

Kurt Heidinger
1 Stage Rd.
Westhampton, MA
01027

Mansfield Town Council
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

10.31.11

Dear Mansfield Town Council,

I have attached the Attorney General's formal opinion of 2000, that says the University of Connecticut is not a water company. This opinion is of importance to the Council, because it organizes the legal responsibilities and obligations of government agencies empowered by statutes to regulate the management of public water systems, like the one that provides water to Mansfield Town Hall, and private businesses and citizens in Storrs.

The opinion is of importance to the Council, also, because the Attorney General acknowledged that it placed the publicly-owned water system in Storrs into a nebulous legal and regulatory status, that has no parallel in the state. A result of the opinion is that the publicly-owned water system in Storrs lies outside of some or all of the water company statutes, all alone by itself—which creates regulatory confusion, as each agency is acting without surety of the empowerment those statutes provide. For this reason, he and Representative Denise Merrill supported legislation raised by Senator Donald Williams to return the publicly-owned water system in Storrs to the regulatory regime standard and normal for every other public drinking water source, urban or rural, in the state. This legislation, and another similar bill raised by Senator Williams, failed to pass and become law.

Because of this, the Town of Mansfield and significant group of private business owners and citizens are buying a water product that is not regulated according to the norms enjoyed by water consumers everywhere else in the state.

Moreover, the nebulous legal and regulatory status of the publicly-owned water system in Storrs remains nebulous, as can be ascertained by the next two documents I have attached.

In 2000, the University formalized the water service it provides to Mansfield—"the town will pay the University"—in document "B" which, as the most recent agreement held in Mansfield's town records, has legal bearing. The next document ("C") plainly reveals UConn is *not* supplying, or being paid for, the water Mansfield gets from the publicly-owned water system in Storrs. The Connecticut Water Company is. Is UConn not in breach of contract, in at least two ways, then?

For this reason—and in the political context of the planning for, and institution of, a much larger, vastly more expensive & complex, publicly-owned water system in Storrs—it is the Council's responsibility to its constituents to know exactly what entity is supplying Mansfield with water, and under what regulatory regime—and where the paperwork is for all of this.

Without the paperwork, anything goes—and that's no way to manage an absolutely vital large public water system, whose short- and long-term economic value exceeds that of any infrastructure.

These questions are answerable, and the Council must honorably exercise the powers vested in it to get them answered:

1) The final attached document "D," states the "UNIVERSITY shall bill the TOWN."

Does the University bill the town?

If so, can these billing records be produced for the Council's perusal?

Does the University "establish unit water service, rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis...prior to the first billing of each fiscal year"?

If so, can these records be produced for the Council's perusal?

Does the University "establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis...prior to the first billing of each fiscal year"?

If so, can these records be produced for the Council's perusal?

Is the water and sewer agreement, "renewed on an year-to-year basis"?

If so, can these records of agreement authorizing the annual renewals be produced for the Council's perusal?

2) If UConn has sub-contracted Connecticut Water to sell water to Mansfield, does the Town of Mansfield have a legal record—a signed contract—that authorizes this sub-contracting, and that clearly delineates the services Connecticut Water is providing?

If so, can it be produced for the Council's perusal?

3) If UConn has sub-contracted Connecticut Water to sell water to Mansfield, is the constellation of statutes that apply to water companies now applicable, and if so, is there an authorized statement—a signed contract—that confirms this?

Can it be produced for the Council's perusal?

4) If the town of Mansfield and a significant group of private business owners and citizens in Storrs are being directly billed by, and buying water from, the Connecticut Water Company, does Mansfield have a signed contract with Connecticut Water Company in its records?

If so, can it be produced for the Council's perusal?

5) If UConn has vacated its title to the publicly-owned water system in Storrs, and conferred it to Connecticut Water Company, does the town of Mansfield have a record of this?

If so, can it be produced for the Council's perusal?

With the highest respect for the duties you ably shoulder,
of honoring and protecting the rights, health and economic well-being
of the businesses and citizens you serve,
I await your report that ascertains what entity is supplying Mansfield and a
significant group of private business owners and citizens in Storrs with water,
and ascertains under what regulatory regime (else there is no regime),
and ascertains where in your town offices the paperwork is for all of this,

sincerely yours,



Governor Dannel P. Malloy | Search: 

GEORGE JEPSEN OFFICE OF THE ATTORNEY GENERAL

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Attorney General's Opinion

Attorney General, Richard Blumenthal**November 29, 2000**

Philip E. Austin
President
University of Connecticut
352 Mansfield Road
U-48
Storrs, CT 06269

Dear President Austin:

Watershed lands are among Connecticut's most precious natural resources -- a legacy for future generations that we have a responsibility to preserve and protect. Besides their vital role in protecting the purity of the state's water supplies, the natural beauty of these lands, undisturbed and tranquil, provides a refuge and respite from development and commercialism. These pristine lands are irreplaceable; once developed they are forever lost.

For these reasons, almost 25 years ago the Connecticut legislature took direct and significant action to stop the loss of these lands, setting forth a primary policy and objective to preserve and conserve watershed land as open space. The State's policy was embodied in a moratorium on utility company land sales, a land classification system and a requirement of prior notification of proposed land sales to the State, municipalities and private conservation groups, providing them with a first option to purchase such property. Twice, this system was successfully defended against constitutional attack, all the way to the United States Supreme Court. The State's commitment to these lands has been consistently renewed yearly through significant appropriations made by the Connecticut legislature for their purchase and preservation.

As part of the program known as UConn 2000, a vital component of the State's commitment to higher education, the University of Connecticut has undertaken development and expansion of its campus to increase and enhance the educational opportunities that the University offers. This extremely important program has involved development of watershed land where the University is situated. As a consequence of the continuation of the UConn 2000 program, you have asked the Department of Public Health and this office whether, as a matter of law, the University is a "water company" as that term is defined in the General Statutes, subjecting the University's watershed land to the statutory protections and restrictions imposed on private utility companies.

According to the plain language of the law, the University is not a "water company" within the narrow definition contained in the statute, that is, for purposes of the State's watershed land development restrictions. A clear and long settled principle of law provides that the State is not subject to a statutory requirement or responsibility unless there is a specific reference to the State or its agencies in the statute. *State v. Shelton*, 47 Conn. 400 (1879); *Charter Communications Entertainment v. University of Connecticut*, 2000 Conn. Super. LEXIS 770. In this case, the definition of "water company" set forth in *Conn. Gen. Stat. § 25-32a* does not specifically refer to the State or its agencies and it is, therefore, inapplicable to them. In contradistinction, the State is specifically referenced in *Conn. Gen. Stat. § 25-32(a)*, as amended by *Public Act 00-90*, subjecting the University to the State's regulation of the purity and adequacy of the water that it supplies to its students.

While as a legal matter the University is not subject to the panoply of valuable protections established by the State to preserve watershed property, the University should carefully consider whether each step of continuing development at the University is consistent with the State's long and firmly established statutory policy to conserve and preserve watershed and open space land. I am confident that these significant state policies, designed to further both education and the environment, can be harmonized for the benefit of all Connecticut citizens. Indeed, protecting natural resources -- watershed areas specifically and the environment generally -- can enhance your educational mission by setting a good example of advancing the spirit of the law, as well as complying with its letter.

Very truly yours,

RICHARD BLUMENTHAL
ATTORNEY GENERAL

[Back to the 2000 Opinions Page](#)
[Back to Opinions Page](#)



University of Connecticut
Office of the President

MB
B

Thomas Q. Callahan
Associate Vice President

July 5, 2000

Mr. Martin Berliner
Town Manager's Office
4 South Eagleville Road
Mansfield, CT 06268

Dear Marty:

I write to respond formally to the Town of Mansfield's request to the University to provide water to the Town's proposed community center.

As you know, the University already provides water to several commercial, residential and municipal users in Mansfield. A partial list of the users who presently rely on the University's water system include: the Mansfield Town Hall, Region 19 E.O. Smith High School, the Mansfield Senior Center, Wright's Village Apartments, Glen Ridge Cooperatives, Holinko Estates Apartments and the Storrs commercial area. Over the past several years, the University's water capacity and supply plan has been of ongoing interest to Mansfield's elected officials, which is understandable in light of the University's presence in Mansfield and the reliance of so many of the town's residents and businesses rely on the University's water system. The importance of water supply may likely become more pronounced due to our recent agreement to work together to strengthen the commercial areas adjacent to the University or to undertake other projects under consideration such as assisted living facilities.

We are delighted that earlier this month the Town Council authorized you to prepare a comprehensive water supply plan that projects the demands of Mansfield's residential, commercial and municipal users over the next 10 to 30 years and evaluates the Town's options for meeting this demand. This is an important strategic issue for both Mansfield and the University. We will support your efforts in every possible way.

It is within this broader context that I am authorized to inform you that the University will provide water for the community center pursuant to following framework. It is our understanding that the community center will be located adjacent to Audrey Beck Municipal Building and that the projected water demand for this new facility is approximately 5,000 gallons per day. The town assumes sole responsibility for all costs incurred for connecting to the University's existing water lines. The plans for connecting must be reviewed and approved by the University. In addition, the town will pay the University the prevailing water rate based on actual metered usage. We expect the incremental demand placed on the University's water supply by the community center, as well as the ongoing demand of Mansfield's municipal, commercial and residential users presently connected to the University's water system, will be included in the Town's water supply analysis. We also expect that these users would be serviced in the future by whatever alternative the Town ultimately chooses to pursue.

An Equal Opportunity Employer

352 Mansfield Road, Gulley Hall, U-48
Storrs, Connecticut 06269-2048
Telephone: (860) 486-2927
Facsimile: (860) 486-2627

Martin Berliner

-2-

July 5, 2000

The University recognizes that the community center is a priority for Mansfield's elected officials and residents. We are pleased that the University is once again able to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Collins", with a long horizontal flourish extending to the right.

Cc: P. Austin; J. Petersen; D. Dreyfuss; L. Schilling;

Info: The Honorable Donald Williams; The Honorable Edith Prague;
The Honorable Tony Guguliamo; The Honorable Denise Merrill



Town of Mansfield
4 South Eagleville Road
Storrs, CT 06268

Purchase Order # 22362

Please include this Purchase Order# on correspondence.
MUNICIPAL IS TAX EXEMPT

Page 1 of 1
PO Date: 27-Jul-2011

Send all
Invoices to:

FINANCE DEPARTMENT
TOWN OF MANSFIELD
4 SOUTH EAGLEVILLE ROAD
STORRS-MANSFIELD, CT 06268-0000

Ship To:

FINANCE DEPARTMENT
TOWN OF MANSFIELD
4 SOUTH EAGLEVILLE ROAD
STORRS-MANSFIELD, CT 06268-0000

NEWUS 003521-01
CONNECTICUT WATER COMPANY
PO BOX 9683
MANCHESTER, NH 03108-9683

110

Qty	Unit/Item # / Description	Unit Price	Freight	Other	Line Total
	Beck Building 4/6/11-7/6/11	\$382.75	\$0.00	\$0.00	\$382.75
	111-30500-53230-06-008dg Main*Water/Sewer Community Center 4/6/11-7/6/11	\$3,357.58	\$0.00	\$0.00	\$3,357.58
	260-44102-53130-71-00Water/Sewer Mansfield Day Care 4/6/11-7/6/11	\$835.71	\$0.00	\$0.00	\$835.71
	231-47124-53230-00-00Other Cost*Water/Sewer	\$957.00			

AUG 16 2011

234387/88 234334 4586.04
7/12/11

JUL 28 2011

Please send one copy of your invoice. Enter this order in accordance with stated prices, terms, delivery method and specifications shown above. Please notify us if you are unable to ship as specified.

PO # 22362 \$4,586.04

The balance in the above listed account(s) is sufficient to liquidate the amount of this order.

Cheryl A. Lusk

Internal Use Only
Dept Group: TOWN Fiscal Year: 2012
PO Type: R Entered By: ROWLEYKJ

WHITE-VENDOR GREEN-ENCUMBRANCE PINK-RECEIVING GOLD-DEPT

MAN_PO

"D"

TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

This agreement shall become effective on the 1st day of January, 1989, between:

The TOWN OF MANSFIELD, acting by and through its Town Council, hereinafter referred to as "TOWN".

The UNIVERSITY OF CONNECTICUT, acting by and through its Board of Trustees, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, Special Act NO. 78-79 and Public Act No. 85-544 of the State of Connecticut Legislature authorize the UNIVERSITY to enter into agreements with the Mansfield Retirement Community, Inc., the Town of Mansfield, and the Mansfield Housing Authority to provide sewer and water service to facilities for predominantly low and moderate income elderly persons, and

WHEREAS, extensions of the UNIVERSITY'S sewer and water systems have been made for these purposes, and said systems are now in place, complete and functional, and

WHEREAS, UNIVERSITY also supplies water to and collects sewage from the Audrey P. Beck Municipal Building, and

WHEREAS, TOWN and UNIVERSITY are now jointly interested in entering into a formal agreement with each other setting forth the terms and conditions of all said water and sewer services, and

WHEREAS, the terms and conditions of said sewer service have been set forth in the UNIVERSITY'S sewer operating ordinance approved by the Connecticut Department of Environmental Protection and U.S. Environmental Protection Agency attached hereto in part as Appendix A, and by reference made a part hereof, and

NOW, THEREFORE, in consideration of the above premises and the agreements and commitments hereinafter following, TOWN and UNIVERSITY do hereby agree as follows:

I. WATER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall provide water service to: Mansfield Retirement Community, Inc., (Juniper Hill), the Town of Mansfield Senior Center, the Town of Mansfield Housing Authority's Wright's Village, Development and the Mansfield Cooperative's Glen Ridge for a maximum population of approximately five hundred (500) persons, and water service to the Audrey P. Beck Building and Mansfield Housing Authority's Holinko Estates as set forth herein. In addition, water service shall be provided to a nursing facility of one hundred twenty (120) bed maximum when and if such facility is constructed. Said water service shall be in accordance with the quality, quantity and pressure standards for potable water as set forth in sections 19-13-B102 of the Connecticut Public Health Code, excepting that no fire hydrants shall be permitted in the distribution lines beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads.

UNIVERSITY shall maintain adequate sources of supply, treatment facilities, storage facilities, and distribution lines to provide said water service now and for the terms of this Agreement except that the TOWN shall maintain or cause to be maintained all distribution lines, meters and auxiliaries associated with the above referenced facilities beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads in accordance with the UNIVERSITY'S operation and maintenance methods and accepted standards for water distribution systems.

* UNIVERSITY shall bill the TOWN for the water consumed by the above referenced facilities. Said billings shall be on a semi-annual basis based on meter readings located at or near these establishments.

has
+ this
ever
been
done
UNIVERSITY shall establish unit water service rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis. Said rates shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing of each fiscal year.

II. SEWER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall receive sanitary sewage generated only by the facilities named in the first paragraph of Section I above.

TOWN shall cause said sewage from these facilities to be delivered to the UNIVERSITY's sewer system by means of owned and maintained system consisting of a pump station located on Eagleville Road and a 6" force main location on South Eagleville Road, Westwood Road, and Hillside Circle discharging into the UNIVERSITY'S gravity sewer system.

TOWN shall be responsible for the operation and maintenance of said pump station and force main in accordance with UNIVERSITY specifications and standard operation procedures at no cost to UNIVERSITY. To this end, TOWN shall permit UNIVERSITY inspection and approval of TOWN design, construction, maintenance and operation of these facilities whenever appropriate.

UNIVERSITY shall maintain, expand and enlarge, as necessary, any and all of its facilities so as to maintain adequate collection and treatment facilities for said sewage from the TOWN as described above now and for the term of this Agreement.

Where are the records of these billings?

UNIVERSITY shall bill the town for the sewage accepted from the above referenced facilities.

UNIVERSITY shall establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis. Said user charges shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing each fiscal year.

Where are these records?

III. TERM AND AGREEMENT:

This Agreement shall be binding upon the parties, their successors and assigns for a period of five years, and thereafter shall be renewed on a year-to-year basis unless otherwise terminated by either party sixty days in advance of the anniversary date.

Where are these records?

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF MANSFIELD
STATE OR COUNTY

UNIVERSITY OF CONNECTICUT

Martin H. Berliner 6-27-89
Martin H. Berliner
Town Manager

Sallie A. Giffen 5/5/89
Sallie A. Giffen
Vice President for
Finance and Administration

Recommended as to form
and content:

Attest:

[Signature]
Town Attorney

Paul M. Shapiro
Paul M. Shapiro
Assistant Attorney General