					$ 20,729.20

Other Direct Costs

Cost Type	Amount
AUTO	$ 50.40
Total:	$ 50.40

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Intercompany Billings

Subconsultant	Amount
CDM COMPANIES (INTERNAL)	$ 4,747.39
Total:	$ 4,747.39

Outside Professionals

Subconsultant	Amount
MCLAREN ENGINEERING GROUP Prebill	$ 2,468.62
Total (Including 2% Mark-up):	$ 2,468.62

Total for PSC: $ **27,995.61**

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7651

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Total: $ 27,995.61

CDM Smith
110 Plaidcrest Avenue #8, 8th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

INVOICE

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

CCI COST ESTIMATING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	52,924.20
Other Direct Costs: $	0.00	Invoiced ITD: $	52,924.20
Outside Professionals: $	0.00		
		Total Contract Amount: $	99,800.00
Events: $	0.00	Balance Remaining: $	46,875.80
Total Due This Task: $	0.00	Percent Complete:	53.03%

CCI MANAGEMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	8,521.85
Other Direct Costs: $	0.00	Invoiced ITD: $	8,521.85
Outside Professionals: $	0.00		
		Total Contract Amount: $	23,800.00
Events: $	0.00	Balance Remaining: $	15,278.15
Total Due This Task: $	0.00	Percent Complete:	35.81%

CDM Smith
110 Fieldcrest Avenue #8, 8th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
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SAMEET MASTER
650 FROM ROAD
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PARAMUS, NJ 07652

INVOICE

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

CCI PREMOBILIZATION

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	742.50
Other Direct Costs: $	0.00	Invoiced ITD: $	742.50
Outside Professionals: $	0.00		
		Total Contract Amount: $	3,200.00
Events: $	0.00	Balance Remaining: $	2,457.50
Total Due This Task: $	0.00	Percent Complete:	23.20%

CCI PROCUREMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	96,328.68
Other Direct Costs: $	0.00	Invoiced ITD: $	96,328.68
Outside Professionals: $	0.00		
		Total Contract Amount: $	68,200.00
Events: $	0.00	Balance Remaining: $	-28,128.68
Total Due This Task: $	0.00	Percent Complete:	141.24%

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INVOICE

AUGUST 22, 2014

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DEIS PHASE 2

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	452,881.67
Other Direct Costs: $	0.00	Invoiced ITD: $	452,881.67
Outside Professionals: $	0.00		
		Total Contract Amount: $	452,882.00
Events: $	0.00	Balance Remaining: $	0.33
Total Due This Task: $	0.00	Percent Complete:	100.00%

DESIGN 10%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,176,267.11
Other Direct Costs: $	0.00	Invoiced ITD: $	1,176,267.11
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,176,267.00
Events: $	0.00	Balance Remaining: $	-0.11
Total Due This Task: $	0.00	Percent Complete:	100.00%

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INVOICE

AUGUST 22, 2014

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DESIGN 30%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	884,907.27
Other Direct Costs: $	0.00	Invoiced ITD: $	884,907.27
Outside Professionals: $	0.00		
		Total Contract Amount: $	884,907.00
Events: $	0.00	Balance Remaining: $	-0.27
Total Due This Task: $	0.00	Percent Complete:	100.00%

DESIGN 50%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	966,377.15
Other Direct Costs: $	0.00	Invoiced ITD: $	966,377.15
Outside Professionals: $	0.00		
		Total Contract Amount: $	966,377.00
Events: $	0.00	Balance Remaining: $	-0.15
Total Due This Task: $	0.00	Percent Complete:	100.00%

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INVOICE

AUGUST 22, 2014

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DESIGN 100%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,014,972.31
Other Direct Costs: $	0.00	Invoiced ITD: $	1,014,972.31
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,015,000.00
Events: $	0.00	Balance Remaining: $	27.69
Total Due This Task: $	0.00	Percent Complete:	100.00%

DEMO DB PILOT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	119,593.57
Other Direct Costs: $	0.00	Invoiced ITD: $	119,593.57
Outside Professionals: $	0.00		
		Total Contract Amount: $	0.00
Events: $	0.00	Balance Remaining: $	-119,593.57
Total Due This Task: $	0.00	Percent Complete:	

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INVOICE

AUGUST 22, 2014

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DESIGN DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,139,745.77
Other Direct Costs: $	0.00	Invoiced ITD: $	1,139,745.77
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,236,041.00
Events: $	0.00	Balance Remaining: $	96,295.23
Total Due This Task: $	0.00	Percent Complete:	92.21%

DOCUMENT MANAGE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	72,160.40
Other Direct Costs: $	0.00	Invoiced ITD: $	72,160.40
Outside Professionals: $	0.00		
		Total Contract Amount: $	72,161.00
Events: $	0.00	Balance Remaining: $	0.60
Total Due This Task: $	0.00	Percent Complete:	100.00%

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AUGUST 22, 2014

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ENERGY

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	46,175.50
Other Direct Costs: $	0.00	Invoiced ITD: $	46,175.50
Outside Professionals: $	0.00		
		Total Contract Amount: $	46,176.00
Events: $	0.00	Balance Remaining: $	0.50
Total Due This Task: $	0.00	Percent Complete:	100.00%

FEIS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	173,854.79
Other Direct Costs: $	0.00	Invoiced ITD: $	173,854.79
Outside Professionals: $	0.00		
		Total Contract Amount: $	173,972.00
Events: $	0.00	Balance Remaining: $	117.21
Total Due This Task: $	0.00	Percent Complete:	99.93%

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INVOICE

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FILE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	19,614.84
Other Direct Costs: $	0.00	Invoiced ITD: $	19,614.84
Outside Professionals: $	0.00		
		Total Contract Amount: $	0.00
Events: $	0.00	Balance Remaining: $	-19,614.84
Total Due This Task: $	0.00	Percent Complete:	

GEOTECHNICAL

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,051,790.92
Other Direct Costs: $	0.00	Invoiced ITD: $	1,051,790.92
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,051,815.00
Events: $	0.00	Balance Remaining: $	24.08
Total Due This Task: $	0.00	Percent Complete:	100.00%

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GEOTECHNICAL DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	173,043.38
Other Direct Costs: $	0.00	Invoiced ITD: $	173,043.38
Outside Professionals: $	0.00		
		Total Contract Amount: $	214,468.00
Events: $	0.00	Balance Remaining: $	41,424.62
Total Due This Task: $	0.00	Percent Complete:	80.68%

SYSTEM MODELING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	43,866.26
Other Direct Costs: $	0.00	Invoiced ITD: $	43,866.26
Outside Professionals: $	0.00		
		Total Contract Amount: $	43,867.00
Events: $	0.00	Balance Remaining: $	0.74
Total Due This Task: $	0.00	Percent Complete:	100.00%

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AUGUST 22, 2014

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MANAGEMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,096,507.08
Other Direct Costs: $	0.00	Invoiced ITD: $	1,096,507.08
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,096,509.00
Events: $	0.00	Balance Remaining: $	1.92
Total Due This Task: $	0.00	Percent Complete:	100.00%

MANAGEMENT DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	92,690.23
Other Direct Costs: $	0.00	Invoiced ITD: $	92,690.23
Outside Professionals: $	0.00		
		Total Contract Amount: $	115,572.00
Events: $	0.00	Balance Remaining: $	22,881.77
Total Due This Task: $	0.00	Percent Complete:	80.20%

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AUGUST 22, 2014

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PILOT OPERATIONS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	564,073.29
Other Direct Costs: $	0.00	Invoiced ITD: $	564,073.29
Outside Professionals: $	0.00		
		Total Contract Amount: $	564,154.00
Events: $	0.00	Balance Remaining: $	80.71
Total Due This Task: $	0.00	Percent Complete:	99.99%

PUBLIC OUTREACH

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	39,622.12
Other Direct Costs: $	0.00	Invoiced ITD: $	39,622.12
Outside Professionals: $	0.00		
		Total Contract Amount: $	39,622.00
Events: $	0.00	Balance Remaining: $	-0.12
Total Due This Task: $	0.00	Percent Complete:	100.00%

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INVOICE

AUGUST 22, 2014

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AGENCY PERMITS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	185,426.36
Other Direct Costs: $	0.00	Invoiced ITD: $	185,426.36
Outside Professionals: $	0.00		
		Total Contract Amount: $	195,000.00
Events: $	0.00	Balance Remaining: $	9,573.64
Total Due This Task: $	0.00	Percent Complete:	95.09%

LOCAL PERMITS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	368,992.49
Other Direct Costs: $	0.00	Invoiced ITD: $	368,992.49
Outside Professionals: $	0.00		
		Total Contract Amount: $	368,990.00
Events: $	0.00	Balance Remaining: $	-2.49
Total Due This Task: $	0.00	Percent Complete:	100.00%

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LOCAL PERMITS DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	534,742.00
Other Direct Costs: $	0.00	Invoiced ITD: $	534,742.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	133,645.00
Events: $	0.00	Balance Remaining: $	-401,097.00
Total Due This Task: $	0.00	Percent Complete:	400.12%

PILOT REPORTING 1

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	52,346.51
Other Direct Costs: $	0.00	Invoiced ITD: $	52,346.51
Outside Professionals: $	0.00		
		Total Contract Amount: $	52,347.00
Events: $	0.00	Balance Remaining: $	0.49
Total Due This Task: $	0.00	Percent Complete:	100.00%

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PILOT REPORTING 2

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	370,283.36
Other Direct Costs: $	0.00	Invoiced ITD: $	370,283.36
Outside Professionals: $	0.00		
		Total Contract Amount: $	370,283.00
Events: $	0.00	Balance Remaining: $	-0.36
Total Due This Task: $	0.00	Percent Complete:	100.00%

PILOT REPORTING 3

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	65,772.20
Other Direct Costs: $	0.00	Invoiced ITD: $	65,772.20
Outside Professionals: $	0.00		
		Total Contract Amount: $	66,000.00
Events: $	0.00	Balance Remaining: $	227.80
Total Due This Task: $	0.00	Percent Complete:	99.65%

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AUGUST 22, 2014

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PROCUREMENT DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	42,500.31
Other Direct Costs: $	0.00	Invoiced ITD: $	42,500.31
Outside Professionals: $	0.00		
		Total Contract Amount: $	37,515.00
Events: $	0.00	Balance Remaining: $	-4,985.31
Total Due This Task: $	0.00	Percent Complete:	113.29%

PSC

Monthly Summary		Inception to Date Summary	
Salary: $	20,729.20	Invoiced Previously: $	46,758.31
Other Direct Costs: $	50.40	Invoiced ITD: $	74,753.92
Outside Professionals: $	7,216.01		
		Total Contract Amount: $	0.00
Events: $	0.00	Balance Remaining: $	-74,754.04
Total Due This Task: $	27,995.61	Percent Complete:	

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PUBLIC MEETINGS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	11,390.86
Other Direct Costs: $	0.00	Invoiced ITD: $	11,390.86
Outside Professionals: $	0.00		
		Total Contract Amount: $	11,391.00
Events: $	0.00	Balance Remaining: $	0.14
Total Due This Task: $	0.00	Percent Complete:	100.00%

PUBLIC RELATIONS DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	0.00
Other Direct Costs: $	0.00	Invoiced ITD: $	0.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	11,458.00
Events: $	0.00	Balance Remaining: $	11,458.00
Total Due This Task: $	0.00	Percent Complete:	0.00%

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DESIGN REVIEWS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	127,081.24
Other Direct Costs: $	0.00	Invoiced ITD: $	127,081.24
Outside Professionals: $	0.00		
		Total Contract Amount: $	128,600.00
Events: $	0.00	Balance Remaining: $	1,518.76
Total Due This Task: $	0.00	Percent Complete:	98.82%

SURVEYING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	240,785.86
Other Direct Costs: $	0.00	Invoiced ITD: $	240,785.86
Outside Professionals: $	0.00		
		Total Contract Amount: $	240,860.00
Events: $	0.00	Balance Remaining: $	74.14
Total Due This Task: $	0.00	Percent Complete:	99.97%

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SURVEY DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	105,146.48
Other Direct Costs: $	0.00	Invoiced ITD: $	105,146.48
Outside Professionals: $	0.00		
		Total Contract Amount: $	33,800.00
Events: $	0.00	Balance Remaining: $	-71,346.48
Total Due This Task: $	0.00	Percent Complete:	311.08%

BUOY OPERATIONS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	190,386.65
Other Direct Costs: $	0.00	Invoiced ITD: $	190,386.65
Outside Professionals: $	0.00		
		Total Contract Amount: $	194,388.00
Events: $	0.00	Balance Remaining: $	4,001.35
Total Due This Task: $	0.00	Percent Complete:	97.94%

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FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

ALTERNATE SITE ANALYSIS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,791.68
Other Direct Costs: $	0.00	Invoiced ITD: $	1,791.68
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,792.00
Events: $	0.00	Balance Remaining: $	0.32
Total Due This Task: $	0.00	Percent Complete:	99.98%

ALTERNATIVE INTAKE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	91,121.81
Other Direct Costs: $	0.00	Invoiced ITD: $	91,121.81
Outside Professionals: $	0.00		
		Total Contract Amount: $	91,124.00
Events: $	0.00	Balance Remaining: $	2.19
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

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ALTERNATIVE ROUTES

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	295.08
Other Direct Costs: $	0.00	Invoiced ITD: $	295.08
Outside Professionals: $	0.00		
		Total Contract Amount: $	296.00
Events: $	0.00	Balance Remaining: $	0.92
Total Due This Task: $	0.00	Percent Complete:	99.69%

BLENDING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	10,644.97
Other Direct Costs: $	0.00	Invoiced ITD: $	10,644.97
Outside Professionals: $	0.00		
		Total Contract Amount: $	10,645.00
Events: $	0.00	Balance Remaining: $	0.03
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

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15050 Collection Center Drive
Chicago, IL 60693

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
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PARAMUS, NJ 07652

INVOICE

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

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CONSERVATION REPORT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	45,070.63
Other Direct Costs: $	0.00	Invoiced ITD: $	45,070.63
Outside Professionals: $	0.00		
		Total Contract Amount: $	45,071.00
Events: $	0.00	Balance Remaining: $	0.37
Total Due This Task: $	0.00	Percent Complete:	100.00%

COUPON TESTING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	100,000.00
Other Direct Costs: $	0.00	Invoiced ITD: $	100,000.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	100,000.00
Events: $	0.00	Balance Remaining: $	0.00
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: *$27,995.61*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

LANDFILL ENHANCE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	8,751.58
Other Direct Costs: $	0.00	Invoiced ITD: $	8,751.58
Outside Professionals: $	0.00		
		Total Contract Amount: $	13,286.00
Events: $	0.00	Balance Remaining: $	4,534.42
Total Due This Task: $	0.00	Percent Complete:	65.87%

NUCLEAR ISSUES

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	36,155.64
Other Direct Costs: $	0.00	Invoiced ITD: $	36,155.64
Outside Professionals: $	0.00		
		Total Contract Amount: $	36,157.00
Events: $	0.00	Balance Remaining: $	1.36
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax: +1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: ***$27,995.61***

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

PROJECT LABOR AGREEMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	27,540.00
Other Direct Costs: $	0.00	Invoiced ITD: $	27,540.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	27,540.00
Events: $	0.00	Balance Remaining: $	0.00
Total Due This Task: $	0.00	Percent Complete:	100.00%

SEDIMENT SAMPLING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	152,986.91
Other Direct Costs: $	0.00	Invoiced ITD: $	152,986.91
Outside Professionals: $	0.00		
		Total Contract Amount: $	152,987.00
Events: $	0.00	Balance Remaining: $	0.09
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 8th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: ***$27,995.61***

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SITE VISIT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	4,933.56
Other Direct Costs: $	0.00	Invoiced ITD: $	4,933.56
Outside Professionals: $	0.00		
		Total Contract Amount: $	4,934.00
Events: $	0.00	Balance Remaining: $	0.44
Total Due This Task: $	0.00	Percent Complete:	99.99%

UF PROCUREMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	63,188.19
Other Direct Costs: $	0.00	Invoiced ITD: $	63,188.19
Outside Professionals: $	0.00		
		Total Contract Amount: $	63,189.00
Events: $	0.00	Balance Remaining: $	0.81
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

INVOICE

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 39

Amount Due This Invoice: ***$27,995.61***

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

USGS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	35,756.85
Other Direct Costs: $	0.00	Invoiced ITD: $	35,756.85
Outside Professionals: $	0.00		
		Total Contract Amount: $	35,757.00
Events: $	0.00	Balance Remaining: $	0.15
Total Due This Task: $	0.00	Percent Complete:	100.00%

CDM Smith
110 Fieldcrest Avenue #8, 6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax:+1 732 225-7861

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

UNITED WATER NEW YORK
SAMEET MASTER
650 FROM ROAD
FLOOR 2-SUITE 255
PARAMUS, NJ 07652

INVOICE

AUGUST 22, 2014

INVOICE NUMBER: 80499888/48
PROJECT NUMBER: 74354
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Amount Due This Invoice: *$27,995.61*

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Salary: $	20,729.20	Invoiced Previously: $	12,206,510.42
Other Direct Costs: $	50.40	Invoiced ITD: $	12,234,506.03
Outside Professionals: $	7,216.01	Total Contract Amount: $	11,771,845.00
		Balance Remaining: $	-462,661.15
Events: $	0.00	Percent Complete:	103.93%

Total Due This Invoice: $ 27,995.61

CDMS Supporting Documentation

Task: PSC

Auto

Amount
$ 50.40
$ 50.40

6/4/2014

CDM

ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 02139

LOCATION	CAR NUMBER	WEEK ENDING MO	DAY	YEAR
Woodbury, NY	5788 - Taurus	5	2	14

WEEKLY VEHICLE MILEAGE REPORT

Odometer Reading at BEGINNING of Week 63797

CLIENT NO.	PROJECT NO.	SUBTASK	EMPLOYEE NAME	EMPLOYEE NUMBER	S	M	T	W	T	F	S
20379	74354	PSC	Keith Kelly	23045	A				90	[redacted]	
[redacted]	KELLYKE.UK		[redacted]	[redacted]					[redacted]		
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	C						

MILES DRIVEN BY DAY

NAME	EMP NO.	PERSONAL MILES						

Odometer Reading at END of Week 64215

A-160

--0--

90 - x
0.56 =
50.40

RECEIVED
CORPORATE ACCT
2014 JUN -6 A 10:41

08722252

CDMS Supporting Documentation

Task: PSC

Intercompany Billings

Amount
$ 4,747.39
$ 4,747.39

CDM Smith

6800 Old Collamer Road, Suite 3
East Syracuse, New York 13057
tel: +1 315 434-3200
fax +1 315 463-0508

Please Remit To:
CDM Constructors Inc.
P.O Box 414110
Boston, MA 02241-4110

INVOICE

Keith Kelly
CDM Smith
One Cambridge Place
50 Hampshire Street
Cambridge, MA 02139

Date:	16-Jul-14
CDM Project No.:	74354
CCI Project No.:	75145
Invoice No.:	**60034007**

Intercompany billing for labor and other charges to CDM Inc. projects by CCI employees
UNITED WATER - HAVERSTRAW INTAKE PIPELINE
INC JOB# 74354

SERVICES PERFORMED DURING 6/30/14 - 7/1/14

Ruby Engineering	Inv# 577		$	4,315.81
		Markup 10%	$	431.58

TOTAL INTERCOMPANY CHARGES **$ 4,747.39**

Ruby Engineering

Invoice

Ruby Engineering, LLC
354 Sackett Street, #1, Brooklyn NY 11231
Phone: 646 391 4600 Fax 973 556 1338
dennis@rubyengineering.com

Invoice Number 577
Invoice Date 6/30/2014

Bill To:
CDM Constructors
25 Industrial Avenue
Chelmsford, MA 01824
Kurt Van Helningen <VanHelningenKT@cdm.com>

Description	Job Number	Amount
CDM Haverstraw Intake Screen Buoy Replacement 06/30/2014	1537	$2,675.00
CDM Haverstraw Intake Screen Buoy Replacement 07/01/201 - Boat - 50% discount		$1,337.50
CDM Haverstraw Intake Screen Buoy Replacement 07/01/201 - Materials - 45ft of Heavy Marine Grade Chain and Shackles		$303.31
	Sub-total:	$4,315.81
Sales Tax County/Locality	Haverstraw NY Sales Tax:	~~8.375%~~ ~~$361.45~~
	Total Amount:	~~$4,677.26~~

Your Purchase Order# Verbal
Terms: C.O.D.

Please make check payable to Ruby Engineering, LLC

Payment should be mailed to:
354 Sackett Street, #1, Brooklyn, NY 11231

McLaren Engineering Group

Invoice Date: 3/31/14
Invoice No.: 9036064

Name	Client #	Project #	Task	Amount	2% Markup	Total
UWNY-Haverstraw	20379	74354	PSC	$ 2,420.22	$ 48.40	$ 2,468.62
			Total	**$ 2,420.22**	**$ 48.40**	**$ 2,468.62**

Invoice

LandMetrice Engineering and
Land Surveying, P.C.
100 Snake Hill Road
West Nyack, NY 10994
(845) 353-6400

McLaren Engineering Group

March 31, 2014
Project No: R109442.00
Invoice No: 6038064

Keith Kelly
CDM Smith, Inc.
60 Crossways Park West -, Suite 340
Woodbury, NY 11797

Project R109442.00 Haverstraw Water Supply System
KellyKF@cdmsmith.com *Needs Form

Professional Services from February 27, 2014 to March 19, 2014

Phase 00001 Survey & Aerial Photogrammetry Task 7.1

Professional Personnel

	Hours	Rate	Amount	
Associate Land Surveyor				
Viele, Donald	8.00	51.73	413.84	
Principal Survey Technician				
Donnelly, James	7.00	28.54	199.78	
Osborne, Brian	10.50	28.54	299.67	
Totals	25.50		913.29	
Total Labor		2.65 times	913.29	2,420.22

Total this Phase $2,420.22

Total this Invoice $2,420.22

Billings to Date

	Current	Prior	Total
Labor	2,420.22	335,609.65	338,029.87
Consultant	0.00	41,801.97	41,801.97
Expense	0.00	3,808.32	3,808.32
Unit	0.00	519.01	519.01
Totals	2,420.22	381,738.95	384,159.17

VOUCHER NUMBER : ED
CHARGE TO:
Client 2 2465 Project 7 2054 Subtask PSC
WORK GROUP NO. 7201 DATE 8/14/14
G.L. ACC'T
EMPLOYEE ID # 2 3465
APPROVAL

Invoices are Due Upon Receipt. Mastercard and Visa Accepted. FIN#20-8646100 EOE

From:
McLaren Engineering Group
100 Snake Hill Road
West Nyack, NY 10994
(845)-353-6400

CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 3/31/14

INVOICE NUMBER: 9036064
PROJECT NUMBER: 109442

Amount Due This Invoice: $ 2,420.22

Task1.1: DEIS-Intake & WTP

Salary: $ -
Other Direct Costs: $ -
Outside Professionals: $ -

Invoiced Previously: $ 4,962.27
Invoiced ITD: $ 4,962.27
Total Task Amount: $ 5,800.00
Balance Remaining: $ 837.73

Task2.1: Management/Mtg

Salary: $ -
Other Direct Costs: $ -
Outside Professionals: $ -

Invoiced Previously: $ 1,051.20
Invoiced ITD: $ 1,051.20
Total Task Amount: $ 4,000.00
Balance Remaining: $ 2,948.80

Task7.1: Surveying

Salary: $ 2,420.22
Other Direct Costs: $ -
Outside Professionals: $ -

Invoiced Previously: $ 294,797.75
Invoiced ITD: $ 297,217.97
Previous Direct Costs: $ 4,074.94
Direct Costs ITD: $ 4,074.94
Previous Outside Professionals: $ 27,801.97
Outside Professionals ITD: $ 27,801.97
Total Task Amount: $ 197,837.00
Total ITD: $ 329,094.88
Balance Remaining: $ (131,257.88)

Dive Inspection

Salary: $ -
Other Direct Costs: $ -
Outside Professionals: $ -

Invoiced Previously: $ 10,657.10
Invoiced ITD: $ 10,657.10

West Nyack, NY 10994
(845)-353-6400

CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 3/31/14

INVOICE NUMBER: 9036064
PROJECT NUMBER: 109442

Amount Due This Invoice: $ 2,420.22

Hydrographic Survey of Outfall

Salary:	$ -	Invoiced Previously:	$	18,078.78
		Invoiced ITD:	$	18,078.78
Other Direct Costs:	$ -			
Outside Professionals:	$ -			

Ocean Survey

Outside Professionals:	$0.00	Invoiced Previously:	$	14,000.00
		Invoiced ITD:	$	14,000.00

Task 3.1 Phase 2 NOC

Salary:	$ -	Invoiced Previously:	$1,218.09
		Invoiced ITD:	$1,218.09
Other Direct Costs:	$ -		
Outside Professionals:			

Alternate Intake Task

Salary:	$ -	Invoiced Previously:	$5,096.85
		Invoiced ITD:	$5,096.85
Other Direct Costs:	$ -		
Outside Professionals:			

Total Due this Invoice $ 2,420.22

From:
McLaren Engineering Group
100 Snake Hill Road
West Nyack, NY 10994
(845)-353-6400

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 3/31/14

INVOICE NUMBER: 9036064
PROJECT NUMBER: 109442

Amount Due This Invoice: **$2,410.21**

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

PROFESSIONAL ENGINEERING SERVICES RELATED TO THE HAVERSTRAW WATER SUPPLY PROJECT D&B SERVICES PER AUTHORIZATION DATED NOVEMBER 29,2009 AND PROPOSAL DATED OOCTOBER 21, 2009.

SERVICES FROM FEBRUARY 27, 2014 THROUGH MARCH 19, 2014

Direct Labor

Marine 1.1

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:					$ -

Subconsultant	Amount
	$ -

Direct Costs	Amount
Total	$ -

Task Total: $ -

Task2.1: Management/Mtg

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
					$ -

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 3/31/14

INVOICE NUMBER: 9036064
PROJECT NUMBER: 109442

Amount Due This Invoice: $2,410.21

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

	$ -
	$ -
Total:	$ -
Direct Labor X 265%:	$ -

Other Direct Costs

	Amount
Total	$ -

Task Total $ -

Task7.1: Surveying

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
Grogg, Steven	Associate Principal			73.58	$ -
Dragos, Alexander	Cad Operator			28.80	$ -
Crawford, Luke	Jr. Technician			22.00	$ -
Viele, Donald	Associate Land Surveyor	8.00		51.73	$ 413.84
Osbourne, Brian	Principal Survey Technician	10.50		28.54	$ 299.67
Donnelly, James	Principal Survey Technician	7.00		28.54	$ 199.78
Wyllie, Candice	Sr. Cad Operator			35.00	$ -
Rowe, Osborne	Cad Operator			28.85	$ -

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 3/31/14

INVOICE NUMBER: 9036064
PROJECT NUMBER: 109442

Amount Due This Invoice : $2,420.22

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Dive Inspection

Employees	Description	Reg	OT	Rate	Total Cost
		0.00	0.0		$ -
Direct Labor X 265%:			Task Total:		$ -

Direct Costs		Amount
	Total Direct Costs:	$ -

Task Total: $0.00

Hydrographic Survey of Outfall

Employees	Description	Reg	OT	Rate	Total Cost
					$ -
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:			Task Total:		$ -

Ocean Survey

			Task Total:		$ -

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 3/31/14

INVOICE NUMBER: 9036064
PROJECT NUMBER: 109442

Amount Due This Invoice: $2,420.22

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Task 3.1 Phase 2 NOC

Employee	Description	Reg	OT	Rate	Total Cost
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:			Total:		$ -
Direct Costs					
			Task Total:		$ -

Alternate Intake Task

Employee	Description	Reg	OT	Rate	Total Cost
					$ -
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:			Task Total:		$ -
Direct Costs					
			Task Total:		$ -
		Invoice Total	$2,420.22		

ORACLE

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Distribution Information

Business Unit: 00200 **Req ID:** 0000137809 **Line:** 1 **Sched Num:** 1

Distribution

Customize | Find | View All | First 1-3 of 3 Last

Details | More | Asset Information

Distrib	Status	Location	Req Qty	Amount		GL Unit	Customer	Control Acct	Sub Acct	Detail Acct	Flow	PC Bus Unit	Project	Activity	Source Type	Category	Subcategory	DeptID	Affiliate
1	Processed	0200	0.3982	19,614.84	USD	00200		115	10700		F20	00200	C07M005A_200	310	PROFS	ENGIN		205	
2	Processed	0200	0.5406	26,635.22	USD	00200		115	10700		F20	00200	C07M005A_200	311	PROFS	ENGIN		205	
3	Processed	0200	0.0612	3,014.14	USD	00200		115	10700		F20	00200	C07M005A_200	312	PROFS	ENGIN		205	

Return

CDM Smith
110 Fieldcrest Avenue, #8
6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax: +1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMBET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

M Reyes

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

CONTACT: SAMBET MASTER
CONTACT#: 201-634-4232

PROFESSIONAL ENGINEERING SERVICES RELATED TO THE HAVERSTRAW WATER SUPPLY PROJECT D&E SERVICES PER AUTHORIZATIONS DATED NOVEMBER 13, 2009 & FEBRUARY 4, 2010 AND PROPOSAL DATED OCTOBER 21, 2009.

SERVICES FROM SEPTEMBER 2, 2013 THROUGH FEBRUARY 1, 2014

FILE

Direct Labor

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
KELLY, K	ENEV.0.0663	4.5		93.63	$ 421.34
DUBANOWITZ, N	ENEV.4.0621	96.0		38.42	$ 3,688.32
PARKER, N	FNCA.7.0404	20.5		28.16	$ 577.28
WOOD, R	FMSP.3.0000	2.5		27.27	$ 68.18
JANSMA, A	ASAD.4.1001	1.5		22.25	$ 33.38
Subtotal:		125.0	0.0		$ 4,788.50
Direct Labor X 290%:					$ 13,886.64

Other Direct Costs

Cost Type	Amount
SUPPLIES	$ 203.33
TELEPHONE	$ 11.09
OVERNIGHT DELIVERY	$ 30.00
Total:	$ 244.42

CDM Smith

110 Fieldcrest Avenue, #8
6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax: +1 732 225-7851

Please Remit To;
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMBET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: ***$49,264.20***

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Intercompany Billings

Description		Amount
CDM COMPANIES (INTERNAL)	$	5,483.78
Total:	$	5,483.78

Total for FILE: **$ 19,614.84**

CDM Smith
110 Fieldcrest Avenue, #8
6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax: +1 732 225-7851

Please Remit To:
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

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PSC

Direct Labor

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
KELLY, K	ENEV.O.0663	27.0		93.63	$ 2,528.01
SMITH, K	ENCH.8.0649	30.5		66.13	$ 2,016.97
WESTPHAL, K	ENWR.8.0654	1.5		65.98	$ 98.97
DAVIS, W	PLGN.8.0284	84.0		52.38	$ 4,399.92
Total:		143.0	0.0		$ 9,043.87

Direct Labor X 290%: $ 26,227.22

Other Direct Costs

Cost Type	Amount
AUTO	$ 87.01
ROOM	$ 290.17
PARK, TOLL, TAXI	$ 30.82
Total:	$ 408.00

Total for PSC: $ 26,635.22

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SURVEY DB

Outside Professionals

Subconsultant

	Amount
MCLAREN ENGINEERING GROUP	$ 3,014.14
Total (Including 2% Mark-up):	$ 3,014.14

Total for SURVEY DB: $ 3,014.14

Total: $ 49,264.20

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CCI COST ESTIMATING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	52,924.20
Other Direct Costs: $	0.00	Invoiced ITD: $	52,924.20
Outside Professionals: $	0.00		
		Total Contract Amount: $	99,800.00
Events: $	0.00	Balance Remaining: $	46,875.80
Total Due This Task: $	0.00	Percent Complete:	53.03%

CCI MANAGEMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	8,521.85
Other Direct Costs: $	0.00	Invoiced ITD: $	8,521.85
Outside Professionals: $	0.00		
		Total Contract Amount: $	23,800.00
Events: $	0.00	Balance Remaining: $	15,278.15
Total Due This Task: $	0.00	Percent Complete:	35.81%

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Amount Due This Invoice: ***549,264.20***

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CCI PREMOBILIZATION

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	742.50
Other Direct Costs: $	0.00	Invoiced ITD: $	742.50
Outside Professionals: $	0.00		
		Total Contract Amount: $	3,200.00
Events: $	0.00	Balance Remaining: $	2,457.50
Total Due This Task: $	0.00	Percent Complete:	23.20%

CCI PROCUREMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	96,328.68
Other Direct Costs: $	0.00	Invoiced ITD: $	96,328.68
Outside Professionals: $	0.00		
		Total Contract Amount: $	68,200.00
Events: $	0.00	Balance Remaining: $	-28,128.68
Total Due This Task: $	0.00	Percent Complete:	141.24%

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DEIS PHASE 2

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	452,881.67
Other Direct Costs: $	0.00	Invoiced ITD: $	452,881.67
Outside Professionals: $	0.00		
		Total Contract Amount: $	452,882.00
Events: $	0.00	Balance Remaining: $	0.33
Total Due This Task: $	0.00	Percent Complete:	100.00%

DESIGN 10%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,176,267.11
Other Direct Costs: $	0.00	Invoiced ITD: $	1,176,267.11
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,176,267.00
Events: $	0.00	Balance Remaining: $	-0.11
Total Due This Task: $	0.00	Percent Complete:	100.00%

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DESIGN 30%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	884,907.27
Other Direct Costs: $	0.00	Invoiced ITD: $	884,907.27
Outside Professionals: $	0.00		
		Total Contract Amount: $	884,907.00
Events: $	0.00	Balance Remaining: $	-0.27
Total Due This Task: $	0.00	Percent Complete:	100.00%

DESIGN 50%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	966,377.15
Other Direct Costs: $	0.00	Invoiced ITD: $	966,377.15
Outside Professionals: $	0.00		
		Total Contract Amount: $	966,377.00
Events: $	0.00	Balance Remaining: $	-0.15
Total Due This Task: $	0.00	Percent Complete:	100.00%

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DESIGN 100%

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,014,972.31
Other Direct Costs: $	0.00	Invoiced ITD: $	1,014,972.31
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,015,000.00
Events: $	0.00	Balance Remaining: $	27.69
Total Due This Task: $	0.00	Percent Complete:	100.00%

DEMO DB PILOT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	119,593.57
Other Direct Costs: $	0.00	Invoiced ITD: $	119,593.57
Outside Professionals: $	0.00		
		Total Contract Amount: $	0.00
Events: $	0.00	Balance Remaining: $	-119,593.57
Total Due This Task: $	0.00	Percent Complete:	

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DESIGN DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,139,745.77
Other Direct Costs: $	0.00	Invoiced ITD: $	1,139,745.77
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,236,041.00
Events: $	0.00	Balance Remaining: $	96,295.23
Total Due This Task: $	0.00	Percent Complete:	92.21%

DOCUMENT MANAGE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	72,160.40
Other Direct Costs: $	0.00	Invoiced ITD: $	72,160.40
Outside Professionals: $	0.00		
		Total Contract Amount: $	72,161.00
Events: $	0.00	Balance Remaining: $	0.60
Total Due This Task: $	0.00	Percent Complete:	100.00%

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ENERGY

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	46,175.50
Other Direct Costs: $	0.00	Invoiced ITD: $	46,175.50
Outside Professionals: $	0.00		
		Total Contract Amount: $	46,176.00
Events: $	0.00	Balance Remaining: $	0.50
Total Due This Task: $	0.00	Percent Complete:	100.00%

FEIS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	173,854.79
Other Direct Costs: $	0.00	Invoiced ITD: $	173,854.79
Outside Professionals: $	0.00		
		Total Contract Amount: $	173,972.00
Events: $	0.00	Balance Remaining: $	117.21
Total Due This Task: $	0.00	Percent Complete:	99.93%

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FILE

Monthly Summary		Inception to Date Summary	
Salary: $	13,886.64	Invoiced Previously: $	0.00
Other Direct Costs: $	244.42	Invoiced ITD: $	19,614.84
Outside Professionals: $	5,483.78		
		Total Contract Amount: $	0.00
Events: $	0.00	Balance Remaining: $	-19,614.84
Total Due This Task: $	19,614.84	Percent Complete:	

GEOTECHNICAL

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,051,790.92
Other Direct Costs: $	0.00	Invoiced ITD: $	1,051,790.92
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,051,815.00
Events: $	0.00	Balance Remaining: $	24.08
Total Due This Task: $	0.00	Percent Complete:	100.00%

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GEOTECHNICAL DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	173,043.38
Other Direct Costs: $	0.00	Invoiced ITD: $	173,043.38
Outside Professionals: $	0.00		
		Total Contract Amount: $	214,468.00
Events: $	0.00	Balance Remaining: $	41,424.62
Total Due This Task: $	0.00	Percent Complete:	80.68%

SYSTEM MODELING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	43,866.26
Other Direct Costs: $	0.00	Invoiced ITD: $	43,866.26
Outside Professionals: $	0.00		
		Total Contract Amount: $	43,867.00
Events: $	0.00	Balance Remaining: $	0.74
Total Due This Task: $	0.00	Percent Complete:	100.00%

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MANAGEMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,096,507.08
Other Direct Costs: $	0.00	Invoiced ITD: $	1,096,507.08
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,096,509.00
Events: $	0.00	Balance Remaining: $	1.92
Total Due This Task: $	0.00	Percent Complete:	100.00%

MANAGEMENT DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	92,690.23
Other Direct Costs: $	0.00	Invoiced ITD: $	92,690.23
Outside Professionals: $	0.00		
		Total Contract Amount: $	115,572.00
Events: $	0.00	Balance Remaining: $	22,881.77
Total Due This Task: $	0.00	Percent Complete:	80.20%

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PILOT OPERATIONS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	564,073.29
Other Direct Costs: $	0.00	Invoiced ITD: $	564,073.29
Outside Professionals: $	0.00		
		Total Contract Amount: $	564,154.00
Events: $	0.00	Balance Remaining: $	80.71
Total Due This Task: $	0.00	Percent Complete:	99.99%

PUBLIC OUTREACH

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	39,622.12
Other Direct Costs: $	0.00	Invoiced ITD: $	39,622.12
Outside Professionals: $	0.00		
		Total Contract Amount: $	39,622.00
Events: $	0.00	Balance Remaining: $	-0.12
Total Due This Task: $	0.00	Percent Complete:	100.00%

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AGENCY PERMITS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	185,426.36
Other Direct Costs: $	0.00	Invoiced ITD: $	185,426.36
Outside Professionals: $	0.00		
		Total Contract Amount: $	195,000.00
Events: $	0.00	Balance Remaining: $	9,573.64
Total Due This Task: $	0.00	Percent Complete:	95.09%

LOCAL PERMITS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	368,992.49
Other Direct Costs: $	0.00	Invoiced ITD: $	368,992.49
Outside Professionals: $	0.00		
		Total Contract Amount: $	368,990.00
Events: $	0.00	Balance Remaining: $	-2.49
Total Due This Task: $	0.00	Percent Complete:	100.00%

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LOCAL PERMITS DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	534,742.00
Other Direct Costs: $	0.00	Invoiced ITD: $	534,742.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	133,645.00
Events: $	0.00	Balance Remaining: $	-401,097.00
Total Due This Task: $	0.00	Percent Complete:	400.12%

PILOT REPORTING 1

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	52,346.51
Other Direct Costs: $	0.00	Invoiced ITD: $	52,346.51
Outside Professionals: $	0.00		
		Total Contract Amount: $	52,347.00
Events: $	0.00	Balance Remaining: $	0.49
Total Due This Task: $	0.00	Percent Complete:	100.00%

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PILOT REPORTING 2

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	370,283.36
Other Direct Costs: $	0.00	Invoiced ITD: $	370,283.36
Outside Professionals: $	0.00		
		Total Contract Amount: $	370,283.00
Events: $	0.00	Balance Remaining: $	-0.36
Total Due This Task: $	0.00	Percent Complete:	100.00%

PILOT REPORTING 3

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	65,772.20
Other Direct Costs: $	0.00	Invoiced ITD: $	65,772.20
Outside Professionals: $	0.00		
		Total Contract Amount: $	66,000.00
Events: $	0.00	Balance Remaining: $	227.80
Total Due This Task: $	0.00	Percent Complete:	99.65%

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PROCUREMENT DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	42,500.31
Other Direct Costs: $	0.00	Invoiced ITD: $	42,500.31
Outside Professionals: $	0.00		
		Total Contract Amount: $	37,515.00
Events: $	0.00	Balance Remaining: $	-4,985.31
Total Due This Task: $	0.00	Percent Complete:	113.29%

PSC

Monthly Summary		Inception to Date Summary	
Salary: $	26,227.22	Invoiced Previously: $	20,123.21
Other Direct Costs: $	408.00	Invoiced ITD: $	46,758.43
Outside Professionals: $	0.00		
		Total Contract Amount: $	0.00
Events: $	0.00	Balance Remaining: $	-46,758.43
Total Due This Task: $	26,635.22	Percent Complete:	

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PUBLIC MEETINGS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	11,390.86
Other Direct Costs: $	0.00	Invoiced ITD: $	11,390.86
Outside Professionals: $	0.00		
		Total Contract Amount: $	11,391.00
Events: $	0.00	Balance Remaining: $	0.14
Total Due This Task: $	0.00	Percent Complete:	100.00%

PUBLIC RELATIONS DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	0.00
Other Direct Costs: $	0.00	Invoiced ITD: $	0.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	11,458.00
Events: $	0.00	Balance Remaining: $	11,458.00
Total Due This Task: $	0.00	Percent Complete:	0.00%

CDM Smith
110 Fieldcrest Avenue, #8
6th Floor
Edison, New Jersey 08837
tel: +1 732 225-7000
fax: +1 732 225-7851

Please Remit To.
CDM Smith Inc.
15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMBET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

DESIGN REVIEWS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	127,081.24
Other Direct Costs: $	0.00	Invoiced ITD: $	127,081.24
Outside Professionals: $	0.00		
		Total Contract Amount: $	128,600.00
Events: $	0.00	Balance Remaining: $	1,518.76
Total Due This Task: $	0.00	Percent Complete:	98.82%

SURVEYING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	240,785.86
Other Direct Costs: $	0.00	Invoiced ITD: $	240,785.86
Outside Professionals: $	0.00		
		Total Contract Amount: $	240,860.00
Events: $	0.00	Balance Remaining: $	74.14
Total Due This Task: $	0.00	Percent Complete:	99.97%

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15050 Collection Center Drive
Chicago, IL 60693

INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

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SURVEY DB

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	102,132.34
Other Direct Costs: $	0.00	Invoiced ITD: $	105,146.48
Outside Professionals: $	3,014.14		
		Total Contract Amount: $	33,800.00
Events: $	0.00	Balance Remaining: $	-71,346.48
Total Due This Task: $	3,014.14	Percent Complete:	311.08%

BUOY OPERATIONS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	190,386.65
Other Direct Costs: $	0.00	Invoiced ITD: $	190,386.65
Outside Professionals: $	0.00		
		Total Contract Amount: $	194,388.00
Events: $	0.00	Balance Remaining: $	4,001.35
Total Due This Task: $	0.00	Percent Complete:	97.94%

CDM Smith
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15050 Collection Center Drive
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INVOICE

UNITED WATER NEW YORK
SAMEER MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

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ALTERNATE SITE ANALYSIS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	1,791.68
Other Direct Costs: $	0.00	Invoiced ITD: $	1,791.68
Outside Professionals: $	0.00		
		Total Contract Amount: $	1,792.00
Events: $	0.00	Balance Remaining: $	0.32
Total Due This Task: $	0.00	Percent Complete:	99.98%

ALTERNATIVE INTAKE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	91,121.81
Other Direct Costs: $	0.00	Invoiced ITD: $	91,121.81
Outside Professionals: $	0.00		
		Total Contract Amount: $	91,124.00
Events: $	0.00	Balance Remaining: $	2.19
Total Due This Task: $	0.00	Percent Complete:	100.00%

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INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

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ALTERNATIVE ROUTES

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	295.08
Other Direct Costs: $	0.00	Invoiced ITD: $	295.08
Outside Professionals: $	0.00		
		Total Contract Amount: $	296.00
Events: $	0.00	Balance Remaining: $	0.92
Total Due This Task: $	0.00	Percent Complete:	99.69%

BLENDING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	10,644.97
Other Direct Costs: $	0.00	Invoiced ITD: $	10,644.97
Outside Professionals: $	0.00		
		Total Contract Amount: $	10,645.00
Events: $	0.00	Balance Remaining: $	0.03
Total Due This Task: $	0.00	Percent Complete:	100.00%

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15050 Collection Center Drive
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INVOICE

UNITED WATER NEW YORK
SAMEET MASTER
700 KINDERKAMACK ROAD
ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: ***$49,264.20***

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

CONSERVATION REPORT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	45,070.63
Other Direct Costs: $	0.00	Invoiced ITD: $	45,070.63
Outside Professionals: $	0.00		
		Total Contract Amount: $	45,071.00
Events: $	0.00	Balance Remaining: $	0.37
Total Due This Task: $	0.00	Percent Complete:	100.00%

COUPON TESTING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	100,000.00
Other Direct Costs: $	0.00	Invoiced ITD: $	100,000.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	100,000.00
Events: $	0.00	Balance Remaining: $	0.00
Total Due This Task: $	0.00	Percent Complete:	100.00%

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SAMEET MASTER
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MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

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LANDFILL ENHANCE

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	8,751.58
Other Direct Costs: $	0.00	Invoiced ITD: $	8,751.58
Outside Professionals: $	0.00		
		Total Contract Amount: $	13,286.00
Events: $	0.00	Balance Remaining: $	4,534.42
Total Due This Task: $	0.00	Percent Complete:	65.87%

NUCLEAR ISSUES

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	36,155.64
Other Direct Costs: $	0.00	Invoiced ITD: $	36,155.64
Outside Professionals: $	0.00		
		Total Contract Amount: $	36,157.00
Events: $	0.00	Balance Remaining: $	1.36
Total Due This Task: $	0.00	Percent Complete:	100.00%

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MARCH 27, 2014

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PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

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PROJECT LABOR AGREEMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	27,540.00
Other Direct Costs: $	0.00	Invoiced ITD: $	27,540.00
Outside Professionals: $	0.00		
		Total Contract Amount: $	27,540.00
Events: $	0.00	Balance Remaining: $	0.00
Total Due This Task: $	0.00	Percent Complete:	100.00%

SEDIMENT SAMPLING

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	152,986.91
Other Direct Costs: $	0.00	Invoiced ITD: $	152,986.91
Outside Professionals: $	0.00		
		Total Contract Amount: $	152,987.00
Events: $	0.00	Balance Remaining: $	0.09
Total Due This Task: $	0.00	Percent Complete:	100.00%

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MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: ***$49,264.20***

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SITE VISIT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	4,933.56
Other Direct Costs: $	0.00	Invoiced ITD: $	4,933.56
Outside Professionals: $	0.00		
		Total Contract Amount: $	4,934.00
Events: $	0.00	Balance Remaining: $	0.44
Total Due This Task: $	0.00	Percent Complete:	99.99%

UF PROCUREMENT

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	63,188.19
Other Direct Costs: $	0.00	Invoiced ITD: $	63,188.19
Outside Professionals: $	0.00		
		Total Contract Amount: $	63,189.00
Events: $	0.00	Balance Remaining: $	0.81
Total Due This Task: $	0.00	Percent Complete:	100.00%

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UNITED WATER NEW YORK
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700 KINDERKAMACK ROAD
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MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: ***$49,264.20***

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USGS

Monthly Summary		Inception to Date Summary	
Salary: $	0.00	Invoiced Previously: $	35,756.85
Other Direct Costs: $	0.00	Invoiced ITD: $	35,756.85
Outside Professionals: $	0.00		
		Total Contract Amount: $	35,757.00
Events: $	0.00	Balance Remaining: $	0.15
Total Due This Task: $	0.00	Percent Complete:	100.00%

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UNITED WATER NEW YORK
SAMEET MASTER
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ORADELL, NJ 07649

MARCH 27, 2014

INVOICE NUMBER: 80485938/45
PROJECT NUMBER: 74354
CLIENT INVOICE NO. 38

Amount Due This Invoice: *$49,264.20*

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Salary: $	40,113.86	Invoiced Previously: $	12,157,246.34
Other Direct Costs: $	652.42	Invoiced ITD: $	12,206,510.54
Outside Professionals: $	8,497.92		
		Total Contract Amount: $	11,771,845.00
		Balance Remaining: $	-434,665.54
Events: $	0.00	Percent Complete:	103.69%

Total Due This Invoice: $ 49,264.20

CDMS Supporting Documentation

Task: FILE

Supplies

		Amount
Nylic - 8/31/13	$	203.33
	$	203.33

Camp Dresser & McKee Inc.

Weekly Expense Report

Report Type

Full Reimbursement ●
Per Diem ○

Business Unit

CDI ○ COR ○ NSG ○
CSD ● ISG ○ PSG ○

RECEIVED
CORPORATE ACCT.
2013 SEP 17 A 11:17

By signing this expense report, the employee certifies that all expenses comply with CDM's expense reporting policies, Code of Ethics and Standards of Business Conduct, and client-specific policies for gifts and entertainment.

Nylic III — William J — WBY
87097 — 31-Aug-13

CONFIRM

TWEEKLY EMPLOYEE	$271.17
ADVANCE AMOUNT	$0.00
DUE TO EMPLOYEE	$271.17
DUE TO CDM	

Expense Types					Client/Job Purpose	Expenses by Day							Total by Expense
Client	Project	Subtask	Per Diem Location	Day Type	Expense Explanation	Sat	Sun	Mon	Tue	Wed	Thurs	Fri	Type
[redacted]	[redacted]	[redacted]			[redacted]								[redacted]
[redacted]	[redacted]	[redacted]			[redacted]				[redacted]				[redacted]
[redacted]	[redacted]	[redacted]			[redacted]					[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]						[redacted]		[redacted]
[redacted]	[redacted]	[redacted]			[redacted]				[redacted]				[redacted]
20379	74354	FILE		6	LIGHT FOR HAVERSTRAW BUOY						$203.33		$203.33
													$0.00
					TOTALS	$0.00	$0.00	$21.80	$28.25		$221.12	$0.00	$0.00 $271.17

Page 1

FORWARD TO CORPORATE ACCOUNTING

WEEKLY

GILMAN
CORPORATION
P.O. BOX 69
GILMAN, CT 06335-0069
800-622-3626 LOCAL 860-887-7080
FAX # 860-886-5402
web site: www.gilmancorp.com
e-mail: mail@gilmancorp.com

INVOICE

PAYMENT IN U.S. DOLLARS

BILL TO:
WILLIAM NYLIK
2 WINMAR WAY
CENTEREACH, NY 11720

SHIP TO:
CDM SMITH
ATTN: WILLIAM NYLIK
60 CROSSWAY PARK DR WEST
SUITE 340
WOODBURY, NY 11797

INV DATE	P.O. NUMBER	TERMS	REP	SHIP DATE	INVOICE NO.
08/29/13	VISA	CC		08/29/13	2013-599

ITEM NUMBER	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
51750-SL15	SEALITE SL15 LED MARINE LIGHT COLOR: WHITE FLASH PATTERN: 0.5 SEC ON 3.5 SEC OFF	1	195.00	195.00
53000	FREIGHT VIA UPS	1	8.33	8.33

PAID

SOFTLITE
IN OUTER SPACE

Elizabeth A. Gilman

TOTAL $203.33
Balance Due $0.00

29684 641447 (2/13)

CDMS Supporting Documentation

Task: FILE

Telephone

Amount
$ 11.09
$ 11.09

Voice Services - Conferencing Call Detail

CDM-WOODBURY
100 CROSSWAYS PARK WEST SUITE 415
WOODBURY, NY 11797

Corporation ID 91825394

ED136094

Invoice Number 06222102
Invoice Date 06/25/2013
Page Number 37
Bill Payer ID 03898153
Account Number 1DR62749

Date	Time	ACC.	Place Called From		Place Called To	Number Called	Mins	NTWK	RATE	Payph Use Charge	Usage Charges	Feature Charges	Conference Total
05/17/2013 ADMIN MEMOLI					INSTANT MEETING Unattended								
0517	09:56	7	SYOSSET	NY	MEET-ME	(866)508-1642	33.0	B	1	$0.00	$0.55		
	10:00	7	PEEKSKILL	NY	MEET-ME	(866)508-1642	30.0	H	1	$0.00	$0.54		
	10:01	7	HARRISON	NY	MEET-ME	(866)508-1642	30.0	H	1	$0.00	$0.54		
0524	09:59	7	SYOSSET	NY	MEET-ME	(866)508-1642	37.0	B	1	$0.00	$0.67		
	10:04	7	PEEKSKILL	NY	MEET-ME	(866)508-1642	32.0	H	1	$0.00	$0.58		
	10:04	7	NEWBURGH	NY	MEET-ME	(866)508-1642	23.0	H	1	$0.00	$0.41		
0530	09:57	7	SYOSSET	NY	MEET-ME	(866)508-1642	24.0	B	1	$0.00	$0.43		
	10:01	7	PEEKSKILL	NY	MEET-ME	(866)508-1642	20.0	H	1	$0.00	$0.36		
	10:08	7	HARRISON	NY	MEET-ME	(866)508-1642	13.0	H	1	$0.00	$0.23		
0607	09:59	7	SYOSSET	NY	MEET-ME	(866)508-1642	41.0	B	1	$0.00	$0.74		
	10:01	7	PEEKSKILL	NY	MEET-ME	(866)508-1642	39.0	H	1	$0.00	$0.70		
	10:01	7	HARRISON	NY	MEET-ME	(866)508-1642	39.0	H	1	$0.00	$0.70		
0610	13:56	7	DENVER	CO	MEET-ME	(866)508-1642	27.0	B	1	$0.00	$0.49		
	13:59	7	CRADELL	NJ	MEET-ME	(866)508-1642	24.0	H	1	$0.00	$0.43		
	14:00	7	WH PLAINS	NY	MEET-ME	(866)508-1642	23.0	B	1	$0.00	$0.41		
	14:00	7	ALBANY	NY	MEET-ME	(866)508-1642	23.0	H	1	$0.00	$0.41		
	14:00	7	SYOSSET	NY	MEET-ME	(866)508-1642	23.0	B	1	$0.00	$0.41		
0613	10:01	7	SYOSSET	NY	MEET-ME	(866)508-1642	74.0	B	1	$0.00	$1.33		
	10:07	7	ATLNTIC CY	NJ	MEET-ME	(866)508-1642	67.0	H	1	$0.00	$1.21		
	10:09	7	PEEKSKILL	NY	MEET-ME	(866)508-1642	65.0	H	1	$0.00	$1.17		
	10:10	7	REDDING	CT	MEET-ME	(866)508-1642	64.0	H	1	$0.00	$1.15		
Subtotal							751.0				$13.50	$0.00	
					Conference Total								
05/15/2013 ADMIN TAGGART					INSTANT MEETING Unattended								
0515	12:28	7	PELHAM	NH	MEET-ME	(866)633-1579	44.0	B	1	$0.00	$0.79		
	12:28	7	SYOSSET	NY	MEET-ME	(866)633-1579	44.0	B	1	$0.00	$0.79		
	12:29	7	CAMBRIDGE	MA	MEET-ME	(866)633-1579	43.0	B	1	$0.00	$0.77		
	12:30	7	CAMBRIDGE	MA	MEET-ME	(866)633-1579	42.0	H	1	$0.00	$0.76		
	12:32	7	COLONIE	NY	MEET-ME	(866)633-1579	41.0	B	1	$0.00	$0.74		
	12:42	7	WINTERPARK	FL	MEET-ME	(866)633-1579	30.0	B	1	$0.00	$0.54		
	12:44	7	COLONIE	NY	MEET-ME	(866)633-1579	28.0	B	1	$0.00	$0.50		
Subtotal							272.0				$4.89	$0.00	
					Conference Total								$4.89

20379 74354 Management OB Closed
File

..0..

4.89 +
6.20 +
11.09 *

verizon

Apr. 1. 2014 3:43PM No. 3092 P. 36

Voice Services - Conferencing Call Detail

CDM-WOODBURY
100 CROSSWAYS PARK WEST SUITE 215
WOODBURY, NY 11797

Corporation ID 91825394

ED 136094

Invoice Number 06222102
Invoice Date 06/25/2013
Page Number 38
Bill Payer ID 03898153
Account Number 1DR62749

Date	Time	ACC.	Place Called From		Place Called To	Number Called	Mins	NTWK	RATE	Payph Use Charge	Usage Charges	Feature Charges	Conference Total
05/24/2013 ADMIN TAGGART						INSTANT MEETING Unattended							
0524	08:29	7	CAMBRIDGE	MA	MEET-ME	(866)633-1579	82.0	B	1	$0.00	$1.48		
	08:30	7	STOSSET	NY	MEET-ME	(866)633-1579	81.0	B	1	$0.00	$1.46		
	08:41	7	PROVIDENCE	RI	MEET-ME	(866)633-1579	47.0	B	1	$0.00	$0.85		
	09:28	7	PROVIDENCE	RI	MEET-ME	(866)633-1579	23.0	B	1	$0.00	$0.41		
0603	08:11	7	GARDENCITY	NY	MEET-ME	(866)633-1579	29.0	B	1	$0.00	$0.52		
	08:14	7	STOSSET	NY	MEET-ME	(866)633-1579	22.0	B	1	$0.00	$0.40		
	08:16	7	CAMBRIDGE	MA	MEET-ME	(866)633-1579	20.0	B	1	$0.00	$0.36		
	08:16	7	COLONIE	NY	MEET-ME	(866)633-1579	20.0	B	1	$0.00	$0.36		
	08:16	7	GARDENCITY	NY	MEET-ME	(866)633-1579	20.0	B	1	$0.00	$0.36		
Subtotal							344.0				$6.20	$0.00	
						Conference Total							$6.20
06/10/2013 [redacted] GENCORELLI						INSTANT MEETING Unattended						[redacted]	
0610	07:59	7	STOSSET	NY	MEET-ME	(877)314-4078	16.0	B	1	$0.00	$0.29		
	08:00	7	COLONIE	NY	MEET-ME	(877)314-4078	16.0	B	1	$0.00	$0.29		
	08:00	7	FAIRFAX	VA	MEET-ME	(877)314-4078	16.0	B	1	$0.00	$0.29		
Subtotal							48.0				$0.87	$0.00	
						Conference Total							[redacted]
05/21/2013 00000 HOURANI						INSTANT MEETING Unattended						[redacted]	
0521	08:59	7	BROOKLYN	NY	MEET-ME	(877)953-9210	25.0	B	1	$0.00	$0.45		
	09:01	7	CAMBRIDGE	MA	MEET-ME	(877)953-9210	23.0	B	1	$0.00	$0.41		
	09:01	7	STOSSET	NY	MEET-ME	(877)953-9210	23.0	B	1	$0.00	$0.41		
	09:01	7	SYRACUSE	NY	MEET-ME	(877)953-9210	23.0	B	1	$0.00	$0.41		
	09:02	7	STOSSET	NY	MEET-ME	(877)953-9210	22.0	B	1	$0.00	$0.40		[redacted]
	09:02	7	COLONIE	NY	MEET-ME	(877)953-9210	22.0	B	1	$0.00	$0.40		
0611	09:00	7	GARDENCITY	NY	MEET-ME	(877)953-9210	39.0	B	1	$0.00	$0.70		
	09:00	7	STOSSET	NY	MEET-ME	(877)953-9210	57.0	B	1	$0.00	$1.03		
	09:00	7	BROOKLYN	NY	MEET-ME	(877)953-9210	57.0	B	1	$0.00	$1.03		
	09:01	7	CAMBRIDGE	MA	MEET-ME	(877)953-9210	57.0	B	1	$0.00	$1.03		
	09:01	7	COLONIE	NY	MEET-ME	(877)953-9210	57.0	B	1	$0.00	$1.03		
	09:04	7	BOSTON	MA	MEET-ME	(877)953-9210	54.0	B	1	$0.00	$0.97		

20379 74354 Doc Affirming DB closed file

4.20

2.—

verizon

CDMS Supporting Documentation

Task: FILE

Overnight Delivery

	Amount
$	15.52
$	14.48
$	30.00

IRV 006820

Invoice Number	Invoice Date	Account Number	Page
2-348-38346	Jul 26, 2013	1168-5110-5	4 of 4

FedEx Express Shipment Detail By Reference (Original)

Picked up: Jul 22, 2013 Cust. Ref. 20379-74354.localpermit FILE Ref.#2:
Payor: Shipper Ref.#3: WO#4413

- The Earned Discount for this ship date has been calculated based on a revenue threshold of $ 47873.77
- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
- Distance Based Pricing, Zone 8

		Sender	Recipient	
Automation	INET			
Tracking ID	796288774189	Ken Klinko	Attn: Peter Tunnicliffe	
Service Type	FedEx Priority Overnight	CDM SMITH INC.	CDM SMITH, INC- CAMBRIDGE	
Package Type	FedEx Envelope	9220 CLEVELAND AVE	50 Hampshire Street	
Zone	08	RANCHO CUCAMONGA CA 91730 US	CAMBRIDGE MA 02139 US	
Packages	1			
Rated Weight	N/A	Transportation Charge		33.40
Delivered	Jul 23, 2013 09:44	Discount		-18.70
Svc Area	A1	Earned Discount		-0.33
Signed by	D.FARIA	Fuel Surcharge		1.15
FedEx Use	000000000/0000262/_	Total Charge	USD	$15.52

20379-74354.localpermitt Reference Subtotal USD $15.52

Picked up: Jul 19, 2013 Cust. Ref. [redacted] Ref.#2:
Payor: Shipper Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
- The Earned Discount for this ship date has been calculated based on a revenue threshold of $ 48743.50
- Distance Based Pricing, Zone 8
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- We calculated your charges based on a dimensional weight of 4.0 lbs, 11" x 8" x 6", using a dimensional factor of 166

		Sender	Recipient	
Automation	INET	WO#6404		
Tracking ID	798270090635	DANIEL BERUKOFF	[redacted]	
Service Type	FedEx 2Day	CDM SMITH INC.	[redacted]	
Package Type	Customer Packaging	9220 CLEVELAND AVE	[redacted]	
Zone	08	RANCHO CUCAMONGA CA 91730 US	[redacted]	
Packages	1			
Actual Weight	1.0 lbs, 0.5 kgs			
Rated Weight	4.0 lbs, 1.8 kgs	Transportation Charge		[redacted]
Delivered	Jul 23, 2013 10:14	Fuel Surcharge		[redacted]
Svc Area	A1	Discount		[redacted]
Signed by	.BRADSTREET	Earned Discount		[redacted]
FedEx Use	000000000/0000112/_	Total Charge	USD	[redacted]

[redacted] Reference Subtotal USD [redacted]

Picked up: Jul 19, 2013 Cust. Ref. [redacted] Ref.#2:
Payor: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of $ 48743.50
- Fuel Surcharge - FedEx has applied a fuel surcharge of 8.00% to this shipment.
- Distance Based Pricing, Zone 8

		Sender	Recipient	
Automation	INET			
Tracking ID	796265525269	TAMI DE BRIEL	[redacted]	
Service Type	FedEx 2Day A.M.	CDM, INC.	[redacted]	
Package Type	FedEx Pak	9220 CLEVELAND AVE	[redacted]	
Zone	08	RANCHO CUCAMONGA CA 91730 US	[redacted]	
Packages	1			
Rated Weight	1.0 lbs, 0.5 kgs	Transportation Charge		[redacted]
Delivered	Jul 22, 2013 08:20	Discount		[redacted]
Svc Area	A1	Earned Discount		[redacted]
Signed by	.SAM	Fuel Surcharge		[redacted]
FedEx Use	000000000/0000018/_	Total Charge	USD	[redacted]

[redacted] Reference Subtotal USD [redacted]

Total FedEx Express USD [redacted]

FedEx. ED138185

Invoice Number	Invoice Date	Account Number	Page
2-394-22663	Sep 09, 2013	1306-8253-7	5 of 7

Picked up: Sep 03, 2013 Cust. Ref.: [redacted] Ref.#2:
Payor: Shipper Ref.#3:

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- The Earned Discount for this ship date has been calculated based on a revenue threshold of $ 46058.80
- Distance Based Pricing, Zone 2

		Sender	Recipient	
Automation	INET	Jean-Pierre Hourani	[redacted]	
Tracking ID	796601873434	60 Crossways Park Drive W	[redacted]	
Service Type	FedEx Standard Overnight	WOODBURY NY 11797 US	[redacted]	
Package Type	Customer Packaging		[redacted]	
Zone	02			
Packages	1			
Rated Weight	29.0 lbs, 13.2 kgs	Transportation Charge		[redacted]
Delivered	Sep 04, 2013 09:56	Discount		[redacted]
Svc Area	A1	Courier Pickup Charge		[redacted]
Signed by	D.FARIA	Fuel Surcharge		[redacted]
FedEx Use	000000000/0001283/_	Earned Discount		[redacted]
		Total Charge	USD	[redacted]

Picked up: Sep 04, 2013 Cust. Ref.: 20379-74354-~~BEOSEOUT~~ FILE Ref.#2:
Payor: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of $ 46058.80
- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 2

		Sender	Recipient	
Automation	INET	Keith Kelly	Dennis Roach	
Tracking ID	796605245045	60 Crossways Park Drive W	Ruby Engineering	
Service Type	FedEx Standard Overnight	WOODBURY NY 11797 US	354 Sackett Street	
Package Type	Customer Packaging		BROOKLYN NY 11231 US	
Zone	02			
Packages	1			
Rated Weight	5.0 lbs, 2.3 kgs	Transportation Charge		25.05
Delivered	Sep 05, 2013 18:33	Earned Discount		-0.25
Svc Area	A2	Discount		-14.78
Signed by	B.GIBSON	Residential Delivery		3.20
FedEx Use	000000000/0001283/_	Fuel Surcharge		1.26
		Courier Pickup Charge		[redacted]
		Total Charge	USD	$14.48

Picked up: Sep 04, 2013 Cust. Ref.: [redacted] Ref.#2:
Payor: Shipper Ref.#3:

- The Earned Discount for this ship date has been calculated based on a revenue threshold of $ 46058.80
- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Envelope was rated as FedEx Pak.

		Sender	Recipient	
Automation	INET	Jean-Pierre Hourani	[redacted]	
Tracking ID	796606695268	60 Crossways Park Drive W	[redacted]	
Service Type	FedEx Standard Overnight	WOODBURY NY 11797 US	[redacted]	
Package Type	FedEx Pak			
Zone	02			
Packages	1			
Rated Weight	2.0 lbs, 0.9 kgs	Transportation Charge		[redacted]
Delivered	Sep 05, 2013 12:53	Discount		[redacted]
Svc Area	A1	Earned Discount		[redacted]
Signed by	C.DANGELO	Fuel Surcharge		[redacted]
FedEx Use	000000000/0001283/_	Total Charge	USD	[redacted]

CDMS Supporting Documentation

Task: FILE

CCI

Amount
$ 5,483.78
$ 5,483.78

CDM Smith
Salina Industrial Power Park, One General Motors Drive
Syracuse, New York 13206
tel: +1 315 434-3200
fax: +1 315 463-5100

Please Remit To:
CDM Constructors Inc.
P O Box 414110
Boston, MA 02241-4110

146425

INVOICE

Keith Kelly
CDM Smith
One Cambridge Place
50 Hampshire Street
Cambridge, MA 02139

4389

Date:	10-Oct-13
CDM Project No.:	74354
CCI Project No.:	75145
Invoice No.:	**60032474**

Intercompany billing for labor and other charges to CDM Inc. projects by CCI employees
UNITED WATER - HAVERSTRAW INTAKE PIPELINE
INC JOB# 74354 . FILE

SERVICES PERFORMED DURING AUG - SEPT 2013

Ruby Engineering	Inv# 525		$	541.88
Ruby Engineering	Inv# 521		$	2,330.06
Ruby Engineering	Inv# 520		$	2,113.31
		Markup 10%	$	498.53

TOTAL INTERCOMPANY CHARGES **$ 5,483.78**

Ruby Engineering

Invoice

Ruby Engineering, LLC
354 Sackett Street, #1, Brooklyn NY 11231
Phone: 646 391 4600 Fax 973 556 1338
dennis@rubyengineering.com

Invoice Number 525
Invoice Date 9/23/2013

Bill To:
CDM Constructors
25 Industrial Avenue
Chelmsford, MA 01824
Kurt Van Heiningen <VanHeiningenKT@cdm.com>

Description	Job Number	Amount
Haverstraw Intake Pipeline - Replace Buoy Light - 9/12/13	1507	$500.00

Sub-total: $500.00

Sales Tax County/Locality Haverstraw NY 8.375%
Sales Tax: $41.88

Total Amount: $541.88

Your Purchase Order#
Terms: C.O.D.

Please make check payable to Ruby Engineering, LLC

Payment should be mailed to:
354 Sackett Street, #1, Brooklyn, NY 11231

Ruby Engineering

Invoice

Ruby Engineering, LLC
354 Sackett Street, #1, Brooklyn NY 11231
Phone: 646 391 4600 Fax 973 556 1338
dennis@rubyengineering.com

Invoice Number 521
Invoice Date 8/31/2013

Bill To:
CDM Constructors
25 Industrial Avenue
Chelmsford, MA 01824
Kurt Van Helningen <VanHelningenKT@cdm.com>

Description	Job Number	Amount
Haverstraw Intake Pipeline - Remove Sonde Buoy and Repairs Completed - 8/23/13	1502	$2,150.00

Sub-total: $2,150.00

Sales Tax County/Locality Haverstraw NY 8.375%
Sales Tax: $180.06

Total Amount: $2,330.06

Your Purchase Order#
Terms: C.O.D.

Please make check payable to Ruby Engineering, LLC

Payment should be mailed to:
354 Sackett Street, #1, Brooklyn, NY 11231

Ruby Engineering

Invoice

Ruby Engineering, LLC
354 Sackett Street, #1, Brooklyn NY 11231
Phone: 646 391 4600 Fax 973 556 1338
dennis@rubyengineering.com

Invoice Number 520
Invoice Date 8/31/2013

Bill To:
CDM Constructors
25 Industrial Avenue
Chelmsford, MA 01824
Kurt Van Helningen <VanHelningenKT@cdm.com>

Description	Job Number	Amount
Haverstraw Intake Pipeline - Inspection 8/5/13	1501	$1,950.00

Sub-total: $1,950.00

Sales Tax County/Locality Haverstraw NY 8.375%
Sales Tax: $163.31

Total Amount: $2,113.31

Your Purchase Order#
Terms: C.O.D.

Please make check payable to Ruby Engineering, LLC

Payment should be mailed to:
354 Sackett Street, #1, Brooklyn, NY 11231

CDMS Supporting Documentation

Task: PSC

Name	Auto	Name	Room	Name	Parking, Tolls & Taxi
Kelly - 10/5/13	87.01	Kelly - 10/5/13	290.17	Kelly - 10/19/13	30.82
	87.01		290.17		30.82

Taunts

11/1/2013

CDM

ONE CAMBRIDGE PLACE 50 HAMPSHIRE STREET CAMBRIDGE MA 02139

LOCATION	CAR NUMBER	WEEK ENDING MO	DAY	YEAR
Woodbury, NY	6789	10	5 11	13

WEEKLY VEHICLE MILEAGE REPORT

Odometer Reading at BEGINNING of Week: 53,486

CLIENT NO.	PROJECT NO.	SUBTASK	EMPLOYEE NAME	NUMBER	S	M	T	W	T	F	S	WEEKLY TOTAL IN MILES
~~6006~~	~~83156~~	~~AE-QOC~~	~~Matthew Lick~~	~~94057~~	A					~~428~~		~~428~~
~~5000~~	~~74477~~	~~CS-MCT~~	~~Andrew Fields~~	~~57687~~	B		~~65~~					~~65~~
20379	74354	PSC	Keith Kelly	23045	C				154			154
~~447520~~	~~92888~~	~~Jack Kedic~~	~~Chris Korzenko~~	~~34164~~	D					~~58~~		~~58~~

NAME	EMP NO.	PERSONAL MILES

Odometer Reading at END of Week: 53914

RECEIVED
CORPORATE ACCT
2013 NOV 12 P 3:19

08547 93

154 x
0.565 =
87.01

--0--

CDM Smith Inc.

Weekly Expense Report

Report Type
Full Reimbursement ●
Per Diem ○

Business Unit
ASG ○ CED ○ EMG ○ PSE ●
CGI ○ OOR ○ NSG ○ PSW ○

By signing this expense report, the employee certifies that all expenses comply with CDM Smith's expense reporting policies, Code of Ethics and Standards of Business Conduct, and client-specific policies for gifts and entertainment.

Kelly — Last
Keith — First — F — M
WBY — Location
23045 — Employee number
5-Oct-13 — Date

PAID BY EMPLOYEE $1,150.17
ADVANCE AMOUNT $0.00
DUE TO EMPLOYEE(S) $1,150.17
DUE TO CDM SMITH

Expense Type	Client	Project	Subtask	Per Diem Location	Qty	Client/and Purpose: Expense Explanation	Expenses by Day: Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total By Expense Type
[redacted]					[redacted]	[redacted]							[redacted]	[redacted]
	20379	74354	psc		3	Rooms (hotel room after Public hearing)			$290.17					$290.17
						TOTALS	$0.00	$0.00	$290.17	$0.00	$0.00	$0.00	$860.00	$1,150.17

RECEIVED
CORPORATE ACCT.
2013 OCT 24 A 11: 39

Page 1

FORWARD TO CORPORATE ACCOUNTING

TDH 8/2013

Marriott.
MELVILLE LONG ISLAND

GUEST FOLIO

1350 Old Walt Whitman Road, Melville, NY 11747 • 631.423.1600 • Marriott.com/NYCML

2004 KELLY/KEITH 259.95 10/02/13 11:00 3253
Room Name Rate Depart Time ACCT#

NSOB 10/01/13 01:52
Arrival Time

64 PASSPORT:
AXXXXXXXXXXXXX1004
Payment MRW#: XXXXX9962

Room Client Address

DATE	REFERENCE		CHARGES	CREDITS	BALANCE DUE
10/01	ROOM	2004, 1	259.95		
10/01	STATE TA	2004, 1	22.42		
10/01	CNTY TAX	2004, 1	7.80		
					290.17

AS REQUESTED, A FINAL COPY OF YOUR BILL WILL BE EMAILED TO:
KELLYKF@CDMSMITH.COM
SEE "INTERNET PRIVACY STATEMENT" ON MARRIOTT.COM

Pacifica Del Ma
Del Mar, Ca
1555 Camino Del Mar
Del Mar, CA 92014
(858) 792-5476

Server: Coop
09:28 PM
Table 121/1

DOB: 10/05/2013
10/05/2013
6/60036

6291492

AMEX
Card #XXXXXXXXXXX1004
Magnetic card present
Approval: 500088

Amount: $ 729.00
+ Tip: 171.00
= Total: $ 60.00

X

Guest's Copy

This statement is your only receipt. You have agreed to pay in cash
you. The amount shown in the credits column opposite any credit
credit card company will bill in the usual manner.) If for any reason
are direct billed, in the event payment is not made within 25 days a
per month (ANNUAL RATE 18%), or the maximum allowed by law

Signature X

charged to
above. (The
ount, if you
rate of 1.5%

[redacted]

Contains 30% post consumer fibers

marriott.com

CDM Smith Inc.

Weekly Expense Report

Report Type		Business Unit							
Full Reimbursement	●	ASG	○	CED	○	EMG	○	PSE	●
Per Diem	○	CCI	○	CQR	○	INSG	○	PSW	

RECEIVED
CORPORATE ACCT.
2013 OCT 28 P 1: 15

By signing this expense report, the employee certifies that all expenses comply with CDM Smith's expense reporting policies, Code of Ethics and Standards of Business Conduct, and client-specific policies for gifts and entertainment.

PAID BY EMPLOYEE	$798.43
ADVANCE AMOUNT	$0.00
DUE TO EMPLOYEE	$798.43 798.42
DUE TO CDM SMITH	

Kelly — Keith — F — WBY

23845 — 19-Oct-13

Expense Type	Client	Project	Cost Subject	Per Diem Location	Key	Client and Purpose: Expense Explanation	Expenses by Day: Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total by Expense Type
[redacted]														
[redacted]														
[redacted]														
[redacted]														
20379	74354	psc			4	Parking, Tolls, Taxi (tolls to PSC Public Hearings)		$30.82						$30.82
[redacted]														
						TOTALS	$0.00	$110.08	$250.05	$181.50	$174.60	$82.00	$0.00	$798.43

798.42

FORWARD TO CORPORATE ACCOUNTING

E-ZPass® New York Service Center

PLEASE READ CAREFULLY

KEITH KELLY
[redacted]

Beginning Balance	[redacted]
Tolls, Non-Tolls & Fees	[redacted]
Payments/Adjustments	[redacted]
Ending Balance	[redacted]

Statement Date :	2013-10-09
Account Number :	0000000015605347
Activity For :	09/09/13 - 10/08/13
Replenishment Method	AMEX
Replenishment Amount	[redacted]
Replenishment Threshold	[redacted]
Tag Deposit	$0.00

To avoid violations, please update your E-ZPass account with your latest vehicle and license plate information.

You can now add a back-up credit card to protect your account balance and add your e-mail address to receive important account notifications.

Visit our website at www.e-zpassny.com to update your account.

POST DATE	TRANS DATE	TAG NUMBER/ PLATE	AGENCY	ENTRY PLAZA	ENTRY DATE	ENTRY TIME	EXIT PLAZA	EXIT DATE	EXIT TIME	PLAN	CL	AMOUNT	BALANCE
[redacted]													
10/02/13	10/01/13	00808974083	MTAB&T				TNB	10/01	18:09	STANDARD	1	$ 5.33	$ 158.61
10/02/13	10/02/13	00808974083	MTAB&T				TNB	10/02	01:22	STANDARD	1	$ 5.33	$ 153.28
10/03/13	10/02/13	00808974083	MTAB&T				TNB	10/02	18:10	STANDARD	1	$ 5.33	$ 147.95
10/03/13	10/02/13	00808974083	MTAB&T				TNB	10/02	23:56	STANDARD	1	$ 5.33	$ 142.62
10/03/13	10/02/13	00808974083	NYSTA				TZ	10/02	00:56	STANDARD	2L	$ 4.75	$ 137.87
10/03/13	10/02/13	00808974083	NYSTA				TZ	10/02	23:31	STANDARD	2L	$ 4.75	$ 133.12

3576

5.33 +
5.33 +
5.33 +
5.33 +
4.75 +
4.75 +
30.82 *

Thank you for using *E-ZPass*

Plaza Descriptions

McLaren Engineering Group

Invoice Date: 2/28/14
Invoice No.: 9036059

Name	Client #	Project #	Task	Amount	2% Markup	Total
UWNY-Haverstraw	20379	74354	SURVEYDB	$ 2,955.04	$ 59.10	$ 3,014.14
			Total	**$ 2,955.04**	**$ 59.10**	**$ 3,014.14**

From:
McLaren Engineering Group
100 Snake Hill Road
West Nyack, NY 10994
(845)-353-6400

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

VOUCHER NUMBER : ED
CHARGE TO:

Client	Project	Subtask
20779	74354	

WORK GROUP NO. 4705 DATE 3/27/14
G.L. ACCT
EMPLOYEE ID # 22045
APPROVAL

INVOICE DATE: 2/28/14

INVOICE NUMBER: 9036059
PROJECT NUMBER: 109442

Amount Due This Invoice: $2,955.04

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

PROFESSIONAL ENGINEERING SERVICES RELATED TO THE HAVERSTRAW WATER SUPPLY PROJECT D&B SERVICES PER AUTHORIZATION DATED NOVEMBER 29,2009 AND PROPOSAL DATED OOCTOBER 21, 2009.

SERVICES FROM FEBRUARY 20, 2014 THROUGH FEBRUARY 26, 2014

Direct Labor

Marine 1.1

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:					$ -

Subconsultant	Amount
	$

Direct Costs	Amount

Total $ -

Task Total: $ -

Task2.1: Management/Mtg

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
					$ -

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 2/28/14

INVOICE NUMBER: 9036059
PROJECT NUMBER: 109442

Amount Due This Invoice : $2,955.04

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

	$ -
	$ -
Total:	$ -
Direct Labor X 265%:	$ -

Other Direct Costs

	Amount
Total	$ -

Task Total $ -

Task7.1: Surveying

Employees	Description	Hours Reg	Hours OT	Rate	Total Cost
Grogg, Steven	Associate Principal			73.58	$ -
Dragos, Alexander	Cad Operator			28.80	$ -
Crawford, Luke	Jr. Technician	18.00		22.00	$ 396.00
Vicle, Donald	Associate Land Surveyor	3.00		50.72	$ 152.16
Osbourne, Brian	Principal Survey Technician	20.00		27.84	$ 556.80
Donnelly, James	Principal Survey Technician			27.84	$ -
Wyllie, Candice	Sr. Cad Operator			35.00	$ -
Rowe, Osborne	Cad Operator			28.85	$ -

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 2/28/14

INVOICE NUMBER: 9036059
PROJECT NUMBER: 109442

Amount Due This Invoice : **$2,955.04**

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Total:		41.00	0.0	2.65	$	1,104.96
Direct Labor X 265%:					$	2,928.14

Other Direct Costs

Federal Express			
Printing (Napco)		$	-
Mileage		$	26.90
Copies (Carr)	Copies	$	-
	Total:	$	26.90
	Total:	$	-
	Total Direct Costs:	$	26.90

Cost Type	Amount
Total	$ -

Outside Professionals

Subconsultant	Amount
	$ -
Total:	$ -

Task Total $ 2,955.04

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 2/28/14

INVOICE NUMBER: 9036059
PROJECT NUMBER: 109442

Amount Due This Invoice : $2,955.04

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Dive Inspection

Employees	Description	Reg	OT	Rate	Total Cost
		0.00	0.0		$ -
Direct Labor X 265%:			Task Total:		$ -

Direct Costs		Amount
	Total Direct Costs:	$ -

Task Total: $0.00

Hydrographic Survey of Outfall

Employees	Description	Reg	OT	Rate	Total Cost
					$ -
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:			Task Total:		$ -

Ocean Survey

Task Total: $ -

To:
CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 2/28/14

INVOICE NUMBER: 9036059
PROJECT NUMBER: 109442

Amount Due This Invoice : $2,955.04

PLEASE INCLUDE INVOICE NUMBER ON ALL CORRESPONDENCE

Task 3.1 Phase 2 NOC

Employees	Description	Reg	OT	Rate	Total Cost
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:			Total:		$ -

Direct Costs

			Task Total:		$ -

Alternate Intake Task

Employees	Description	Reg	OT	Rate	Total Cost
					$ -
					$ -
		0.00	0.0		$ -
Direct Labor X 265%:			Task Total:		$ -

Direct Costs

			Task Total:		$ -
		Invoice Total	$2,955.04		

From:
McLaren Engineering Group
100 Snake Hill Road
West Nyack, NY 10994
(845)-353-6400

CDM
Attn: Keith Kelly
Project Manager
1375 Broadway, Suite 1401
New York, NY 10018

INVOICE DATE: 2/28/14

INVOICE NUMBER: 9036059
PROJECT NUMBER: 109442

Amount Due This Invoice :	$ 2,955.04

Task1.1: DEIS-Intake & WTP

Salary:	$	-	Invoiced Previously:	$	4,962.27
			Invoiced ITD:	$	4,962.27
Other Direct Costs:	$	-			
Outside Professionals:	$	-	Total Task Amount:	$	5,800.00
			Balance Remaining:	$	837.73

Task2.1: Management/Mtg

Salary:	$	-	Invoiced Previously:	$	1,051.20
			Invoiced ITD:	$	1,051.20
Other Direct Costs:	$	-			
Outside Professionals:	$	-	Total Task Amount:	$	4,000.00
			Balance Remaining:	$	2,948.80

Task7.1: Surveying

Salary:	$	2,928.14	Invoiced Previously:	$	291,869.61
			Invoiced ITD:	$	294,797.75
Other Direct Costs:	$	26.90	Previous Direct Costs:	$	4,048.04
			Direct Costs ITD:	$	4,074.94
Outside Professionals:	$	-	Previous Outside Professionals:	$	27,801.97
			Outside Professionals ITD:	$	27,801.97
			Total Task Amount:	$	197,837.00
			Total ITD:	$	326,674.66
			Balance Remaining:	$	(128,837.66)

Dive Inspection

Salary:	$	-	Invoiced Previously:	$	10,657.10
			Invoiced ITD:	$	10,657.10
Other Direct Costs:	$	-			
Outside Professionals:	$	-			

West Nyack, NY 10994
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Hydrographic Survey of Outfall

Salary:	$ -	Invoiced Previously:	$	18,078.78
Other Direct Costs:	$ -	Invoiced ITD:	$	18,078.78
Outside Professionals:	$ -			

Ocean Survey

Outside Professionals:	$0.00	Invoiced Previously:	$	14,000.00
		Invoiced ITD:	$	14,000.00

Task 3.1 Phase 2 NOC

Salary:	$ -	Invoiced Previously:	$1,218.09
Other Direct Costs:	$ -	Invoiced ITD:	$1,218.09
Outside Professionals:			

Alternate Intake Task

Salary:	$ -	Invoiced Previously:	$5,096.85
Other Direct Costs:	$ -	Invoiced ITD:	$5,096.85
Outside Professionals:			

Total Due this Invoice $ 2,955.04