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VIA EMAIL

March 21, 2023

Shauna M. Solomon, Esquire
PretiFlaherty
60 State Street
Suite 1100
Boston, MA 02109

RE: G.L. c. 93A, sec. 9 Demand Letter/ Water Quality/ Our File No. 3067

Dear Ms. Solomon:

On January 25, 2023, we sent Housatonic Water Works Company (“HWWC”) a demand letter pursuant to G.L. c. 93A, sec. 9 on behalf of ten residents of Housatonic, Massachusetts (the “Demand Letter”). HWWC did not respond to the Demand Letter within thirty days as required by G.L. c. 93A, sec. 9. After the thirty days had already expired, you contacted us and asked for an extension of the time for response. We agreed to an extension, to March 20, 2023. We received your Response dated March 20, 2023 (“Response”).

The Response fails to make any offer of settlement. In our opinion, HWWC’s failure to make a reasonable or any offer of settlement is a refusal to grant relief on demand in bad faith with knowledge or reason to know that the acts complained of violated G.L. c. 93A, sec. 2. It exposes HWWC to liability for double or treble damages, plus reasonable attorneys’ fees.

HWWC is Liable Under G.L. c. 93A

Without any support or authority, the Response questions whether c. 93A applies to HWWC as a public water supplier.

This questioning does not rise to the level of argument. Furthermore, it is defeated by the case of *Bennett v. Milford Water Company*, 30 Mass. L. Rptr. 466 (2012). In that case the defendant was a for-profit water company, like HWWC. The defendant argued it should be awarded summary judgment on claims for breach of warranty and breach of c. 93A because it did not create the water and because violation of 310 CMR 22.05(8) without more is insufficient to establish liability under c. 93A. The Court rejected both arguments: The Court held that the

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defendant could be liable for breach of warranty because it treated and distributed the water to its customers and it could be liable under G.L. c. 93A because it violated water safety regulations intended to protect public health and the defendant knew or should have known that it was not complying with regulatory standards to protect the quality of the water.

The same points are exactly applicable in this case and defeat any argument that HWWC as a public water supplier is not liable under c. 93A.

The Demand Letter Describes the Injuries Suffered and the Relief Demanded

The Response argues that the Demand Letter does not sufficiently itemize some of the costs suffered by our clients. It says that “[the claimants] have produced no evidence from which we can assess HWWC’s liability for the harms allegedly suffered by your individual clients.”

We disagree. The Demand Letter is seven pages long and attaches Exhibits A through J in 152 pages.

For example, the Demand Letter attaches an Administrative Consent Order and Notice of Noncompliance dated September 29, 2022 issued by the Massachusetts Department of Environmental Protection against HWWC. It recites that HWWC has violated or exceeded the regulatory standards for certain contaminants, such as HAA5, on numerous occasions.

The Demand Letter cites several separate admissions by HWWC that its water may pose health risks, including an increased risk of cancer.

The Demand Letter cited a constant problem of discolored water, which HWWC admits.

The Demand Letter stated that our clients demand safe, fit, pure, and reliable water immediately. It further demands that until HWWC furnishes such water, that HWWC provide them with filtration systems at no cost to them for purchase, installation, operation, maintenance, or repair. It further demands payment of \$3000 per family.

Our clients, the Department of Environment Protection, and the local Board of Health have been in frequent contact with HWWC about the defects. The basic premise of the Response that the Demand Letter does not sufficiently inform HWWC about the basis for the claims in the Demand Letter is completely unfounded.

In summary, the Demand Letter communicates very specific demands. The Response attempts to create a false issue by arguing that not all of the damages described are specific, liquidated dollar amounts. There is no such requirement in G.L. c. 93A.

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In summary, HWWC is fully aware of the Claimants' complaints. The Response does not address the Complaints or make a reasonable offer of settlement. The Response is rejected in its entirety.

Sincerely,



Michael J. O'Neill