

Customer Number 28868  
 Invoice 9990000111414

Environmental Conservation Law (ECL) Article 72 and 6NYCRR Part 481 of this Department provide that all persons who require a permit, certificate, or approval pursuant to a State environmental regulatory program, or who are subject to regulation under a State environmental regulatory program, are required to submit an annual fee to this Department.

Remittance must be received by the payment due date shown on the invoice to avoid interest and penalty charges. Interest rates are set by the Commissioner of Taxation and Finance, and assessed pursuant to Article 72 of the Environmental Conservation Law. Penalties are assessed based on the amount of the payment deficiency at a rate of five percent of that deficiency per month, not to exceed twenty-five percent. NOTE: The penalty rate for the Operating Permit Program may differ and is shown on your invoice, if applicable.

**DISPUTES:** Please take notice that pursuant to 6 NYCRR 481.9(c) challenges to a Regulatory Program Fee may be rejected under the following circumstances; (1) failure to make a request for a recalculation of the fee within 30 business days of the date of the Department's original invoice; or (2) failure to make payment in full of the undisputed amount of the annual program fee; or (3) failure to give a specific reason for challenging the fee. A new fee recalculation request must be submitted for each year's assessment, regardless of the status of the previous years recalculation request.

**IF A DETERMINATION IS MADE IN FAVOR OF THE DEPARTMENT, DISPUTED AMOUNTS NOT PREPAID AT THE TIME OF DISPUTE ARE SUBJECT TO INTEREST AND PENALTY CHARGES, RETROACTIVE FROM THE DUE DATE.**

If you have any questions regarding this bill, you may call the Regulatory Fee Determination Unit's TOLL FREE INFORMATION LINE 1-800-225-2566 between 9:00am-12:00pm and 1:30pm-4:00pm Monday through Friday.

Dispute Forms, Change of Address Forms and Permit Transfer Forms can all be requested at any Regional DEC Office or by calling 1-800-544-5252. Or you may download them directly at <http://www.dec.ny.gov/about/45325.html>.

To:  
 VITO SPADAVECCHIA  
 UNITED WATER OF NEW YORK  
 360 WEST NYACK RD  
 WEST NYACK, NY 10994

Checks should be made payable to:  
 NYS Department of Environmental Conservation.  
 Please include a copy of this invoice along with your payment.

Remit To:  
 NYS DEPARTMENT OF ENVIRONMENTAL  
 CONSERVATION  
 CHURCH STREET STATION  
 PO BOX 3782  
 NEW YORK, NY 10008-3782

SubTotal (\$)	30,000.00
Interest (\$)	0.00
Penalties (\$)	0.00
Payments (\$)	600.00
Credits (\$)	29,400.00

Outstanding balance as of  
 24-Jan-2012 in USD 0.00

Customer Number 28868  
 Invoice 9990000111414

Customer Number  
 28868

Please include a copy of this  
 page with all payments.

**Legally Responsible Party (LRP):**  
 UNITED WATER NEW YORK INC  
 360 W NYACK RD  
 WEST NYACK, NY 10994-1743

Transaction  
 9990000111414  
 Billing Date  
 06-Sep-2011

SPDES ID Number  
 0248258

**Facility Name & Address:**  
 RAMAPO VALLEY WELL FIELD  
 65 ST RTE 59  
 HILLBURN, NY 10931

Terms	Due Date	Customer Contact	Contact Phone
30 NET	06-Oct-2011	VITO SPADAVECCHIA	

Description	Billing Year	Daily Discharge( MGD)	Fees
SPDES Industrial Fees- 1,000,000 - 9,999,999gpd	2011	4.896	30,000.00

**Special Instructions**

All payments must be in U.S. dollars only.

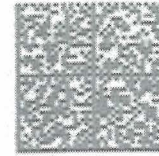
SubTotal (\$)	30,000.00
Interest (\$)	0.00
Penalties (\$)	0.00
Payments (\$)	600.00
Credits (\$)	29,400.00
Outstanding balance as of 24-Jan-2012 in USD	0.00

00-00-30



New York State Department of Environmental Conservation  
625 Broadway  
Albany, NY 12233 5013

RETURN SERVICE REQUESTED



UNITED STATES POSTAGE  
EAGLE  
BETNEY BOWLES  
02 1R \$ 00.45<sup>0</sup>  
0002001815 JAN 27 2012  
MAILED FROM ZIP CODE 12233

UNITED WATER NEW YORK  
360 WEST NYACK ROAD  
WEST NYACK, NY 10994

1099481737 0001



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Provided by Client

# TAB 7

REQUISITIONER  
Elaine O'Brien



**INVOICE SUMMARY**

**DATE:** June 16, 2011

**CLIENT:** UNITED WATER  
ROBERT GERBER, ESQ.  
200 OLD HOOK ROAD  
HARRINGTON PARK, NJ 07640

**Privileged & Confidential**

**CLIENT  
MATTER  
NUMBER:** 068210.1002

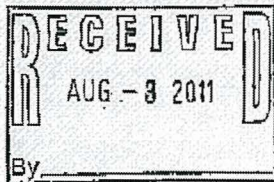
**MATTER:** NEW YORK / GENERAL

**BILLING  
ATTORNEY:** 3704 Johan Lubbe

**INVOICE:** 3701024

Legal Services for the period ending May 31, 2011

Total Fees for Services Rendered	\$21,950.00
Total Disbursements	\$37.19
<b>Total Amount Due This Invoice</b>	<b><u>\$21,987.19</u></b>



APPROVED FOR RECEIPT

*Robert Gerber*  
Attorney

Approved By:

*Charles T. Wall*  
Charles T. Wall  
SVP HR & Communications

**Payment due upon receipt**

LITTLER MENDELSON P.C. - P. O. Box 45547, San Francisco, CA 94145.0547 Email: billingsupport@littler.com Phone: 800.264.1031

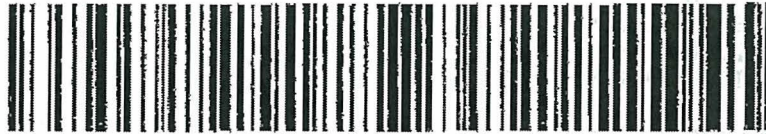
170 MarkView Bar Code Generation

Page 1 of 1



Requisition Required Cover Page

Document Type: Requisition Required  
Business Unit: 00200 United Water New York  
Priority: High



170 MarkView

DTID-415CPID-240\

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[http://njhpsimsp01.unitedwater.com:3008/mvasplsql/pls/mvt\\_cover\\_page.GenerateCover...](http://njhpsimsp01.unitedwater.com:3008/mvasplsql/pls/mvt_cover_page.GenerateCover...) 10/27/2008

United Water New York  
 PeopleSoft Journal Entry Export  
 Journal ID: APV0398286

Description	Monetary Amount	Currency Code	Ledger	GL Unit	Control Account	Sub Account	Detail Account	Project	Activity	Source Type	Category	Department	Journal ID	Line	Journal Date
Re: New York/General (invoice	21,987.19	USD	ACTUALS	00200	600	91350		REGOP600_200	923000	PROFS	LEGAL	400	APV0398286	122	12/9/2011
Accounts Payable	-21,987.19	USD	ACTUALS	00200	201	23200							APV0398286	1	12/9/2011

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**PO Inquiry**

**Business Unit:** 00200      **PO No.:** 0000129117      **PO Date:** 12/09/2011      **Match Rule:** STANDARD  
**Vendor ID:** 0000039917      **Location:** MAIN      LITTLER MENDELSON PC

PO Line												
Line Number: 1      Sched Num: 1      Item ID:											Description Re: New York/General (invoice dated 6/16/11)	
Amount: 21987.19 USD      PO Qty: 1.0000											Match Status PO: Matched	
Invoice Details												
AP Unit	Voucher	Line	Entry Status	Close Status	Match Status	Amount	Currency	UOM	Quantity	BU Recv	Receipt No	Receipt Line
00200	00103883	1	Postable	Open	Matched	21987.19	USD	EA	1.0000			
Receiver Details												
BU Recv	Receipt No	Receipt Line	Match Status	Amount	Currency	UOM	Recv Qty	Accept Qty				
RTV Details												
BU RTV	RTV ID	RTV Line	Status	Return Action	Disposition	Reason Code	UOM	Return Qty	Ship Qty			

Save    Return to Search    Notify



[Back To Voucher Inquiry](#)

**Business Unit:** 00200      **Voucher ID:** 00103883      **Invoice Number:** 301024

**Vendor Name:** LITTLER MENDELSON PC      **Vendor Location:** MAIN

**Gross Invoice Amount:** 21,987.19      **Transaction Currency:** USD

Details										
Bank SetID	Bank Code	Bank Account	Payment Reference ID	Applied Business Unit	Applied Voucher ID	Payment Date	Payment Amount	Payment Currency	Voucher Paid Amount	Payment Status
SHARE	01	0002	<u>00108178</u>			01/03/2012	21,987.19	USD	21,987.19	Paid

# TAB 8



Report ID: GLC7501

PeopleSoft Financials  
JOURNAL ENTRY DETAIL REPORT

Page No. 1  
Run Date 08/30/2012  
Run Time 2:56:08 PM

Unit: 00200  
Journal ID: NY\_WATER  
Date: 08/15/2012  
Description: To accrue for purchased water

Ledger Group: ACTUALS  
Source: JES  
Reversal: N  
Reversal Date:

Foreign Currency: USD  
Rate Type: CRRNT  
Effective Date: 08/15/2012  
Exchange Rate: 1.00  
Opr ID: SCHUNG  
Journal Status: V

PROCESSED 8/30/12

Line #	Customer	Control Acct	Sub Acct	Detail Acct	Flow	Project	Department	Affiliate	Scenario	Stat	Statistics Amt	Base Amount	
00200													
											Total Lines: 2	Total Base Debits: 102,000.00	Total Base Credits: 102,000.00
1		500	50605			REGOP500_200	100					102,000.00 USD	
											Open Item Key:	Description: Purchased water	Reference:
2		208	24225		F15							-102,000.00 USD	
											Open Item Key:	Description: Accrued - purch water	Reference:


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End of Report

Provided By Client

**Goldfarb, Elena**

---

 **From:** Engelking, Joshua  
**Sent:** Wednesday, August 29, 2012 11:06 AM  
**To:** Goldfarb, Elena  
**Subject:** Purchase Water Accrual August 2012

Purchase Water Accrual:

\$102,000.00

49070  
K000804

**WHOLESALE WATER SUPPLY AGREEMENT**

**WHOLESALE WATER PURCHASE AGREEMENT**

PIPC  
4/3/02 Under

THIS AGREEMENT ("Agreement") is made as of the 12<sup>th</sup> day of January 2006 the "Effective Date"), by and between PALISADES INTERSTATE PARK COMMISSION ("PIPC") AND THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION ("OPRHP") ("PIPC" and "OPRHP" collectively referred to herein as (the "State")) organized and existing pursuant to the laws of the State of New York, having its principal office at the Governor Nelson A. Rockefeller Empire State Plaza, Agency Building 1, Albany, New York 12238 and UNITED WATER NEW YORK INC. ("United Water"), a domestic business corporation organized under Transportation Corporation Law of the State of New York, having its principal office at 360 West Nyack Road, West Nyack, New York 10994

**WITNESSETH:**

**WHEREAS**, the State owns and operates the Letchworth Water Supply System; and

**WHEREAS**, the State has shut down the Letchworth Water Treatment Plant and System as it is no longer needed to supply the Letchworth Mental Health Center; and

**WHEREAS**, United Water operates a system for the supply of water to Rockland County residents; and

**WHEREAS**, the State desires to supply and sell, and United Water desires to purchase water under the terms hereinafter provided.

**NOW, THEREFORE**, in consideration of the premises and of the agreements herein contained, the parties hereto agree as follows:

1. Amount Supplied. For the term of this Agreement and in accordance with this Agreement, the state agrees to supply and sell water to United Water from the First, Second and Third reservoirs (the "Reservoirs") that formerly supplied the existing Letchworth Water Treatment Plant in the following amounts: 365 million gallons per year, with a maximum monthly withdrawal in any one month of 45 million gallons. Notwithstanding the above, the above limitations shall not apply when all three Reservoirs are spilling. The parties agree that the foregoing shall be subject to approval of the New York State Department of Environmental Conservation ("NYSDEC") as well as OPRHP/PIPC. United Water may utilize the water purchased to serve its customers within the United Water New York franchise area in New York State pursuant to the Public Service Law and regulations and United Water's tariff.

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2. Regulatory Approval. United Water shall seek all required municipal and regulatory

and the parties shall not have any further obligations hereunder.

3. (a) Letchworth Water Treatment Plant. During the term of this Agreement, the OPRHP/PIPC shall license to United Water the existing Letchworth Water Treatment Plant and any appurtenances thereto, including the existing water main running from the dams of the Reservoirs to the treatment plant and the water main along Call Hollow Road. United Water shall, subject to obtaining a NYSDEC water supply permit (the "DEC Permit") improve, and/or upgrade the Letchworth Water Treatment Plant. Improvements and/or upgrades that are contemplated are listed in attachment A to this agreement and are estimated to aggregate \$1,000,000 in cost. All improvements and upgrades shall be subject to the prior approval of OPRHP/PIPC; provided, however, such approval shall not be unreasonably withheld, delayed or conditioned.

(b) Interconnection. The State shall license to United Water the existing pipeline leading from the treatment plant and extending from the treatment plant to Call Hollow Road. United Water shall perform upgrades to the pipeline and connect it to United Water's existing water supply system along Call Hollow Road

(c) License Agreement. The State and United Water shall simultaneously execute a License Agreement in substantially the form attached hereto and made a part hereof as Exhibit A. The License Agreement shall allow United Water to operate, maintain and upgrade the Letchworth Water Treatment Plant and the Interconnection. The term of the License Agreement shall run concurrently with this Agreement.

4. Metering. Water to be supplied by the State shall be continuously measured by one or more meters located at or adjacent to the Letchworth Water Treatment Plant. The meter or meters will be supplied by United Water and installed, owned and maintained by United Water or under its supervision, at United Water's sole cost and expense. Both parties shall have the right of access to such meter or meters to inspect and test same; however, if the State wishes to inspect and/or test the meter or meters, it must be accompanied by an authorized representative of United Water. The State will provide United Water with notice of its intention to test and/or inspect the meter, and the parties will decide upon a mutually acceptable and reasonably expeditious time to do so.

5. Wholesale Rates. The State agrees to sell and United Water agrees to buy water delivered pursuant to this Agreement at an initial rate of \$678 per million gallons (the "Initial Rate") for the first 365 million gallons taken annually. United Water agrees to pay the escalated rate of \$1,000 per million gallons (the "Escalated Rate") for amounts exceeding 365 million gallons annually.

Initial rate or to the increased Initial Rate as such increases are contemplated herein (the "Adjusted Initial Rate"). The effective date for any Adjusted Initial Rate shall be on the first day of the month following the effective date of a rate change as ordered by the PSC, For example, if United Water receives a base rate increase from the PSC of 5% on 9/15/06, the Adjusted Initial Rate would be calculated as  $(\$678 + (50\% \times 5\% \times \$678))$  or \$695 per MG, effective on 10/1/06. Any future increases to the base rate granted by the PSC would be calculated using the prior Adjusted Initial Rate.

6. Payment. (a) The charge for the amount of water supplied shall be determined by the combined total quantity supplied through the meter or meters each month for each reading period multiplied by the applicable wholesale rate set forth above. Meter reading and verifications shall be made by United Water on a monthly basis. The state shall have the right to access all meters upon any reasonable notice, and to verify meter readings accordingly. Payment shall begin on the Commencement Date as defined herein. The State shall bill United Water on the first of the month. United Water shall remit payment for all sums due to the State within thirty (30) days from receipt of the invoice.

(b) United Water agrees to an annual minimum payment based upon the purchase of a minimum quantity of 182.5 million gallons per year. If United Water does not use the 182.5 million gallons in a year, then United Water shall pay the shortfall within thirty (30) days following end of any given contract year following the Commencement Date (defined below). Payment shall be in the form of checks payable to NYS OPRHP, and mailed to the Bureau of Fiscal Management, Agency Building 1, Albany, New York 12238.

7. Commencement Date. The monthly payment which is to be based on the minimum purchase as set forth in paragraph 6 above shall commence on the first day of the month immediately following receipt of all necessary municipal and regulatory approvals and construction of any water facilities and appurtenances necessary to take the minimum deliveries under this Agreement ("Commencement Date"). The Commencement Date is currently anticipated to be on or before October 1, 2005. The parties hereto shall use their best efforts to have all work necessary for this Agreement to take effect prior to October 1, 2005.

8. Term. The term of this Agreement shall commence on the date hereof and continue for a period of thirty five (35) years following the Commencement Date. The term shall be extended for an additional ten-year term and then for an additional five year term upon consent of the parties and the approval of the State Comptroller.

(b) Notwithstanding the foregoing, the minimum purchase obligations set forth in Section 6 hereof shall be suspended during any period in which the State does not supply the minimum purchase obligation for reasons outlined in this Section.

10. Dam Maintenance and Liability.

The State retains responsibility for the capital improvements and the overall maintenance of the three dams (the "Dams") associated with the Reservoirs. The State shall maintain the Dams in such a fashion that the Dams are operational for the purposes intended herein and so that UWNY is not impaired and has the ability to obtain the water in accordance with the DEC Permit.

Notwithstanding the foregoing, the State does not intend to assume maintenance and repair obligation for the Dams beyond the obligations imposed by the various state and federal statutes and regulations which are otherwise applicable.

United Water shall not assume any liability associated with the Dams including capital improvement and/or maintenance thereto including Dam inspections.

11. Events of Default; Remedies.

11.1. The following shall constitute events of default ("Default") under this Agreement:

- (a) failure of either party to observe any material provision of this License;
- (b) failure of either party to observe any material provision of the License Agreement;
- (c) If either party makes an assignment for the benefit of creditors; files or acquiesces to a petition in any court (whether or not pursuant to any statute of the United States or of any State) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; or makes an application in any such proceedings for or acquiesces to the appointment of a trustee or receiver for it or any portion of its property.

(d) If a petition is filed by either party in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings; and said party is thereafter be adjudicated a bankrupt; or such petition is approved by any such court; or such proceedings shall not be stayed, dismissed, discontinued or vacated within ninety (90) days.

11.2. Event of Default by United Water. In the event of a Default by United Water, and if

such Default continue for sixty (60) days after the State has given notice to United Water specifying such default and demanding that same be cured (unless such default cannot be cured by the



Water hereunder, the State shall have the right by written notice to United Water to terminate this License, as well as other equitable and legal remedies available to it.

11.3. In the event of a Default by State. In the event of a Default by the State, and if such Default shall continue for sixty (60) days after the United Water has given notice to the State specifying such default and demanding that same be cured (unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of sixty (60) days, in which case the State shall have such longer period as shall be necessary to cure the default, so long as the State proceeds to cure the same within such sixty (60) day period and prosecutes the cure to completion with due diligence), then, in the event of a default by the State hereunder, United Water shall have the right by written notice to State to terminate this License, as well as other equitable and legal remedies available to it.

12. Termination.

(a) An early termination of this Agreement in accordance with provision 11 shall result in the simultaneous termination of the License Agreement unless otherwise agreed to in writing by the parties.

13. Miscellaneous.

(a) This Agreement shall not be modified except by written agreement duly executed by the parties.

(b) This Agreement is subject to approval of the State Comptroller as well as receipt of all other necessary approvals and/or permits, if any, by state or local agencies, commissions or boards, as may be required by law including, but not limited to, the NYSDEC. Both parties shall diligently apply for and pursue such approvals and/or permits so that the Commencement Date may be achieved by the deadline set forth herein.

(c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any. This Agreement does not create any right or benefit for any individual or entity that is not a party hereto.

(d) This Agreement may not be sold, assigned or transferred by United Water without the written approval of the State, such approval shall not be unreasonable withheld. (e)

This Agreement shall be governed, interpreted, construed and regulated by the laws of the State of New York.

(f) Notice shall be valid upon actual receipt and shall be , addressed as follows:

Albany, NY 12238

to United Water:  
United Water New York Inc.  
360 West Nyack Road  
West Nyack, NY 10994  
Attn: General Manager

With a copy to:  
United Water  
200 Old Hook Road  
Harrington Park, NJ 07640  
Attn: Legal Department

(g) This Agreement and State Appendix A, Attachment A and exhibit A attached hereto constitute the entire agreement between the parties with respect to the matters contained herein. All prior agreements with respect therein are superseded hereby. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year first written above.

Attest: **UNITED WATER NEW YORK INC.**

Leslie Maier  
Name: LESLIE MAIER  
Title: ADMINISTRATIVE ASSISTANT

M. Pounting  
Name: MICHAEL POUNTING  
Title: V. P. & GENERAL MANAGER.

Attest: **PALISADES INTERSTATE PARK COMMISSION**

Carol Ash  
Name: CAROL ASH  
Title: Executive Director

STATE OF NEW YORK ) :ss.  
COUNTY OF Rockland )

On the 6<sup>th</sup> day of January in the year 2006 before me,  
the undersigned, a Notary Public in and for the said State personally appeared  
Michael Pointier, personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity  
(ies), and that by his/her/their signature on the instrument, the individual (s), or the person upon  
behalf of which the individual acted, executed the instrument.

LESLIE MAIER  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01MA6060837  
QUALIFIED IN ROCKLAND COUNTY  
MY COMMISSION EXPIRES JULY 2, 2007

Leslie Maier  
NOTARY PUBLIC

STATE OF NEW YORK ) :ss.  
COUNTY OF Orange )

On the 17 day of January in the year 2006 before me,  
the undersigned, a Notary Public in and for the said State personally appeared  
Carol Ash, personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity  
(ies), and that by his/her/their signature(s) on the instrument, the individual, or the person upon  
behalf of which the individual acted, executed the instrument.

DEBRA A. FLECKENSTEIN  
Notary Public, State of New York  
Qualified in Orange Co. No. 01FL5071985  
Commission Expires Jan. 21, 2007

Debra A. Fleckenstein  
NOTARY PUBLIC

STATE OF NEW YORK ) :ss.  
COUNTY OF Albany )

On the 12<sup>th</sup> day of January in the year 2006 before me,  
the undersigned, a Notary Public in and for the said State personally appeared  
Christopher Kushkarski, personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his capacity, and that by his  
signature on the instrument, the individual, or the person upon behalf of which the individual  
acted, executed the instrument.

Lorraine M. De Rossi  
NOTARY PUBLIC  
LORRAINE M. DE ROSSI  
Notary Public, State of New York  
No. 4723960  
Qualified in Montgomery County  
Commission Expires Dec. 31, 2006

## Attachment A to Wholesale Water Agreement

Improvements and upgrades to the Letchworth Water Treatment Plant (WTP) that are contemplated by paragraph 3 (a) of this Wholesale Water Agreement are valued at approximately \$1,000,000, and will include modernization of the walls, ceilings and roof of the WTP, as well as modernization of the storage tanks, boiler, reservoir, filters and Replacement of the sludge pumps, as well as

- Demolition and removal of chemical feed and mixing system equipment,
- Removal of filter media and replacement,
- Cleaning of all basins, (sedimentation basins, clear well, backwash detention), basins,
- Repair and maintenance of all manually operated and electrically operated valves,
- Installation of new instrumentation equipment (turbidimeters, chlorine monitors,
- Setting up of on site process laboratory,
- Providing new chemical storage and chemical feed equipment,
- Upgrading inside lighting and electrical wiring; providing outside lighting,
- Upgrade electrical service from 208 V single phase to 480V 3-phase service, and
- Provide a permanent electrical pump station downstream of the clearwell.

**S.I. 8 Transaction**

**Transaction Selected:**

Date: 8/15/2012

Dr: Purchased Water (Expenses)

102,000

Cr: Accrued – Purchased Water

102,000

Contract Annual Volume		182,500,000		
Contractual Rate/MG	\$	850.36	per	1,000,000
Contract Value	\$	155,191		
Estimated UW Annual Volume		117,170,000.00		
Estimated Analysis Rate/MG	\$	1,324.49		
2012 Actual Volume through August		102,762,000		
2012 Actual Expense booked through July	\$	65,894		
2012 Estimated Expense through August	\$	136,107		
<b>Analysis August Entry with True Up Amount</b>	<b>\$</b>	<b>70,214</b>		
<b>UW August Entry with True up</b>	<b>\$</b>	<b>102,000</b>		
<b>Difference</b>	<b>\$</b>	<b>31,786</b>		

**UNITED WATER NEW YORK  
LETCWORTH PLANT  
Diversion**

**MONTH OF - AUGUST**

**YEAR - 2012**

Last day of previous month

834905000

		<b>Start Read</b>	<b>End Read</b>	<b>Usage / MG</b>
1	Wednesday	834905000	835759000	854,000.00
2	Thursday	835759000	836603000	844,000.00
3	Friday	836603000	837437000	834,000.00
4	Saturday	837437000	838280000	843,000.00
5	Sunday	838280000	839119000	839,000.00
6	Monday	839119000	839893000	774,000.00
7	Tuesday	839893000	840678000	785,000.00
8	Wednesday	840678000	841535000	857,000.00
9	Thursday	841535000	842338000	803,000.00
10	Friday	842338000	843167000	829,000.00
11	Saturday	843167000	843964000	797,000.00
12	Sunday	843964000	844797000	833,000.00
13	Monday	844797000	845620000	823,000.00
14	Tuesday	845620000	846468000	848,000.00
15	Wednesday	846468000	847330000	862,000.00
16	Thursday	847330000	848191000	861,000.00
17	Friday	849035000	849832000	797,000.00
18	Saturday	848191000	849035000	844,000.00
19	Sunday	849832000	850631000	799,000.00
20	Monday	850631000	851460000	829,000.00
21	Tuesday	851460000	852302000	842,000.00
22	Wednesday	852302000	853139000	837,000.00
23	Thursday	853139000	854033000	894,000.00
24	Friday	854033000	854936000	903,000.00
25	Saturday	854936000	855849000	913,000.00
26	Sunday	855849000	856773000	924,000.00
27	Monday	856773000	857784000	1,011,000.00
28	Tuesday	857784000	858870000	1,086,000.00
29	Wednesday	858870000	859967000	1,097,000.00
30	Thursday	859967000	861033000	1,066,000.00
31	Friday	861033000	862060000	1,027,000.00

**27,155,000.00**

30,655,000.00

Amount Due PIPC  
**\$101,737.07**

**Average** 875,967.74  
**Max. Day** 1,097,000.00  
**Min. Day** 774,000.00

**Breakdown**  
August \$23,091.53  
Difference \$78,645.54

**Days Out-of-Service** 1

Month	Volume
September 2011	13,649,000.00
October 2011	759,000.00
May-12	8,655,000.00
Jun-12	33,716,000.00
Jul-12	33,236,000.00
Aug-12	27,155,000.00
<b>Total:</b>	<b>90,015,000.00</b>
Min Purchase Volume:	182,500,000.00
Year End Balance:	92,485,000.00

**Letchworth Plant  
Purchased Water  
Account 24225**

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	Usage	Thousand Gallons	Amount	2012 Accrual	2012 Payments	GA. Balance @ 12/31/2012
Dec-12						
Nov-12				\$ (25,836.17) b		
Oct-12	0	0		\$ 13,600.00		
Sep-12	12,535,000	12,535	\$ 11,125.63	\$ 887.56	\$ 10,659.26	
Aug-12	27,155,000	27,155	\$ 23,091.57	\$ 850.36	\$ 102,000.00 a	
Jul-12	33,236,000	33,236	\$ 28,262.62	\$ 850.36	\$ 33,500.00 a	
Jun-12	33,716,000	33,716	\$ 28,670.79	\$ 850.36	\$ 27,339.00 a	
May-12	8,655,000	8,655	\$ 7,359.88	\$ 850.36	\$ 5,054.54 a	
Apr-12	0	0				
Mar-12	0	0				
Feb-12	0	0				
Jan-12	0	0				
Contract minimum	67,203,000	67,203	\$ 57,146.85	\$ 850.36		

Beginning Balance \$ 109,439.05

Contract Minimum 182,500,000 182,500 \$ 155,657.35 \$ 275,755.68 \$ (112,862.63) \$ 162,893.05 OK

	2013	2012	2012 Payments	2011 Minimum	2011 Payments	2011 total	Total	Per Josh	Difference
Contract Minimum	\$11,125.63	\$155,191.00							
Accrual Recorded	\$ 11,125.63	\$ 155,191.00	\$ (112,862.63)	\$ 148,142.29	\$ (38,703.24)	\$ 109,439.05	\$ 162,893.05	\$162,862.04	\$31.01
Accrual to be made	\$ (0.00)	\$ 0.00					\$ 162,893.05		

Formula \$ 850.36 +((50%\*1.8%) \* \$770.83)

	2010 Calc	2011 Calc	2012 Calc	2013 Calc
	\$ 770.83	\$ 811.57	\$ 850.36	\$ 887.56
	50.0%	50.0%	50.0%	50.0%
x	10.57%	9.56%	8.75%	
	5.29%	4.78%	4.38%	0.00%
	\$ 40.74	\$ 38.79	\$ 37.20	\$ -
<b>New Rates Effective</b>	<b>9/1/2010</b>	<b>9/1/2011</b>	<b>9/1/2012</b>	
	\$ 811.57	\$ 850.36	\$ 887.56	\$ 887.56

Per Josh's e-mail		Per Josh's e-mail		Per Josh's e-mail	
Month	Volume	Month	Volume	Month	Volume
September 2012	12,535,000.00	September 2011	13,649,000.00	September 2010	13,327,000.00
October 2012	-	October 2011	759,000.00	October 2010	1,740,000.00
May 2013		May 2012	8,655,000.00	May 2011	
June 2013		June 2012	33,716,000.00	June 2011	13,325,000.00
July 2013		July 2012	33,236,000.00	July 2011	34,362,000.00
August 2013		August 2012	27,155,000.00	August 2011	23,837,000.00
Total:	12,535,000.00	Total:	117,170,000.00	Total:	86,591,000.00
Min Purchase Volume:	182,500,000.00	Min Purchase Volume:	182,500,000.00	Min Purchase Volume:	182,500,000.00
Year End Balance:	169,965,000.00	Year End Balance:	65,330,000.00	Year End Balance:	95,909,000.00
	\$11,125.63		\$155,191.00		\$148,111.28
	0.00		(112,862.63) a		(38,703.24)
	\$11,125.63		\$42,328.37		\$109,408.04
					\$162,862.04
					Outstanding Balance

Payment made in December	December 4 e-mail
	19,346.35 August 2011
	11,006.56 Sept 2011
	845.42 Oct 2011
	77,840.70 Minimum for year ended 8/31/2011
	7,359.88 May 2012
	28,670.74 June 2012
28,262.52	28,262.52 July 2012
23,091.53	23,091.53 August 2012
	11,125.56 Sept 2012
55,554.13	55,554.13 Minimum for year ended 8/31/2012
5,054.45	Misc
112,862.63 a	263,503.39
(13,133.63)	
(12,702.54)	
(25,836.17) b	

S:\LWNY\Purchased Water\_Letchworth\Acct 24225.xls\2012

Period Ending: Aug 31, 2012

C:\Users\richards011\Desktop\Junk\Additional Support Received for DF Transactions\Sequence 8 (S.I. 8)\Purchased Water Accrual SI 8\_022412\_v2.xlsx\Purchased Water Accrual

Run on 08/31/12 at 05:27 PM

IBSCOR200 BU 00200 2012-08-31.xls|Sheet1|19D\$234  
%LACTUALS,SBAL,R,FACCOUNT,TACCT\_ROLLUP\_SEC,NCOS

Breakdown by Account & Period		BALANCE SHEET DRILL												AFTER DEFERRAL		(Debit)/Credit	Rate Year 2	
Account	Description	2012-1	2012-2	2012-3	2012-4	2012-5	2012-6	2012-7	2012-8	2012-9	2012-10	2012-11	2012-12	Amount	Jan - Aug 2012	Sept-Dec 2011	Total	
50605	Purchased water	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(6,054.54)	(28,339.00)	(34,500.00)	(103,000.00)					(175,893.54)	(175,893.54)	(101,931.73)	(277,825.27)	
50606	Purchased Water Deferral	0.00	0.00	0.00	0.00	(6,035.00)	1,000.00	1,043.00	74,884.00					70,892.00	70,892.00	35,894.00	106,786.00	
	Operating expenses	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(12,089.54)	(27,339.00)	(33,457.00)	(28,116.00)	0.00	0.00	0.00	0.00	(105,001.54)	(95,984.54)	(101,931.73)	(197,916.27)	
		(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(6,054.54)	(28,339.00)	(34,500.00)	(23,091.00)									

Breakdown by Account & Period		BALANCE SHEET DRILL												AFTER DEFERRAL		(Debit)/Credit	Rate Year 1	
Account	Description	2011-1	2011-2	2011-3	2011-4	2011-5	2011-6	2011-7	2011-8	2011-9	2011-10	2011-11	2011-12	Amount	Jan - Aug 2011	Sept-Dec 2010	Total	
50605	Purchased water	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(13,000.00)	(27,814.70)	(20,395.86)	(36,848.54)	(28,078.00)	(11,000.00)	(26,005.19)	(168,142.29)	(66,210.56)	(27,100.72)	(93,311.28)	
50606	Purchased Water Deferral	0.00	0.00	0.00	0.00	(10,651.00)	(13,298.00)	(4,360.00)	(6,649.14)	(889.00)	1,778.00	10,000.00	25,005.00	935.86	(34,958.14)	(36,488.15)	(71,446.29)	
	Operating expenses	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(11,651.00)	(28,298.00)	(32,174.70)	(27,045.00)	(37,737.54)	(26,300.00)	(1,000.00)	(1,000.19)	(187,206.43)				

Breakdown by Account & Period		BALANCE SHEET DRILL												AFTER DEFERRAL		(Debit)/Credit	Less: Prior Period	
Account	Description	2010-1	2010-2	2010-3	2010-4	2010-5	2010-6	2010-7	2010-8	2010-9	2010-10	2010-11	2010-12	Amount	Sept-Dec 2010	Adjustment		
50605	Purchased water	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(9,500.00)	(33,287.77)	(33,000.00)	(56,029.69)	20,700.00	(13,000.00)	172.13	2,803.19	(125,142.14)	10,675.32	(37,776.04)		
50606	Purchased Water Deferral	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(23,280.00)	(14,009.00)	(1,172.00)	1,972.85	(36,488.15)	(36,488.15)			
	Operating expenses	(1,000.00)	(1,000.00)	(1,000.00)	(1,000.00)	(9,500.00)	(33,287.77)	(33,000.00)	(56,029.69)	(2,580.00)	(27,009.00)	(999.87)	4,776.04	(161,630.29)				



# TAB 9



Ref ID: GLC7501

PeopleSoft Financials  
JOURNAL ENTRY DETAIL REPORT

Page 1  
Run Date 01/05/2013  
Run Time 4:20:28 PM

11/5/2013

Unit: 00002  
Journal ID: BS\_ADJ\_YEU  
Date: 12/15/2012  
Description: To Adjust Reserve for Bad Debt for December, 2012

Ledger Group: ACTUALS  
Source: XLS  
Reversal: N  
Reversal Date:

Foreign Currency: USD  
Rate Type: CRRNT  
Effective Date: 12/15/2012  
Exchange Rate: 1.00  
Opr ID: AELNAHRA  
Journal Status: E

POSTED  
11/5/13

Line #	Customer	Control Acct	Sub/Acct	Detail Acct	Flow	Project	Department	Affiliate	Scenario	Stat	Statistics Amt	Base Amount
<b>00002</b>			<b>Total Lines:</b>		<b>2</b>	<b>Total Base Debits:</b>		<b>72,710.00</b>		<b>Total Base Credits:</b>		<b>72,710.00</b>
1	545	90405	REGOP545_002	000								72,710.00 USD
		Open Item Key:	Description:		Bad Debt Exp - allowance	Reference:						
15	103	14400	F30									-72,710.00 USD
		Open Item Key:	Description:		Prov for Uncollect Acct (Cr)	Reference:						
<b>00004</b>			<b>Total Lines:</b>		<b>2</b>	<b>Total Base Debits:</b>		<b>55,458.00</b>		<b>Total Base Credits:</b>		<b>55,458.00</b>
2	545	90405	REGOP545_004	000								55,458.00 USD
		Open Item Key:	Description:		Bad Debt Exp - allowance	Reference:						
16	103	14400	F30									-55,458.00 USD
		Open Item Key:	Description:		Prov for Uncollect Acct (Cr)	Reference:						
<b>00027</b>			<b>Total Lines:</b>		<b>2</b>	<b>Total Base Debits:</b>		<b>27,112.00</b>		<b>Total Base Credits:</b>		<b>27,112.00</b>
3	545	90405	REGOP545_027	000								27,112.00 USD
		Open Item Key:	Description:		Bad Debt Exp - allowance	Reference:						
17	103	14400	F30									-27,112.00 USD
		Open Item Key:	Description:		Prov for Uncollect Acct (Cr)	Reference:						
<b>00029</b>			<b>Total Lines:</b>		<b>2</b>	<b>Total Base Debits:</b>		<b>484.00</b>		<b>Total Base Credits:</b>		<b>484.00</b>
4	545	90405	REGOP545_029	000								-484.00 USD
		Open Item Key:	Description:		Bad Debt Exp - allowance	Reference:						
18	103	14400	F30									484.00 USD
		Open Item Key:	Description:		Prov for Uncollect Acct (Cr)	Reference:						

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Re. ID: GLC7501

PeopleSoft Financials  
**JOURNAL ENTRY DETAIL REPORT**

Page No. 2  
 Run Date 01/05/2013  
 Run Time 4:20:28 PM

Unit: 00002  
 Journal ID: BS\_ADJ\_YEU  
 Date: 12/15/2012  
 Description: To Adjust Reserve for Bad Debt for December, 2012

Ledger Group: ACTUALS  
 Source: XLS  
 Reversal: N  
 Reversal Date:

Foreign Currency: USD  
 Rate Type: CRRNT  
 Effective Date: 12/15/2012  
 Exchange Rate: 1.00  
 Opr ID: AELNAHRA  
 Journal Status: E

Line #	Customer	Control Acct	Sub Acct	Detail Acct	Flow	Project	Department	Affiliate	Scenario	Stat	Statistics Amt	Base Amount
<b>00044</b>					Total Lines:	2	Total Base Debits:	432,612.00	Total Base Credits:	432,612.00		
5	545	90405	REGOP545_044	000							432,612.00 USD	
		Open Item Key:					Description:	Bad Debt Exp - allowance		Reference:		
19	103	14400	F30								-432,612.00 USD	
		Open Item Key:					Description:	Prov for Uncollect Acct (Cr)		Reference:		
<b>00046</b>					Total Lines:	2	Total Base Debits:	8,930.00	Total Base Credits:	8,930.00		
6	545	90405	REGOP545_046	000							8,930.00 USD	
		Open Item Key:					Description:	Bad Debt Exp - allowance		Reference:		
20	103	14400	F30								-8,930.00 USD	
		Open Item Key:					Description:	Prov for Uncollect Acct (Cr)		Reference:		
<b>00053</b>					Total Lines:	2	Total Base Debits:	191,213.00	Total Base Credits:	191,213.00		
7	545	90405	REGOP545_053	000							191,213.00 USD	
		Open Item Key:					Description:	Bad Debt Exp - allowance		Reference:		
21	103	14400	F30								-191,213.00 USD	
		Open Item Key:					Description:	Prov for Uncollect Acct (Cr)		Reference:		
<b>00055</b>					Total Lines:	2	Total Base Debits:	175,360.00	Total Base Credits:	175,360.00		
8	545	90405	REGOP545_055	000							175,360.00 USD	
		Open Item Key:					Description:	Bad Debt Exp - allowance		Reference:		
22	103	14400	F30								-175,360.00 USD	
		Open Item Key:					Description:	Prov for Uncollect Acct (Cr)		Reference:		

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Client: 00002  
Journal ID: BS\_ADJ\_YEU  
Date: 12/15/2012  
Description: To Adjust Reserve for Bad Debt for December, 2012

Ledger Group: ACTUALS  
Source: XLS  
Reversal: N  
Reversal Date:

Foreign Currency: USD  
Rate Type: CRRNT  
Effective Date: 12/15/2012  
Exchange Rate: 1.00  
Opr ID: AELNAHRA  
Journal Status: E

Line #	Customer	Control Acct	Sub Acct	Detail Acct	Flow	Project	Department	Affiliate	Scenario	Stat	Statistics/Amt	Base Amount
<b>00060</b>												
Total Lines: 2						Total Base Debits: 49,347.00			Total Base Credits: 49,347.00			
9		545	90405			REGOP545_060	000				49,347.00 USD	
				Open Item Key:				Description:	Bad Debt Exp - allowance		Reference:	
23		103	14400		F30						-49,347.00 USD	
				Open Item Key:				Description:	Prov for Uncollect Acct (Cr)		Reference:	
<b>00100</b>												
Total Lines: 2						Total Base Debits: 1,235,653.00			Total Base Credits: 1,235,653.00			
10		545	90405			REGOP545_100	000				1,235,653.00 USD	
				Open Item Key:				Description:	Bad Debt Exp - allowance		Reference:	
24		103	14400		F30						-1,235,653.00 USD	
				Open Item Key:				Description:	Prov for Uncollect Acct (Cr)		Reference:	
<b>00200</b>												
Total Lines: 2						Total Base Debits: 755,211.00			Total Base Credits: 755,211.00			
11		545	90405			REGOP545_200	000				755,211.00 USD	
				Open Item Key:				Description:	Bad Debt Exp - allowance		Reference:	
25		103	14400		F30						-755,211.00 USD	
				Open Item Key:				Description:	Prov for Uncollect Acct (Cr)		Reference:	
<b>00780</b>												
Total Lines: 2						Total Base Debits: 76,700.00			Total Base Credits: 76,700.00			
12		545	90405			REGOP545_780	000				76,700.00 USD	
				Open Item Key:				Description:	Bad Debt Exp - allowance		Reference:	
26		103	14400		F30						76,700.00 USD	
				Open Item Key:				Description:	Prov for Uncollect Acct (Cr)		Reference:	

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