

WATER SUPPLY DEFINITIVE AGREEMENT

THIS AGREEMENT, is made and entered into as of the ____ day of ____, 2014, by and between the TOWN OF MANSFIELD, CONNECTICUT, a municipal corporation organized and existing under the laws of the State of Connecticut (“Town”), and CONNECTICUT WATER COMPANY, a Connecticut corporation having its principal offices at Clinton, Connecticut (together with its successors and assigns, “CWC”).

RECITALS

WHEREAS, the University of Connecticut, a non-profit state institution of higher education, organized under the laws of the State of Connecticut (“State”), with principal administrative offices at Storrs, Connecticut (together with its successors and assigns, “UConn”), operates and maintains a system of water distribution infrastructure located in Storrs, Connecticut, that provides potable water to the Town pursuant to that certain Sewer and Water Service Agreement dated as of January 27, 1989 by and between the Town and UConn; and

WHEREAS, the Town owns and operates certain other water distribution infrastructure that provides potable water to certain municipal and other users; and

WHEREAS, pursuant to the Connecticut Environmental Policy Act, C.G.S. §§ 22a-1 *et seq.*, and regulations promulgated thereunder (collectively “CEPA”), UConn completed an environmental impact evaluation and record of decision for potential sources of water supply; and

WHEREAS, consistent with the provisions of Section 92 of Public Act 11-57, UConn consulted with the Town throughout the development of the referenced environmental impact evaluation and record of decision, and the record of decision endorsed CWC as the proposed water utility supplier as detailed therein; and

WHEREAS, the Connecticut Office of Policy and Management has reviewed the referenced environmental impact evaluation, record of decision and related documentation, and determined that UConn satisfied the requirements of CEPA and rendered its approval of the record of decision; and

WHEREAS, UConn has expressed a desire to transfer the responsibility for serving off-campus customer to CWC; and

WHEREAS, the Town desires to receive water supply and utility service from CWC, thereby also securing a supplemental supply of potable water for proposed locally-approved future needs, including but not limited to the Four Corners area; and

WHEREAS, CWC, a public service company subject to the jurisdiction of the Public Utilities Regulatory Authority with public water supply infrastructure extending into Tolland, Connecticut, desires to provide water supply service to the Town as set forth in this Agreement; and

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WHEREAS, CWC upon the receipt of required approvals from Governmental Authorities and construction of the proposed infrastructure, shall be ready, willing and able to provide the Town with the water supply service specified in this Agreement; and

WHEREAS, the Town and CWC negotiated a non-binding letter of intent to serve as the basis of this Agreement, which was approved on October 28, 2013 by the Town Council and executed October 29, 2013 in conformance with the laws of the State and the Mansfield Town Charter.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants, promises, obligations and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and CWC (hereinafter, collectively "Parties" and individually a "Party") hereby agree as follows:

SECTION 1. DEFINITIONS AND ADOPTION

1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below:

"Billed Customers" shall mean those persons, associations, partnerships or corporations of record having a legal obligation to pay for Potable Water supply service as the owners of real property receiving water or tenants thereof having an obligation to pay for water pursuant to an agreement with the real property owner.

"Campus Connection Spur" shall mean the pipeline, valves and related appurtenances to interconnect from the CWC pipeline at Point of Delivery to other elements of the UConn System.

"Capital Improvements" shall mean the water supply pipeline, pumping stations, pumping station upgrades, pressure reducing valves and related appurtenances and work performed by CWC to interconnect the CWC system at Anthony Road and Merrill Road in Tolland to the UConn System, and the infrastructure on Middle Turnpike that would serve the Four Corners in Mansfield, as identified in Exhibit A attached hereto and hereby incorporated into this Agreement.

"Completion Date" shall mean the date of the Town's receipt of CWC's written notice of completion of construction and testing of Capital Improvements provided UConn has completed construction of the Campus Connection Spur to interconnect to the CWC system.

"Connecticut General Statutes" or "C.G.S." shall mean the State of Connecticut General Statutes, Revision of 1958, revised to 2013, and as revised and amended from time to time.

"CTDEEP" shall mean the Connecticut Department of Energy and Environmental Protection, or its successor as established by Law.

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“CTDPH” shall mean the Connecticut Department of Public Health, or its successor as established by Law.

“CWC” shall mean the Connecticut Water Company, its successors and assigns.

“CWC Emergency Contingency Plan” shall mean the Emergency Contingency Plan of the Connecticut Water Company as approved by PURA and revisions and amendments thereto. A copy of the Stages of the Emergency Contingency Plan - Western System, which would be applicable in Mansfield, appears in Exhibit B attached hereto and is hereby incorporated into this Agreement.

“CWC Main Extension Agreement” shall mean the Main Extension Agreement used by the Connecticut Water Company for main extensions referenced in Section 2.2 hereof, such agreement to be in conformance with the then-current PURA regulations and decisions; an example of the current form of the main extension agreement appears in Exhibit C attached hereto and is hereby incorporated into this Agreement.

“CWC Regulations” shall mean the Rules and Regulations of the Connecticut Water Company as approved by PURA on July 14, 2010, and revisions and amendments thereto as approved by PURA, a copy which appears in Exhibit D attached hereto and is hereby incorporated into this Agreement.

“CWC System” shall include the Capital Improvements and the Existing Infrastructure that is used to provide water service to customers in the Town of Mansfield

“CWC Water Supply Plan” shall mean the Water and Supply Plan of the Connecticut Water Company required pursuant to C.G.S. Section 25-32d and revisions and amendments thereto. A then-current copy of the plan for the Western System shall be provided to the Town Clerk, less any provisions redacted for security reasons established by Law, and shall be available for inspection in Town Hall.

“Customer” shall mean any Existing Customer and New Customer as defined herein.

“Diversion Permit” shall mean an authorization issued by the CTDEEP pursuant to the Water Diversion Policy Act, C.G.S. §§22a-365 *et seq.*, as amended, in such form as required by CTDEEP for the purpose of authorizing CWC to provide water to the Town as required by this Agreement.

“Exclusive Service Area” shall mean an area where public water is supplied by one system as established by the CTDPH pursuant to C.G.S. §§25-33c *et seq.*, as amended.

“Existing Customers” shall mean all Billed Customers receiving water supplied by UConn on Existing Infrastructure as of the Completion Date, including any Town Facilities and fire hydrants.

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“Existing Infrastructure” shall mean the Town Infrastructure and UConn Off Campus Infrastructure as defined herein.

“Fire Protection Charges” shall mean the PURA approved charges authorized to recover the costs of infrastructure such as increased sizes of water mains, increased pump capacity, and increased storage capacity necessary for the utility to supply the volume and pressure of water for fighting fires while, at the same time, supplying daily water needs.

“Freedom of Information Act” or “FOIA” shall mean the Freedom of Information Act as set forth in C.G.S. §§1-200 *et seq.* and amendments thereto.

“Fully Depreciated” shall mean the time at which pipes owned by the Town and the University at the time of the agreement have reached the age of 60 years at which time the asset is deemed to have a salvage value of zero and would be transferred to CWC ownership.

“Governmental Approval” means any authorization, consent, approval, license, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority having jurisdiction on matters covered by this Agreement (including, but not limited to, zoning variances, special exceptions and non-conforming uses).

“Governmental Authority” means any federal, state, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity but excluding in all cases UConn.

“Law” or “Laws” shall mean federal, state, local, foreign or other laws, regulations, orders, injunctions, building and other codes, ordinances, permits, licenses, judgments, decrees of federal, state, local, foreign or other authorities, and all orders, writs, decrees and consents of any Governmental Authority, or any court or similar Person established by any such governmental or political subdivision or agency thereof but excluding in all cases UConn. An illustrative, but not exclusive, summary of principal Laws applicable to this Agreement is attached as Exhibit E attached hereto and hereby incorporated into this Agreement.

“Licenses and Permits” shall mean any license, permit, registration, certificate, order, approval, franchise, variance and similar right issued by or obtained from any Governmental Authority or any third party that is required in connection with the operation of a Party’s water supply system, the Capital Improvements or the Supply System Improvements.

“Meter” shall mean a water volume measuring device, meeting design, type and specification per industry standards and PURA regulations, that is used for the purpose of measuring water volumes as provided in this Agreement.

“New Customer Rate” shall mean the rate charged by CWC to New Customers which shall be equal to the water commodity charge and basic service charge as approved by PURA for similarly defined categories of CWC customers.

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“New Customers” shall mean all Billed Customers after the Completion Date who shall be direct customers of CWC that are not Existing Customers, and shall be charged by CWC at the New Customers Rate.

“Notice of Completion” shall mean a written notice from CWC confirming the completion of all necessary or appropriate construction and testing of Capital Improvements in conformance with the requirements of the Agreement.

“Person” shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, individual, municipality, government or any agency or political subdivision thereof, tribal nation, tribe or any other entity.

“Potable Water” shall mean water of a quality meeting or exceeding those standards for quality of drinking water established by the CTDPH pursuant to C.G.S. § 19a-36, including R.C.S.A. § 19-13-B102, and as such standards may be revised or amended from time to time.

“Public Authority Rate” shall mean the PURA-approved rates and charges as specified in CWC’s rate schedule to be paid for water provided at a public facility in the Town of Mansfield or a successor charge established by PURA to replace the Public Authority rate in effect at the time of the agreement.

“Public Facility” shall mean any real or personal property owned, leased, operated, maintained, or occupied by the Town, including, but not limited to, the Mansfield Housing Authority, Regional School District #19, and the Mansfield Public Schools, including fixtures and appurtenances thereto.

“PURA” shall mean the Public Utilities Regulatory Authority presently within the CTDEEP, or its successor as established by Law.

“R.C.S.A.” shall mean the Regulations of Connecticut State Agencies, and as revised and amended from time to time.

“Reasonable Efforts” shall mean the taking of any and all actions which are commercially reasonable under the circumstances and reasonably required to accomplish the desired task or achieve the desired result.

“Record of Decision” or “ROD” shall mean the Final Record of Decision and Environmental Impact Evaluation (EIE) for Potential Sources of Water Supply, University of Connecticut, Storrs, CT, University Project #901662, dated July 30, 2013.

“Storrs Customer Rate” shall mean the rate for water service to be charged by CWC for Existing Customers at the Completion Date which shall be equal to the rates and charges applied by UConn at that time. The rates and charges of UConn as of the Effective Date of this Agreement are as set forth in Exhibit F.

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“System” shall collectively mean the CWC system, and any capacity upgrades made by CWC to meet the demands pursuant to the CWC Water Supply Plan.

“System Improvements” shall mean equipment, modifications and all work or actions to be taken by CWC in connection with the CWC System to meet all CWC obligations under this Agreement.

“Town” shall mean the Town of Mansfield, Connecticut.

“Town Infrastructure” shall mean the Town owned water distribution infrastructure as more fully described in Exhibit G attached hereto and hereby incorporated into this Agreement.

“UConn” shall mean the University of Connecticut, its successors and assigns.

“UConn/CWC Agreement” shall mean that certain Water Supply and Development Agreement by and between UConn and CWC and dated as of December 18, 2013, a copy of which appears in Exhibit H attached hereto.

“UConn Infrastructure” shall mean the UConn water distribution infrastructure on campus as more fully described in Exhibit I attached hereto and hereby incorporated into this Agreement.

“UConn Off Campus Infrastructure” shall include the UConn off campus water distribution system, that provides the water supply for the customers in Mansfield as depicted on Exhibit J that is attached hereto and hereby incorporated into this Agreement.

“Water System Advisory Committee’ or “Advisory Committee” shall mean the group of representatives that will provide local input to CWC and ensure communication and collaboration relating to the water system as described in Section 9.4 of this Agreement.

1.2 Adoption of Preamble and Recitals. The Parties each adopt and certify that each of those respective statements concerning such Party as stated in the preamble and recital of this Agreement are true and correct, and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein, provided that in cases of conflict, the provisions stated in the body of the Agreement shall control over statements in the preamble and recital.

SECTION 2. WATER SUPPLY

2.1 Water Supply Service

(a) Subject to the terms and conditions of this Agreement, beginning on the Completion Date, CWC shall have and agrees to sell and supply to Customers in Mansfield on a 24 hour per day and 365 day per year basis all Potable Water required to meet their demands. CWC shall fulfill its obligation set forth in this Section in strict conformance with the Law.

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(b) CWC shall be authorized and obligated to provide water service for current and future customers on the CWC System in the Town of Mansfield in accordance with all applicable Laws. CWC shall be responsible to meet the current and future public water supply needs for customers in Mansfield, meeting the PURA standards for service at PURA approved rates and all DPH requirements or other applicable laws regarding the purity and adequacy of the water supply.

(c) CWC shall provide Potable Water at the pressure necessary to ensure proper service to Customers in accordance with the Law.

(d) CWC shall supply and deliver Potable Water to Customers using the System in strict conformity with the Law. CWC shall be responsible for ensuring that all water delivered pursuant to this Agreement meets the quality standards for Potable Water set forth in the Law.

(e) In the event that there is a water quality violation in the CWC System in the Town of Mansfield, CWC shall provide notice to customers as required by Law and shall advise the local health official and Town Manager in Mansfield of such violation.

2.2 New Service Connections

(a) CWC shall not permit customer connections to the System by any Person that would violate any connection restriction set forth in the ROD except as ordered or directed by PURA pursuant to C.G.S. §16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town.

(b) CWC shall notify any Person, upon request, of the availability of water supply but shall not permit any connection to the CWC System unless the New Customer to be served by such connection first obtains any required Governmental Approvals.

(c) CWC shall notify the Town Director of Planning and Development of any Person seeking to connect to the System and shall allow the connections as authorized by this Agreement.

(i) Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted, where such uses are consistent with zoning regulations in effect at the time of the request, after providing notice to the Director of Planning and Development, and the applicant has demonstrated that any required local approvals for building or public health or as otherwise required are secured.

(ii) Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted to allow for the existing use of properties, after providing notice to the Director of Planning and Development.

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- (iii) Connections to the CWC System in Mansfield, whether a new use or change to existing use that require a change in zoning or approval by a local land use commission shall be permitted after (a) providing notice to the Director of Planning and Development, (b) allowing for review by the Advisory Committee, and (c) demonstration by the applicant to CWC that all required approvals are secured.
- (iv) Any extension of the CWC System in Mansfield after the Completion Date shall be undertaken in consultation with the Advisory Committee established pursuant to Section 9.4 hereof and permitted if the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement as applicable.

SECTION 3. WATER RATES, CHARGES AND CUSTOMERS

3.1 Customer Water Rates

(a) Customers served by UConn after the Effective Date of this Agreement shall continue to be served by and billed by UConn until the Completion Date.

(b) As of the Completion Date all Existing Customers, including any Town Facilities and fire hydrants, shall become direct customers of CWC and shall be charged the Storrs Customer Rate by CWC. After the Completion Date, the Storrs Customer Rate shall be subject to adjustment by the same dollar amount change approved by PURA for similarly defined categories of CWC customers.

(c) After the Completion Date, all Billed Customers that are not Existing Customers shall be direct customers of CWC (“New Customers”) and shall be charged by CWC at a rate equal to the rates and charges as approved by PURA for similarly defined categories of CWC customers as may be amended from time to time subject to PURA approval.

(d) Notwithstanding Section 3.1(b), any Public Facility that qualifies as a New Customer shall be charged by CWC at a rate equal to the Public Authority rates and charges as approved by PURA for similarly defined categories of customers. The Town shall be charged the PURA approved CWC Fire Protection Charges for any fire hydrants in service after the Completion Date.

(e) Customers in Mansfield, including any Public Facility, shall be subject to applicable PURA approved surcharges or surcredits at the same percentage basis as other CWC customers.

(f) Customers shall pay PURA-approved rates and charges, including any applicable surcharges for the Potable Water received by the Customer. Customers, including the Town, shall not be subject to any form of “take or pay” charges.

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(g) The Parties shall use all reasonable efforts to advocate to PURA for its approval of the rates set forth in this Section 3. In the event that the rates set forth in this Agreement are not approved by PURA as proposed, CWC shall notify the Town and advise them of the process for approval of alternate rates and opportunities to provide comment on the record to PURA on the revised request.

3.2 Water Supply Planning and Information Sharing

(a) The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations information to facilitate required water supply planning efforts, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party.

(b) The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of applicable water supply plans, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics that may affect the operations that are the subject of this Agreement.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 **Representations, Warranties and Covenants of CWC.** CWC represents and warrants as follows:

(a) **Authorization; No Restrictions; Consents or Approvals.** CWC has full power and authority to enter into and perform this Agreement, and all action necessary to authorize the execution and delivery of this Agreement and the performance by CWC of its obligations hereunder has been taken. This Agreement has been duly executed by CWC and constitutes the legal, valid, binding and enforceable obligation of CWC, enforceable against CWC in accordance with its terms subject to bankruptcy laws affecting creditors' rights generally. The execution and delivery of this Agreement and the consummation by CWC of the transactions contemplated herein or hereby, do not (i) conflict with or violate any of the terms of CWC's charter or by-laws or other constituent documents or governing instruments, or, to CWC's knowledge, any applicable Laws, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which CWC is bound or to which any property of CWC is subject, or constitute a default thereunder or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of any Licenses and Permits or other Governmental Approval to which CWC is a party or by which CWC may be bound, or result in the violation by CWC of any Laws to which CWC or any assets of CWC may be subject, except for any such conflict, violation, breach, default or acceleration which would not have a material adverse effect on the ability of CWC to fulfill its obligations under this Agreement or materially and adversely affect the consummation of the transactions contemplated herein.

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(b) Technical Knowledge. CWC has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, adequate capacity, technical knowledge and employees to fulfill its obligations under this Agreement.

(c) Title to Assets. CWC has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, sufficient right, title and interest in and to its assets to be able to carry out its obligations under this Agreement. CWC has not granted any liens, security interests and other encumbrances against its assets, and such assets have or will have as of the Completion Date and during the Term sufficient capacity for CWC to fulfill its obligations under this Agreement.

(d) Licenses and Permits. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in the revocation, cancellation, suspension, modification, or limitation of any of CWC's Licenses and Permits and will not give to any Person any right to revoke, cancel, suspend, modify, or limit any of CWC's Licenses and Permits. Renewal of each of CWC's Licenses and Permits has been or shall be timely applied for to the extent required under all Laws, and to the extent appropriate to protect renewal rights thereunder. To the CWC's knowledge, there is no fact or event which is likely to prevent the renewal of any of CWC's Licenses and Permits under existing Laws or which, with the passage of time or the giving of notice or both, is likely to constitute a violation of the terms of any of CWC's Licenses and Permits or of any applications or agreements made in connection therewith. No action or proceeding is pending or, to the CWC's knowledge threatened, which could result in the revocation, cancellation, suspension, modification, or limitation of any of CWC's Licenses and Permits.

(e) Compliance with Law. CWC is presently in compliance with all applicable Laws with respect to matters relevant to the subject of this Agreement, and to CWC's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has occurred or is occurring.

(f) Real Estate Interests. CWC has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, and will maintain, protect and defend sufficient right, title and interest in all real estate, easements, rights of way and any other interests in real estate to enable CWC to fulfill its obligations, covenants and agreements pursuant to this Agreement.

(g) Pending Litigation. There are no actions, suits, claims, enforcement actions, or proceedings pending against CWC or any Person by reason of CWC being an official or officer of CWC, whether at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined, would have a material adverse effect on the business, financial position, or results of operations of CWC; nor is there outstanding any writ, order, decree, or injunction applicable to CWC that (i) calls into question CWC's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (ii) would otherwise prevent or delay the transactions contemplated by this Agreement.

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4.2 Covenants of CWC. CWC covenants not to impose upon the Town or any Customer in Mansfield any special charge, fee or assessment, including, but not limited to, so-called “wheeling charges,” resulting from CWC’s use of UConn Infrastructure to serve customers in Mansfield.

SECTION 5. CAPITAL IMPROVEMENTS AND SYSTEM DEVELOPMENT

5.1 Design and Construction by CWC. Except as otherwise specifically provided in this Agreement, all matters relating to the design, engineering, permitting, construction, start-up, inspection and testing of the System Improvements, including but not limited to the hiring of contractors and engineers, shall be the sole responsibility, cost and expense of CWC.

5.2 Design Standards. CWC agrees that all Capital Improvements shall be designed, constructed and tested in compliance with (i) prudent industry practices, (ii) the environmental mitigation measures and best construction management practices outlined in the ROD, (iii) all applicable requirements of Governmental Authorities and Laws, including CTDPH “Guidelines for the Design and Operation of Public Water System Treatment, Works and Sources”, and (iv) in accordance with the UConn/CWC Agreement.

5.3 Right of Review and Approval. The Town, its employees, agents, representatives and contractors (which may be selected in the Town’s sole discretion) shall have the right, but no obligation, to review and approve those aspects of the design, engineering, materials and construction plans and specifications proposed by CWC for the Capital Improvements that relate to design, standards and conditions outlined in the ROD, provided that any such Town review and approval shall not be unreasonably delayed or withheld, and provided further that the Town will timely advise CWC if the Town intends not to undertake such review and/or such approval process.

5.4 Infrastructure Development Costs. CWC shall be solely responsible for all fees, capital costs and expenses related to the performance of the Capital Improvements obligations under the terms of this Agreement except the UCONN Campus Spur without imposing an assessment on the Town or any Customer in Mansfield for the construction of that infrastructure. The Town shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of System Improvements under this Section 5.

5.5 Easements and Rights of Way. CWC shall be solely responsible, at its cost and expense, for obtaining and maintaining all easements, rights-of-way or other access and entry authorizations required for CWC to perform its System Improvement obligations under this Agreement. The Town shall grant CWC such easements at no cost as are reasonably necessary for CWC to perform its obligations under this Agreement at locations accessed through land owned by the Town.

5.6 Construction Activities Review and Meetings. The Town shall have the right but no obligation to observe and inspect all construction, start-up, inspection and testing activities related to the System Improvements at any reasonable time to confirm CWC’s compliance with

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this Agreement. The Parties agree to establish a mutually acceptable schedule no less frequently than monthly for CWC to present progress reports to the Town. CWC shall reasonably address any good faith comments or concerns presented orally by the Town in the course of Town observation periods, inspections, progress report meetings, or in writing from the Town to CWC at any time.

5.7. Coordination with Sewer Construction. The Parties agree to use Reasonable Efforts to coordinate the planning and timing of new water main construction with sewer installation or other Town road work planned for the same area.

SECTION 6. WATER SUPPLY INFRASTRUCTURE OWNERSHIP AND MANAGEMENT

6.1 System Ownership. The Parties agree that title to any Existing Infrastructure and off-campus UConn Infrastructure (as contemplated by the UConn/CWC Agreement) shall be transferred to and accepted by CWC upon either its being fully depreciated by the Town or UConn, as applicable, or upon the date of its replacement by CWC, whichever first occurs. Moreover, the Parties agree that CWC takes immediate title to Capital Improvements.

6.2 License to CWC.

(a) The Town shall provide to CWC on the Completion Date, and prior to the transfer of ownership pursuant to Section 6.1 hereof, an irrevocable license authorizing CWC to use, maintain, repair and replace Town Infrastructure as required to serve Existing Customers and New Customers.

(b) Prior to the Completion Date, and prior to the transfer of ownership pursuant to Section 6.1 hereof, CWC shall obtain an irrevocable license from UConn authorizing CWC to use, maintain, repair and replace University owned infrastructure as required to serve Existing Customers and New Customers.

6.3 Infrastructure Operation and Maintenance. As of the Completion Date and thereafter, CWC shall have responsibility at its sole cost and expense to operate, maintain, repair and replace the System in accordance with Law.

6.4 Property Taxes. CWC shall be solely liable for real property, personal property or any other tax with respect to any portion of the System owned by CWC.

SECTION 7. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION PROCEDURES

7.1 Insurance. CWC shall carry and maintain during the period of time it is using Town Infrastructure pursuant to the irrevocable license provided by the Town pursuant to subsection 6.2(a), at its sole cost and expense, such insurance as CWC and the Town reasonably agree to be

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satisfactory to protect both CWC and the Town adequately against any and all loss, damage or liability arising out of or in connection with the transactions contemplated by this Agreement and the operation and maintenance of the System. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be reasonably satisfactory to CWC and the Town, including the following specific provisions: i) Comprehensive General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with a combined limit of at least \$1,000,000, and, ii) Umbrella Liability with a limit of \$5,000,000 over primary limits for Employer Liability, General Liability and Automobile Liability. A certificate of insurance reflecting the coverage required herein and naming the Town as an additional insured shall be provided to the Town to confirm the coverage, maintenance and extension of insurance required by this Agreement including a thirty (30) day prior notice of cancellation provision.

7.2 Indemnification. CWC shall indemnify, defend and hold the Town, its trustees, officers, employees and agents harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damage of third parties that may arise out of or are in any manner connected with the performance of this Agreement by CWC. CWC's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by CWC which is intended to respond to such events. This indemnification obligation shall include, but is not limited to, all claims against the Town by an employee or former employee of the CWC or any subcontractor and CWC expressly waives all immunity and limitation on liability under any Industrial Insurance Act, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 Informal Resolution of Disputes. The Parties agree that if a dispute arises between the Parties relating to the rights, duties, or obligations arising out of this Agreement, then the Parties shall first meet informally in a good faith effort to negotiate a resolution of the dispute. If the Parties do not resolve a dispute in the informal process described herein, then either Party may propose, and the other Party shall agree, to undertake good faith efforts to settle the dispute by the then current non-administered Mediation Rules of the American Arbitration Association. Nothing in this provision of the Agreement shall affect the participation or intervention rights of the Town under Section 9 of this Agreement.

SECTION 8. WATER SUPPLY PERMITTING AND LICENSING

8.1 Regulatory Permits and Approvals.

(a) CWC shall be solely responsible, at its sole cost, for securing all Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to construct or operate infrastructure or equipment to supply and deliver Potable Water or otherwise necessary for CWC to perform its obligations under this Agreement including PURA approval of water rates as set forth in this Agreement.

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(b) The Parties agree to cooperate and use Reasonable Efforts to secure Licenses and Permits or other Governmental Approvals, including modifications and renewals thereof, as necessary and appropriate and in conformance with applicable Law. Notwithstanding the foregoing, the Town shall have no responsibility or liability regarding such activities of CWC.

(c) CWC shall be solely responsible for legal, engineering, and consulting and expert witness costs, administrative fees and other expenses arising in connection with CWC efforts to secure the Diversion Permit, Permits and Licenses or Governmental Approvals, including modifications or renewals thereof, and all other state agency proceedings and court proceedings related to the matters that are the subject of this Agreement or CWC's efforts to perform its obligations under this Agreement. The Town shall have no responsibilities or cost obligations in connection with such efforts, proceedings or matters.

SECTION 9. METERS, BILLING, RECORDS AND COMMUNITY COORDINATION

9.1 Water Meters.

(a) CWC shall own, install, maintain, repair, replace and operate Meters serving Customers, at its sole cost and expense.

(b) CWC metering procedures shall conform to the CWC Regulations,. Procedures for reading Meters, conducting investigations of Meter accuracy or performance, Meter testing and the resolution of Meter discrepancies shall be those set forth in applicable Law.

9.2 Billing.

(a) CWC billing procedures shall conform to the CWC Regulations, as approved by PURA.

(b) The Customer as defined by CWC Regulations shall mean the Billed Customers as specified by this Agreement.

9.3 Freedom of Information Act Requirements. Although CWC is not subject to the Freedom of Information Act, it will use Reasonable Efforts to assist the Town in complying with its obligations under the Freedom of Information Act, as applicable to information that may be created or maintained under the terms of this Agreement. CWC is not a Public Agency as defined by FOIA, and nothing in this agreement is intended to cause CWC to function as a Public Agency.

9.4 Water System Advisory Committee CWC shall commit to the establishment of a Water System Advisory Committee ("Advisory Committee") to provide local input and ensure communication and collaboration relating to the water system.

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(a) The Advisory Committee shall be comprised of representatives of the Town, UConn, local health officials, representatives of adjacent towns including Coventry, Tolland and Windham, and other stakeholders as agreed upon by the Parties to this Agreement.

(b) The Advisory Committee shall advise CWC in connection with the supply of Potable Water and the operation, expansion and integration of the CWC System. The Advisory Committee shall provide information regarding plans and regulations of local land use commissions, consistency of proposals with the Plan of Conservation and Development, and future water supply needs that should be considered in the CWC Water Supply Plan.

(c) The Advisory Committee shall also make recommendations of best management practices, including but not limited to water conservation programs, and CWC shall work cooperatively with the Advisory Committee in the implementation thereof.

(d) The Committee shall serve in an advisory role and shall not approve or deny specific projects or otherwise limit CWC's ability to perform their obligations under the Agreement with the Town or the University or to comply with other statutes or regulations.

(e) The Parties shall establish the Advisory Committee with provisions governing membership and identifying the stakeholders to be represented through a Memorandum of Agreement to be completed and executed within one hundred and twenty (120) days from the execution of this Agreement.

9.5 Best Management Practices. In addition to any recommendations of the Advisory Committee, the Parties agree to the following best management practices:

(a) During non-emergency phases of the CWC Emergency Contingency Plan, such as a water supply advisory, watch or warning, the Town would work cooperatively with CWC to encourage Customers to reduce water use consistent with the CWC Emergency Contingency Plan.

(b) CWC shall support and assist the Town in implementing any zoning, wetland and other similar land use plans to mitigate development pressures in areas identified by the Town and consistent with the ROD, provided that such support and assistance can be harmonized with CWC's obligation under C.G.S. §16-20.

(c) CWC shall support efforts to employ water conservation practices using water flow reducers and aerators, shutoff valves, leak detection systems, water reuse and reclamation and other practices.

(d) In consultation with the Advisory Committee, CWC shall make recommendations in connection with the provision of customer education programs and related financial incentives to encourage water consumption reduction.

9.6 Enforcement of CWC Obligations. CWC shall be responsible to meet with current and future public water supply needs in Mansfield in strict compliance with PURA regulations and at

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the PURA-approved rates as set forth herein. In the event it fails to meet the foregoing requirements, CWC shall be subject to any applicable enforcement actions by a Governmental Authority and the Town may petition PURA pursuant to C.G.S. §1-10a or §16-20. The Parties Agree that in the event PURA finds that CWC failed to provide water supply service which is adequate to serve the public convenience and necessity, PURA may make such orders as may be within its statutory authority including, if consistent with existing Laws, revocation of CWC's franchise to serve Customers in the Town of Mansfield, or any portion thereof.

9.7 Exclusive Service Area. On or after the convening of a water utility coordinating committee pursuant to C.G.S. §§25-32c through 25-32j, CWC would seek and the Town would reasonably support the designation of an Exclusive Service area in the Town to CWC, except for those areas served at that time or more appropriately served by other regulated public water systems. The Town's obligation as set forth in this Section 9.7 is subject to CWC's fulfillment of its obligations pursuant to this Agreement.

9.8 CWC Sale. Any proposed sale or transfer of CWC would be subject to the approval of PURA and any successor thereto shall be obligated to meet or exceed any and all obligations of CWC pursuant to this Agreement. The Town and any Customers shall have the right to participate in any such PURA proceeding, including seeking intervener status, provision of input and may request any specific terms or conditions of such sale or transfer to protect its interests.

SECTION 10. FORCE MAJEURE EVENT AND SPECIAL NOTICE

10.1 Force Majeure Event. If any Party is prevented from performing any of its obligations hereunder, for reasons beyond its reasonable control, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; water main breaks; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning or periodic flushing or cleaning wells, pipelines, transmission lines and other equipment; or the legal requirement or order of any Governmental Authority; provided, however, that any Party subject to the legal requirement or order of any Governmental Authority shall use Reasonable Efforts to defend and take all appeals in opposition to such actions (each of the foregoing, a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performing party shall exercise all Reasonable Efforts to eliminate the Force Majeure Event and to resume performance of its obligations as soon as practicable.

10.2 Special Notice. Upon the occurrence of a Force Majeure Event, the Party prevented from performing its obligations hereunder shall contact the other Party by telephone as soon as practicable with information available at that time so that the Parties may identify timely and mutually acceptable measures that may be taken to mitigate the effects of the Force Majeure

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Event. For purposes of this section, the Parties will provide telephone contact information to each other and ensure that such information is kept current and maintained in the documentation referenced in Section 9.7 hereof. Any further notices of a less time-sensitive nature shall be delivered as provided by Section 14.1 hereof.

SECTION 11. GENERAL PROVISIONS

11.1 Notice. Except as provided in Section 10.2, any notice, report, demand, waiver, consent or other communication given by a Party under this Agreement (each a “notice”) shall be in writing, may be given by a Party or its legal counsel, and shall be deemed to be duly given: (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party to whom directed at that Party’s address as it appears below or another address of which that Party has given notice, or (iv) when delivered by facsimile transmission if a copy thereof is also delivered in person or by overnight courier within two days of such facsimile transmission. Notices of address change shall be effective only upon compliance with the provisions of the foregoing sentence.

Notice to the Town shall be sufficient if given to:

Town Clerk
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

with a copy to:

Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Notice to CWC shall be sufficient if given to:

President and CEO
Connecticut Water Company
93 West Main Street
Clinton, CT 06413

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

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11.2 Entire Agreement. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

11.3 Amendment and Modification. No amendment or modification of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

11.4 Waiver. Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.5 Governing Law. This Agreement and matters arising out of or related to this Agreement (including tort claims) shall be construed in accordance with and governed by the laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

11.6 Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been contained herein.

11.7 Relationship between the Parties. Neither of the Parties and none of the agents, employees, representatives, or independent contractors of either Party shall (i) be considered an agent, employee or representative of the other Party for any purpose whatsoever; (ii) have any authority to make any agreement or commitment for the other Party or to incur any liability or obligation in the other Party's name or on its behalf; or (iii) represent to any other Person that it has any right so to bind the other Party hereto. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the Parties.

11.8 Parties in Interest. Except as specifically contemplated hereby, nothing in this Agreement is intended to confer any benefits, rights or remedies on any Persons other than the Parties. This Agreement shall not be construed to relieve or discharge any obligations or liabilities of third persons, nor shall it be construed to give third persons any right of subrogation or action over or against any Party. Nothing in this Agreement creates an obligation or liability of the Town to supply or deliver water to third parties.

11.9 Assignment; Successors and Assigns. This Agreement may not be assigned by CWC without the prior written consent of the Town. This Agreement shall not inure to the benefit of any CWC successor without the prior written consent of the Town.

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11.10 Interpretation. For purposes of interpretation of this Agreement, the Parties agree that neither party shall be deemed to have been the drafter of the Agreement. The Parties further acknowledge that this Agreement has been arrived at through negotiation, and that each Party has been represented by legal counsel and has had a full and fair opportunity to revise the terms of this Agreement.

11.11 Miscellaneous. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic mail attachment shall be as effective as delivery of a manually signed counterpart of this Agreement. The term “including” is by way of example and not limitation.

IN WITNESS of the foregoing, the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

TOWN OF MANSFIELD, CONNECTICUT

By: _____

Name:

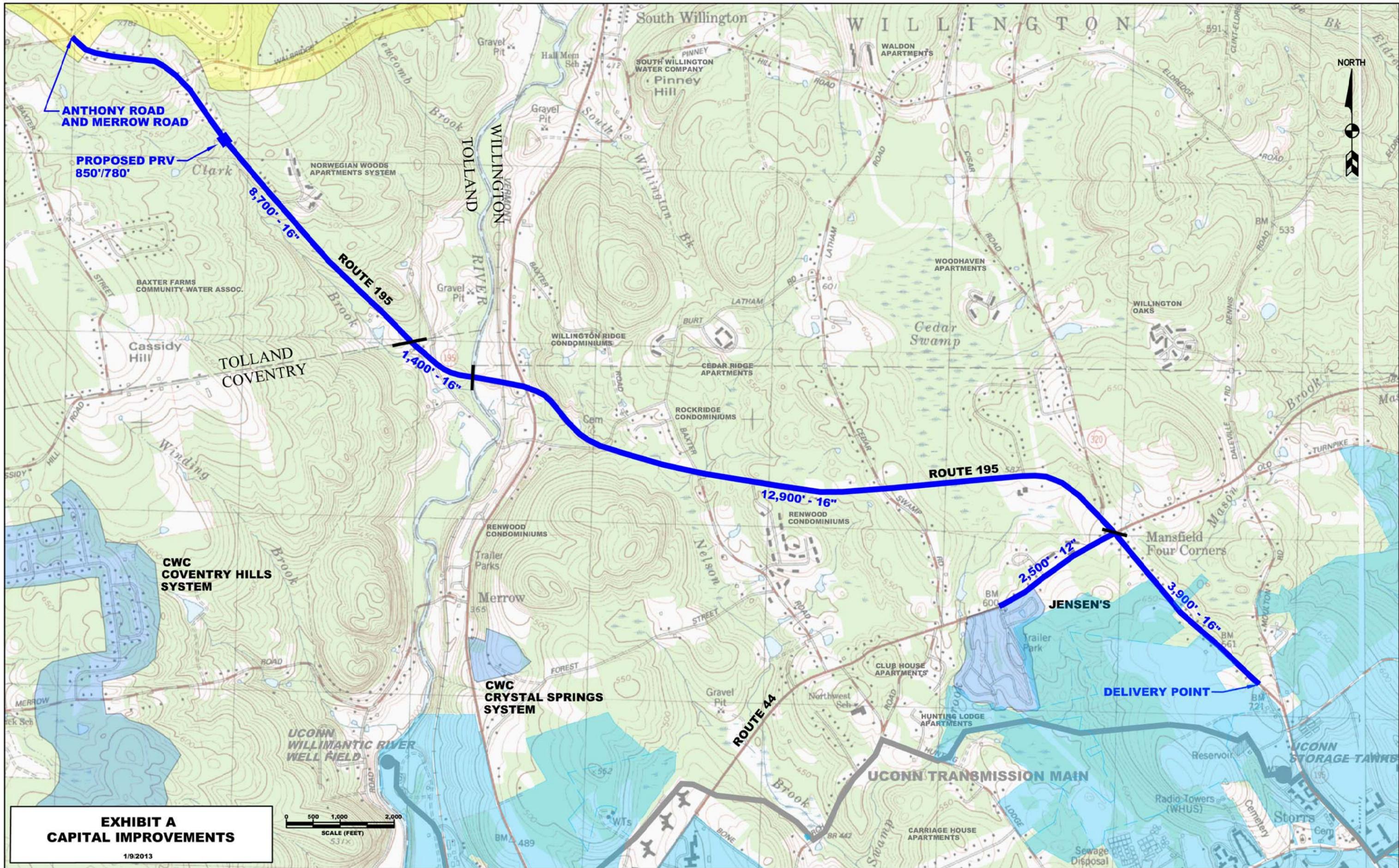
Title:

CONNECTICUT WATER COMPANY

By: _____

Name:

Title:



**EXHIBIT A
CAPITAL IMPROVEMENTS**

1/9/2013



EXHIBIT B

**CWC EMERGENCY CONTINGENCY PLAN
WESTERN SYSTEM**

The complete CWC Emergency Contingency Plan is part of the Company's approved Water Supply Plan for the entire Northeast Region. The Company would coordinate with UConn on any required actions under their Emergency Contingency Plan.

The attached document provides the relevant section of the CWC plan that details the *Stages of Emergency Contingency Plan – Western System* that could potentially impact operations in Mansfield.

E. Stages of Emergency Contingency Plan – Western System

For systems with multiple groundwater and surface supplies, along with numerous storage facilities, it is not practical to have a single specific trigger level for the various stages of water supply emergencies. CWC has chosen a two-fold approach to deal with these emergencies. The use of predicted days of available supply remaining is useful in dealing with drought conditions, while combined available storage remaining in the distribution system is more appropriate for dealing with treatment, transmission or distribution limitations or emergencies.

The Company's determination of the number of days of supply remaining is calculated as follows:

- 1.) The Daily Projected Water Usage is the expected daily water production for the system for the particular time of year for which the calculation is being performed. This expected production is based on the historical usage over the prior three years for this time of year, adjusted for known significant changes.
- 2.) The Daily Projected Production from groundwater sources of supply is based on current production trends as adjusted for actual production achieved from groundwater sources during historic dry years.
- 3.) The Daily Projected Production from surface water sources of supply is defined as the base inflow into reservoirs determined during historical dry periods. We assume that there is no additional input from precipitation occurring over the time period for which the calculation is being performed.
- 4.) A Daily Production Adjustment, if appropriate, is calculated based on known changes for the current year to the historical production quantities for surface and groundwater supplies. For example, if a water system has a new well of 0.4 mgd available but has had to decrease well production by 1.0 mgd from other wells due to decreases in groundwater levels, the Production Adjustment would be - 0.6 mgd (+0.4 mgd - 1.0 mgd).
- 5.) The Net Daily Projected Production (from all sources) is calculated by summing the Daily Projected production from groundwater sources, the Daily Projected Production from surface water storage, plus the Daily Production Adjustment (if appropriate). If this value is greater than the Daily Projected Water Usage, the system has greater production capability than is currently being used, and there is no projected emergency situation. If this value is less than the Daily Projected Water Usage, the difference must be provided from surface water storage as shown in (6), below.
- 6.) The Net Daily Draw to Surface Water Storage is calculated by subtracting the Net Daily Projected Production (from all sources) from the Daily Projected Water Usage, as shown in the formula, below:

$$\begin{array}{rcccl} \text{Net Daily Draw} & & \text{Daily Projected} & & \text{Net Daily} \\ \text{to Surface Water} & = & \text{Water Use} & - & \text{Projected} \\ \text{Storage} & & & & \text{Production} \end{array}$$

- 7.) The Number of Days of Supply Remaining is calculated by dividing the current available surface water storage volume in mg by the Net Daily Draw to Surface Water Storage in mgd. This calculation is summarized below:

$$\begin{array}{rcccl} \text{Number of Days of} & & \text{Available Surface Water Storage} & & \\ \text{Supply Remaining} & = & \text{Net Daily Draw to Surface} & & \\ & & \text{Water Storage} & & \end{array}$$

Stage I – Drought Advisory

Trigger Point:

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 60% of capacity (14 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 150 days of available supply.

Response Actions:

Maximize use of all CWC sources and the Old County Road, Windsor Locks interconnection with MDC.

Prepare to activate the other three interconnections, Route 5 South Windsor with MDC, Bradley Airport with MDC, and Elm Street Enfield with Hazardville.

Internal notification and preparation.

Contact local and state agencies, including the DPH, concerning the initiation of a Drought Advisory.

Investigate any deviation from normal use registered on production meters.

Develop media messages for bill inserts or direct mailing to distribute to customers summarizing the situation. Customers will be cautioned to avoid wasting water and advised on sprinkling wisely.

Voluntary conservation will be promoted in residential, commercial and industrial facilities to reduce demand by 10 percent from previous non-drought projected usage for the appropriate month.

System Operator is to prepare monthly reports to advise and update state and local agencies of the water supply availability and demand situation.

Review water supply emergency contingency plan and update if necessary.

Stage II – Drought Watch

Trigger Point:

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 50% of capacity (11.5 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 120 days of available supply.

Response Actions:

Activate and maximize use of all four interconnections, if available.

Contact local and state agencies, including the DPH, concerning the initiation of a Drought Watch.

Internal measures will be implemented to maximize use of existing supplies and to schedule emergency equipment.

All supplementary water sources will be re-evaluated for short-term activation. This would include all "active" sources not currently in full use, as well as emergency sources of supply.

Bimonthly water supply status reports will be prepared by System Operator for evaluation and for distribution to state and local officials.

The media will be contacted to promote voluntary conservation in residential, commercial and industrial facilities to reduce demand by 15 percent from previous non-drought projected usage for the appropriate month. Mailings will be prepared for distribution to customers appealing for stringent voluntary conservation measures. Preparation for mandatory conservation, including necessary enforcement mechanisms, will be initiated.

Evaluation of potential funding needs for actions required under a Drought Watch, Warning or Emergency, will be performed by the Company to ensure the availability of adequate funding through budgets or emergency measures.

Stage III – Drought Warning

Trigger Point:

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 35% of capacity (8 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 60 days of available supply.

Response Actions:

Maximize use of the interconnections.

Investigate and set up temporary interconnection between the Western system with Agawam, MA along Rte. 159 in Suffield, with the Crescent Lake system to take additional water from East Longmeadow, MA, and with Manchester in the Talcottville area of Vernon.

Contact local and state agencies, including the DPH, concerning initiation of the drought warning plan. This is the first phase of mandatory conservation. At this level, the Company will ban all unnecessary water usage. No outside hose usage will be allowed, nor are in-ground sprinkler systems to be used. A 20 percent reduction in usage from previous non-drought projections for the appropriate month will be targeted.

The media and all customers will be notified on the implementation of the first phase of mandatory conservation.

Local police will be asked to help enforce water use restrictions.

Weekly water supply status reports will be prepared by System Operator for evaluation and for distribution to state and local officials.

A plan will be formulated in concert with state and local officials for strict rationing of water if a drought emergency should be reached. The needs of high priority customers, homes, commerce and fire protection will be established and prioritized. Plans will be made for emergency service of drinking and cooking water by tanker to any areas where normal water service must be terminated.

All possible supplementary water sources will be prepared for use. Coordination with local officials concerning alternative facilities for obtaining water will be initiated, as required.

Re-evaluation of priority among users will be initiated and revised if necessary

Stage IV – Drought Emergency

Trigger Point:

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 20% of capacity (5 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 14 days of available supply.

Response Actions:

Maximize use of the interconnections.

Continue use of the temporary interconnection with Crescent Lake system.

The remaining available water in the standpipe will be valved off from the system and be available for rationing or fire emergency. A temporary connection with a check valve allowing flow into the tank from the system will be installed to allow the tank to recover when water is available.

The pre-arranged drought hazard rationing plan described above in Phase II, will be initiated in cooperation with appropriate local and state officials, including the DPH. The details of the rationing program will depend upon the nature of the individual emergency but will provide for the bare essentials of life sustenance for as long as possible. The plan will consider needs of high priority customers, homes, commerce and fire protection. Non essential commercial and industrial use would be cut off in accordance with the established priorities. It may be necessary to set a storage minimum to be held for extinguishing fires, the amount needed depending upon the nature of the emergency and structures in the service area. Provision for emergency services for bathing will be coordinated with local officials, and arrangements will be instituted for emergency service of drinking and cooking water by tanker to any areas where normal water service must be cut off. Mandatory rationing of water will be strictly enforced.

It is important to have this type of civil defense response to natural disaster in place in each community to cover all types of emergencies that may result from wind storm, flood, fire, earthquake or large scale accident such as severe contamination of air, land or water by dangerous chemicals. A tank truck spill, or a rupture or leak of an in-ground gasoline, oil or chemical storage tank could suddenly incapacitate a reservoir or a groundwater aquifer, despite the best planning to forestall such an occurrence. The object of planning allowable uses of well and reservoir watersheds is to reduce the likelihood of such an event.

Recovery from Emergency Conditions - As recovery from the emergency conditions is achieved, the level of emergency measures will descend as the appropriate trigger levels are met in the reverse order.

EXHIBIT C
CWC WATER MAIN EXTENSION AGREEMENT

B.U. _____

Customers Refundable
Partial Advance Payment Agreement

- 1.) Parties to the Agreement: The following are able and willing to agree:

Company: The Connecticut Water Co., 93 West Main St., Clinton, CT 06413

Applicant: _____

- 2.) Life of the Agreement: This Agreement shall continue in effect for the useful life of the utility plant installed hereunder, except that the provisions of Sections 8 and 9 will terminate 10 years from the date of execution hereof.

- 3.) Subject of Agreement: The Company shall acquire, install and provide with water the following described utility plant within a reasonable time after the execution of this Agreement:

Place of installation: Town: _____

Street: _____

Description of plant to be installed:

Mains: Diameter, type and length: _____

Service Connections: Diameter, type and number: _____

Other Plant: _____

- 4.) Consideration for Agreement: In lieu of a full cash advance of the estimated cost of CWC installing the plant and equipment that is necessary to provide water service in response to a request for such service by the Applicant, the Applicant shall provide CWC in accordance with CWC specifications and the regulations and the Department of Public Utility Control ("DPUC") and the Department of Public Health regarding design, materials and installation, the complete installation of _____ feet of _____ inch in diameter ductile iron pipe in _____, and additional facilities, if applicable, as set forth in Appendix n/a to this Agreement, at the agreed to estimated cost of \$_____ to the Applicant.

In additional consideration of this contract, the Applicant **shall** obtain a waiver and release of all liens or rights of lien that the contractors or subcontractors and material men may have or thereafter have under the laws of Connecticut for services rendered, work performed or materials furnished on the land and buildings of the Applicant or on which the work is performed in favor of the Company and the Applicant, from each contractor, subcontractor or material men hired by the Applicant or from whom the materials are obtained who is associated with the installation and construction of the main extension and, if applicable, additional facilities that are required by the Company in order to provide water service, as listed in Appendix n/a to this Agreement. The Applicant shall provide the Company with an original of the Waiver(s) no more than thirty days after the facilities are put into service. A Waiver and Release of Liens in the form of the Connecticut Title Association Form 1 **if the property in which the plant and equipment will be located is not in the public right of way and title insurance is required by another entity; or a Waiver and Release of Liens Form that would otherwise be acceptable to a Connecticut title insurance company if such insurance were obtained**, naming the Company as beneficiary, will be sufficient.

The Applicant shall also make a cash advance in the amount of \$_____to cover the following Company costs:

Engineering and administrative costs	\$_____
Inspection and or installation supervision costs	\$_____
Materials and or equipment costs	\$_____
Standard service connection fees	\$_____
Other	\$_____
Describe: _____	

Upon completion of the installation and determination, by the Company, of the actual Company costs the Applicant shall be responsible for payment of the total actual cost, less any prior payments, within 30 days after billing for such costs. Any amounts paid in excess of the actual cost will be refunded to the Applicant within 30 days after actual cost determination.

Both parties agree that this installation, upon satisfactory completion and acceptance by the Company, the submission to CWC of a properly executed Waiver and Release of Liens Form and, **where applicable**, the completed execution of an easement granting CWC access to any plant and equipment installed by the Applicant outside the public right of way shall become property of CWC in accordance with Section 10 of this Agreement. This installation will have a total value to CWC and cost to the Applicant of the previously identified estimated cost of construction plus the total actual Company costs. This total value shall be considered the total Advance paid by the Applicant and shall be used so by CWC in it's determinations under Section 8 and 9 of this Agreement.

Additional costs to be borne by the Applicant at no cost or value to the Company include all excavation and backfill required for service installations, and rock or unsuitable excavation costs.

The Applicant shall provide an easement in accordance with the Company's standard format for all/any Company owned facilities on private property.

Costs shall be determined in accordance with the general accounting practices of the Company.

Meter horn costs included in this contract are as follows:

<u>Size</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
-------------	-----------------	------------------	---------------

Special cost factors: _____

- 5.) Agreement as to Roadway: Applicant agrees to have all roadway graded to within 12 inches of finished grade and to have grade and line to street clearly marked prior to pipe installation. Roadways will be suitable for the passage of heavy vehicles and for stringing pipe where practicable.

If at any time prior to acceptance by the Town of the street in which the pipe shall be laid, grades of the roadway are changed, the Applicant shall reimburse the Company the full cost of any adjustments in elevation of the pipe or other plant which may be necessary because of such changes.

- 6.) Limited Service: If any property to be supplied by a main extension to be installed pursuant to this Agreement is at such an elevation that, in the opinion of the Company, adequate pressure cannot be furnished at all times, the Applicant may be obligated to execute a Limited Service Agreement to be recorded in the Land Records of the municipality in which such property is situated.
- 7.) Conformance to Company Rules and Regulations: This Agreement shall conform to the Rules and Regulations (including main extension regulations) of the Company now in force and on file with the Department of Public Utility Control of the State of Connecticut, which are made a part hereof.

In addition, curb boxes will be locked until a satisfactory inspection of the service line is completed from curb to home and a meter horn is located in the home.

- 8.) Company Agreement as to Refunds: A refund of \$_____ will be made by the Company to the Applicant for each new metered service connected to the main extension installed pursuant to this Agreement within 10 years from the date of execution of this Agreement. The combined refunds will not exceed the amount of the total advance payments made by the Applicant.

Refunds will be determined yearly on the anniversary date of this Agreement based on the formula approved by the DPUC. No refund shall be payable to the Applicant pursuant to this Section 8 for any new metered service connection for which a customer makes an equitable advance pursuant to the requirements of Section 9 hereof.

- 9.) Service to Parties other than the Original Applicant: For a period of 10 years from the date of execution of this Agreement, the Company will require any new customer seeking metered service through a service connection to the original main extension installed pursuant to this Agreement to advance his equitable share of the cost of such original main extension to the Company. That amount shall be reimbursed to the original Applicant who has advanced the cost of such original main extension. If there is more than one original applicant, said reimbursement shall be distributed equitably among said applicants.
- 10.) Ownership of Plant Installed: The main extension and related service connections and other plant installed pursuant to this Agreement, exclusive of the curb box, shall be the property of the Company. The curb box shall be the property of the Applicant and he shall be liable for its maintenance, its proper grade, and any legal or other actions stemming from or related to the curb box.
- 11.) Obligations of Parties: This Agreement shall bind and inure to the heirs, executors and administrators, successors and assigns of the parties hereto, but neither the sale nor transfer of his property by the Applicant, nor any other assignment hereunder shall relieve the Applicant of his obligation under this Agreement, unless the written consent of the Company is first obtained.

The Applicant agrees to pay fire protection charges for company facilities on private property at public fire rates until such time as the Town and/or Association agrees to pay them.

Any address or name changes made by the Applicant must be furnished to the Company in writing. The Company's inability to deliver refunds (per Paragraphs 8 and 9 of this Agreement) to the Applicant because of a changed address shall postpone all future refunds until an address change is received from the Applicant. Furthermore, no refunds will be issued or reissued after 10 years from the date of execution of this agreement.

- 12.) Special Conditions: Applicant agrees to allow The Company or it's agents access to any portion of this water main extension for purposes of maintenance, repair, expansion, extension, etc. until such time as the Town accepts the roads in which the water main is installed. If the Town does not accept the roadway within five years of the execution of this Agreement, the applicant, at their expense, will provide an appropriate easement for all Company owned facilities installed under this Agreement.

Executed and delivered at _____, Connecticut this ____ day of _____, 2014.

Witness: (two for each signature)

THE CONNECTICUT WATER COMPANY

By: _____

Craig Patla

Its: Director of Service Delivery

Region: Northeast

Address: 25 North Rd., East Windsor, CT 06088

Witness #1

Applicant

Witness #2

By: _____
(Authorized Signature)

(Print)

RULES AND REGULATIONS



Connecticut Water Division
Crystal Water Division
Unionville Water Division

AS APPROVED BY DPUC ON JULY 14, 2010

For Customer Service Call:

Connecticut Water - 1-800-286-5700

Unionville Office - 860-673-0079

RULES AND REGULATIONS
OF
THE CONNECTICUT WATER COMPANY

Dear Customer:

Providing high quality water and service to all of our customers requires us to have uniform practices. The following Rules and Regulations, which cover our Company's policies and procedures, have been approved by the Department of Public Utility Control. We urge you to read them and keep them for reference.

This booklet focuses on frequently asked questions. It is impossible to anticipate every situation that may arise, so if you have questions that require further explanation, please write or call our Customer Service Center at 1-800-286-5700. If you have further questions or need assistance, you may ask for our Manager of Service Delivery in the office nearest you.

These policies and procedures help us provide you with quality water and service while ensuring fair and equitable treatment for all of our customers. We appreciate your cooperation and compliance with these provisions.

Sincerely,

A handwritten signature in blue ink, appearing to be 'R. J. ...', is written over a faint, illegible printed name.

President & CEO

**RULES AND REGULATIONS
OF
THE CONNECTICUT WATER COMPANY**

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ABOUT YOUR WATER SERVICE

The Connecticut Water Company is your water utility serving residential, commercial, industrial and municipal customers throughout the state. More than one quarter million people rely on us every day for their drinking water and to provide for public health and safety needs.

We at Connecticut Water are eager to serve you and are committed to providing you with a reliable supply of quality water. We value your business and want you to know that your complete satisfaction is our first concern. Meeting this objective calls for a special service commitment on our part, one which is provided through the efforts of a caring, well trained staff, dedicated to meeting the needs of our customers. At Connecticut Water we are proud of the high quality water and customer service we provide.

Please call our Customer Service Center Monday through Friday, 8:00 A.M. to 4:30 P.M., except holidays, at 1-800-286-5700 if you need assistance for a routine matter such as:

- Account information
- To schedule a service appointment
- A billing question
- A special payment arrangement
- A pending property sale

If you ever need emergency service, call our Customer Service Center anytime, 24 hours a day, at 1-800-286-5700.

Rate schedules and other customer information are available upon request at our offices. The Company maintains service connection records, including service or curb box locations. This information is available to customers upon request.

The Company assists customers whenever possible to locate or mark out existing underground pipes. The Company has equipment available that can locate a leak, thus reducing the cost of repairs, in the event of a leak in a customer's service pipe. The Company will, upon request, send a service person to turn off a curb stop if the customer's main valve is not holding, so that necessary repairs can be made.

If a customer is planning excavation on their property, they need to utilize Connecticut's one-call system, Call Before You Dig, Inc., at 1-800-922-4455 to ensure the identification and proper marking of underground utilities are done prior to the excavation.

We hope these Rules and Regulations will clarify any questions you may have about your water service. If you have further questions or suggestions for improved service, call us at 1-800-286-5700. We will be glad to hear from you.

RULES AND REGULATIONS

(Subject to change without notice)

I. CONTRACT

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied by Connecticut Water and its operating divisions, and every customer shall be considered to have expressed consent to be bound hereby. These Rules and Regulations are subject to change without notice upon approval of the Department of Public Utility Control.

The Company's regulations regarding water main extensions, as approved by the Department of Public Utility Control, are available as a separate document.

II. DEFINITIONS

Auxiliary Sources: A water supply which is not approved for potable use such as a pond, river, open storage tank, or large swimming pool; or potable water which has become nonpotable, such as by the addition of chemicals or from contamination while the water is being stored or held in reserve; or a private well unless safe sanitary quality and the interconnection is approved.

Company: The Connecticut Water Company and/or any of its operating subsidiaries including Connecticut Water, Crystal Water and Unionville Water.

Cross Connection Control Device: A Department of Public Health approved device for preventing backflow, also known as back pressure or back siphonage device. These devices are required to be installed and tested, in accordance with the requirements of the Public Health Code, at the customer's expense.

Curb Box: Cylindrical iron box with a cover that provides access to curb valve.

Curb Stop: A shut off valve on water service connection generally located at the curb or property line (also referred to as a curb valve).

Customer: Any person, firm, corporation, company, association, governmental unit, lessee who, by the terms of a written lease or agreement, is responsible for the water bill, or owner of property furnished water service by the Company.

Delinquent Account: A water service bill rendered on a monthly basis which has remained unpaid for a period of more than 33 days after the date of mailing of a bill, or a water service bill rendered on a quarterly basis or for a seasonal account which has remained unpaid for a period of more than 63 days after the date of mailing,

DPH: State of Connecticut Department of Public Health.

DPUC: State of Connecticut Department of Public Utility Control.

Family: Individuals living as a single housekeeping unit.

Fire Service Line: A service pipe used exclusively for fire protection purposes.

Main: A water pipe owned, operated and maintained by the Company, which is used for the purpose of transmission or distribution of water but is not a water service pipe.

Meter: A device for measuring the quantity of water, used as a basis for determining charges for water service to a customer. A meter is owned by the Company.

Meter Vault or Meter Pit: An outdoor pit or vault used to house a water meter when no suitable location is available within the premises or if the distance from the curb valve to the premise is greater than 150 feet. Meter pits and vaults, including their covers, shall be owned and maintained by the property owner, and must be constructed in accordance with Company specifications.

Meter Yoke: Piping and valve arrangement approved by the Company used for installing a Company meter. The meter yoke is owned and maintained by the customer.

Premises: Shall include but is not restricted to the following:

- a.) A building or combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family as a residence or one corporation or firm as a place of business.
- b.) Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one corporation or firm as a place of business.
- c.) A building owned or leased by one customer and having a number of apartments, offices or lofts which are rented to tenants using in common one hall and one or more means of entrance.

- d.) A building two or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors.
- e.) A combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
- f.) A public building.
- g.) A single plot used as a park, recreational area, or for other purposes.

Reasonable Amortization Agreement: A mutually agreed upon promise of a customer to pay an account balance over a reasonable period of time.

Receipt or Received: Three days after the date of mailing, or, if a bill notice or other document is delivered rather than mailed, the date of delivery, unless another date can be shown.

Remote Reading Receptacle: A device installed on the outside of a structure or in an are easily accessible that allow access for meter reading with electronic meter reading equipment.

Seasonal: Water service provided from no earlier than April 1 to no later than November 30 of the same year (dates may vary for individual seasonal systems).

Service Connection: The service pipe, including corporation stop (tap), from the main to and including the curb stop adjacent to the street line or the customer's property line, and such other valves and fittings as the Company may require between the main and curb stop, which are owned and maintained by the Company.

Tap: The fittings installed at the main to which the service pipe is connected.

Termination: The voluntary or involuntary discontinuance of water service to an individual customer.

III. GENERAL RULES

- a) Water service and use, and any special charges are charged in accordance with the DPUC approved rate schedules. All metered water, whether used or lost, shall be paid for by the customer.
- b) The piping and plumbing on all premises supplied from the Company's water system shall conform to the State of Connecticut Public Health Regulations and Building Code and Sanitary Codes, if any, of the town in which the premises are located.
- c) No customer shall supply water to other persons or permit any connection to be made on his/her premises for supply to other premises, without approval of the Company for "temporary service".
- d) No pipe or fixture connected with the mains of the Company may be connected with pipes or fixtures supplied with water from any other auxiliary source.

Such cross connections are in violation of the Connecticut Department of Public Health regulations. The customer shall be responsible for the installation of cross connection control devices. Such installation shall be approved and inspected by Company personnel and must be in conformance with the applicable provisions of the Public Health Code. All devices shall be easily accessible for inspection and testing. The customer shall be responsible to have any devices tested that are so required by the public health code and shall provide a written copy of the test results to the company for annual reporting to the Department of Public Health. Any customer who fails to provide the test results to the Company may be charged a Cross Connection Second Notice Fee, as approved in the company miscellaneous charges.

- e) Authorized employees of the Company shall have reasonable access to customers' premises for the purpose of reading, testing, repairing, installing or replacing meters and meter appurtenances; inspecting plumbing connections, fixtures or pipes, or discontinuing service. Services rendered after hours or on weekends or holidays are subject to special charges.
- f) Customers are responsible for keeping their service pipe, house pipes and fixtures in good order and protected from freezing. Failure to do so may result in interruption of service and costly repairs, for which the Company is not liable.
- g) Whenever possible, work requiring the interruption of service will be scheduled to provide the least inconvenience to the customer. The Company will make a reasonable effort to give notice in advance of work requiring the interruption of service. To safeguard against possible damage due to interruption of service, customers are advised to regulate their installations connected with the water

supply system, (i.e. check valves on water heaters) so that damage will not occur if water is shut off without notice.

- h) Whenever the public interest so requires, the Company reserves the right to curtail or suspend entirely the use of water for non-essential purposes. Such limitation of use shall be without liability on the part of the Company.
- i) Filling of tank trucks for any purpose shall only be done at company designated locations with approved backflow prevention under the direction of company personnel.
- j) Customers who plan to install air conditioning or refrigeration equipment totaling over three tons in capacity shall provide water conserving equipment.

k) WATER PRESSURE

- i. The Company will undertake to provide an adequate supply of potable water at adequate pressure throughout its system, but cannot assume responsibility or liability, direct, indirect or consequential, for any damage from failure to do so.
- ii. In areas where pressure is low, the Company may recommend and/or require that customers install, operate and maintain a booster pump and tank of a combined capacity approved by the Company. In such cases, customers will enter into a written agreement with the Company in which they hold the Company blameless for possible damages and inconvenience resulting from the low pressure.
- iii. In areas where pressure is high, the Company may recommend and/or require that customers install and maintain pressure-reducing valves (PRV). In such cases, the Company shall not be responsible for any possible damages or inconvenience resulting from the high pressure or failure of the PRV.
- iv. If there is not sufficient pressure or flow in a particular system of the Company to permit a customer to qualify for preferred risk insurance, the expense for any improvement in the system for this specific purpose shall be borne by the customer.
- v. In the event that any customer shall use water at rates of flow that cause noticeable pressure variations in the water system, the Company may require that the customer control their flow rates or install equipment to minimize such variations to an acceptable level.

IV. APPLICATIONS AND TRANSFERS

- a.) Applications for the installation of new water service shall be made on forms provided by the Company and signed by the applicant, or a duly authorized representative, for service of the premises to be supplied. Service connection fees are payable in advance. The Company may require appropriate identification such as a Social Security number, a driver's license, or a state issued identification card.
- b.) The Company will not accept an application for service from a customer having a delinquent water account, until the account has been paid in full.
- c.) Transfers may be authorized in writing or by verbal request through the Company's Customer Service Department.
- d.) Customers shall notify the Company when premises are to be vacated so that the water may be turned off, the meters read and/or removed, or the account transferred. If the premises are to be permanently abandoned, owners shall notify the Company in writing immediately so that the service connection can be closed. Closure will be made at the Company's expense.
- e.) Water for construction purposes shall be applied for on forms provided by the Company. All such water used must be metered, and charged in accordance with DPUC approved rate schedule.
- f.) When the Company renders temporary or intermittent service to a customer, it may require that the customer bear the costs in excess of any salvage realized of installing and removing the service.
- g.) Applicants desiring to connect to a main already under contract may be required to pay the Company an amount which, in its judgment, represents their equitable share of the original costs of the main.
- h.) Applicants taking service from an extension of main under special contract, as approved by DPUC, may be required to pay the Company an equitable share of the original cost of a pump station, storage tank or other facility.
- i.) Payments to the Company as share of original costs for a main extension will be refunded to the original depositors.

V. SERVICES - (See Appendices A-D for typical service installation diagrams)

- a) A single service may not supply more than a single premise. If a premises presently served by a single pipe is divided and no longer under the ownership of a single owner, it shall require installation of corresponding additional service pipes.
- b) When an applicant applies for service, except in conjunction with new main extensions, the Company will furnish, install, own and maintain such new service connections and will bear the cost of the service pipe from the main to the curb stop. The Company shall install and own the corporation and the curb stop and the applicant will be charged for furnishing and installing the curb box. The applicant will bear the costs of excavation, backfill removal and replacement of paving, walks, curbs, etc., necessarily incurred with respect to new services, and will be responsible for obtaining necessary permits and complying with safety requirements including shoring and all other trenching safety requirements. Services installed in conjunction with new main extensions shall be paid for by the customer or applicant based on the Company's approved service connection fees, during the life of the main extension contract.
- c) All services, new or renewed, for year round use shall typically be laid at a minimum invert depth of five feet below ground surface.
- d) All services, except those for private fire protection, shall be metered. The Company may meter private fire lines if it so desires.
- e) All new and renewed service connections with meters up to 1" in diameter are required to have installed, at the customer's expense, a meter yoke which meets Company standards.
- f) All new and renewed services shall be sized and constructed to comply with the Company's current design criteria and shall be a minimum of 1" in diameter. Service pipes normally shall be Type K Copper with no soldered joints underground, or cement-lined ductile iron.

In some instances the Company may approve the use of plastic pipe. Service piping of any material except Type K Copper shall conform to the specifications and installation standards of The Connecticut Water Company. Such pipe shall be PE 3408 SDR 9 CTS polyethylene, rated from 200 psi working pressure, or PE 3406 SDR 9 polyethylene, rated from 160 psi working pressure, with this information and the NSF seal appearing on the pipe. A 12-gauge tracer wire will be placed directly above each service line for the full length of the installation for ease in locating. Its use must have advance approval of the Company, be acceptable under the requirements of the town building codes, and be inspected prior to burying the service line.

The Company will not allow any plastic service within 500 feet of any commercial or industrial zoned area or any area with underground fuel tanks.

- g) Installation of new or renewed services is not allowed in easements or right of ways, without prior DPUC approval.
- h) All services shall be provided with a curb valve and curb box at the curb or at a convenient point prescribed by the Company between the curb and property line.
 - i) Seasonal service lines with a vertical rise shall be equipped with a stop and waste valve with an operating rod and valve box outside the building between the Company's curb valve and the building, regardless of meter location.
 - ii) Where more than one building on the premises is supplied by a single service, the branch line to each building shall have an underground shutoff valve box and operating rod outside the building.
- i) When replacement of a service connection is made at a customer's request for change in location or size of the service, the customer shall bear the full expense of relocation or enlargement. Maintenance of water piping installed within a private development and supplied from one service connection to the Company's main, shall be the responsibility of the private development, unless the water piping is owned by the Company with suitable easement rights by previous negotiation. Repairs may be made and billed for by the Company by pre-arrangement with the owners.
- j) The customer, at their own expense, shall furnish, install, own and maintain the service pipe from the curb stop to the interior of the building and shall assume ownership of a Company approved curb box, keeping service pipe and box in good repair and keeping the curb box readily accessible. If the curb box is not accessible for Company use, the Company has the right to make it accessible and/or operable and bill any cost to the customer. Installation of this section of the service line should be performed by a licensed plumber or in accordance with those provisions defined in Section 20-340 of the Connecticut General Statutes.
- k) The customer shall inform the Company prior to backfill in order that the Company may make an inspection and test to assure that the service pipe and installation complies with Company requirements. Testing is to include pressurizing the service pipe and a visual inspection of all joints for leakage. After inspection and approval of the trench, the depth of invert of the service may not be reduced to less than 5'-0", nor may any connection be made to the service pipe between the street shutoff and the meter. If the customer does not schedule the inspection prior to backfill, the Company may require that the pipe be re-excavated at the customer's expense to allow the Company to perform

the necessary inspection. No service pipe shall be turned on without prior approval by the Company.

- l) The customer shall assume the responsibility and expense of maintenance of customer's portion of the service pipe. Such service pipe shall be protected from freezing. Thawing of metallic service pipe, when required, may be done by the Company and the customer charged a special fee in accordance with the DPUC approved rates and charges. Such services shall be lowered at the customer's expense to prevent repetition of freezing. The Company cannot thaw freeze-ups in plastic service pipes or in service pipes located entirely within a private development served through one service connection.
- m) The customer is responsible for repairing all leaks and for other repairs, renovations and maintenance to all customer owned pipe, fixtures and equipment. If a leak develops in a customer service line or a customer owned service connection, the customer shall repair it without delay. When there is a leak in any service pipe from the curb box to the customer's premises and the owner cannot be readily found or shall refuse to make immediate repairs, the Company shall have the right, but not the duty, to make the necessary repairs and charge the customer for the same. If such repair work is not completed within a reasonable period specified by the Company (by telephone, in person or in writing to the customer), the Company may discontinue service until the leak is repaired, or repair the leak itself.
- n) The service pipe shall extend through that point on the customer's property line or the street line easiest of access to the utility from its existing distribution system and from a point at right angles to the existing or proposed distribution line in front of the premises to be served. If a multiple premises building is positioned at right angles to the existing distribution line, a new distribution line placed in an easement shall be necessary to permit right angle services to each premises. New or reconstructed service pipes shall not cross intervening properties. The approval of the Company shall be secured as to the proper location for the service pipe.
- o) Water service may not be laid in the same trench with other underground utility facilities. Separation distances of at least ten feet (measured horizontally) shall be maintained between any existing or proposed sanitary sewer piping, sewer manholes, septic tanks or any portion of a subsurface sewage disposal system.
- p) No service pipe shall cross any portion of a septic system or be installed less than 10 feet from any portion of a septic system.
- q) All underground lawn sprinkling systems shall be equipped with proper backflow prevention devices. Plans for such a system shall be approved by the Company before the installation is made, and the Company's final on-site inspection and approval is required before backfilling.

r) If an existing multiple family house is being served by a single service and meter, and a part of the house changes ownership, the new owner shall be required to install a separate service and meter.

s) Restoration of an abandoned service will be considered a new service installation.

t) SEASONAL CUSTOMERS

i) Customers who wish to convert from seasonal to year round service shall obtain prior approval from the appropriate town officials and make the installation in conformance with Company specifications. The customer shall be responsible for lowering service to a minimum invert depth of five feet below ground level.

ii) Seasonal services of less than five feet in depth shall be pitched toward the customer's stop and waste valve which shall be located between the house and curb shutoff, and depending on soil conditions, the Company may require that it have a permanently installed extension operating rod. Such services shall be drained when not in use. The Company will not be responsible for damages done to services which have not been properly drained. Services for building without cellars shall have underground stop and waste valves between building and curb shutoff.

iii) Customers who wish to convert from seasonal to year round or vice versa may make the conversion only once.

u) FIRE SERVICES

i) The installation of combined fire and domestic services will not be permitted without special approval of the Company. Prior to installation of fire sprinklers on any domestic service less than 2", the Company shall be notified in accordance with Section 19a-37a-1 of the Connecticut Public Health Code. Such sprinklers may only be installed on piping that is metered. No meter bypasses are permitted for such installations. It is the customer's responsibility to have the system designed and installed in accordance with all applicable state and local regulations. The Company makes no claim of reliability or adequacy of such system for fire protection. Such installation will not prevent the Company from pursuing normal termination procedures.

ii) If a fire pump is desired at a customer's location, the pump curve data must be provided to the Company for review and approval prior to installation to determine if the location is suitable for a pump.

VI. METERS and METER EQUIPMENT

- a) The Company shall determine the type, size and installation of the meter to be installed. All premises must be separately metered.
- b) The customer will provide, at their expense, an accessible and protected location for the meter and any meter reading equipment, which location shall be subject to the approval of the Company at the time of service pipe installation.

The meter may be located inside a building when, in the opinion of the Company, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, and when the service pipe from street line to place of use does not exceed 150 feet in length. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply, exclusive of fire lines, to the premises.

When no suitable place inside the building is available, or the service pipe exceeds 150 feet in length, the Company may require that the meter be set near the street shutoff with suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Company. Meter pits or vaults, including the meter vault cover, become the property of the customer upon installation, and the customer is responsible for the maintenance and repair of the vaults as needed from time to time. Meter pits or vaults should be kept accessible and free of debris, which will help prevent the meter from freezing or being otherwise damaged.

- c) Meters will be owned, installed, tested and removed by the Company. Damage due to freezing, hot water, faulty connections, or customer's negligence shall be paid for by the customer.
- d) The customer is requested to notify the Company promptly of any defect in or damage to the meter or its connections.
- e) The Company may, at its discretion, install remote meter reading devices on its customers' meters. The location of such remote meter reading devices shall be determined by the Company, with any outside meter reading touch pad located a minimum of 36" from the ground and in a location that is safe and accessible for the meter reader. Customer requests for these installations will be reviewed on the basis of necessity.
- f) The Company may not be required to install a meter until all the requirements for a new service installation have been met, including the installation of a meter yoke.

- g) In order to assure accuracy, the Company may at any time remove a meter for tests, repairs or replacement. At a minimum, meters will be tested periodically in accordance with the regulations of the Department of Public Utility Control. Customers shall allow the Company access to their property for such periodic meter tests.
- h) Upon written request of a customer, the Company will test without charge to the customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Company or the DPUC within one year prior to such request.
- i) Upon a request by a customer or an order by the DPUC, the Company shall notify the customer in writing within one week of the request that he/she, or his/her authorized representative, has the right to be present during the test. If the customer wishes to be present for the meter test, he shall notify the Company within 10 (ten) days of the written notification to arrange to be present for the test. The Company shall schedule a convenient time for all parties as its meter testing facility as soon as possible. A written report of the results of the test shall be furnished to the customer. The customer shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. If the customer prefers, the DPUC can witness a test of the meter at a location other than the Company's own testing facility. The customer is responsible for all DPUC fees associated with witnessing a test.
- j) Submetering shall be permitted only with the approval of the Company and the Department of Public Utility Control.
- k) If a service cannot be shut down for periodic testing and removal of the meter, a second meter will be required.
- l) No person, other than a Company employee, shall break seals or disconnect meters unless specifically authorized in writing by the Company to do so. If any person takes such action without authorization from the Company, that person will be liable for any damages which may result therefrom, and shall be billed on the basis of water used in a similar period.
- m) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both sides of the meter so that the meter may be removed or replaced conveniently and without damaging such piping. If a problem should develop subsequent to meter removal or replacement due to poor condition or the piping or hand valve, the customer shall be responsible for any necessary repairs and damage.

- n) Seasonal meters will be removed by the Company at the time service is shut off, tested, stored and replaced in the spring. Some seasonal meters are equipped with drain cocks and can be drained for the winter by the customer or its agent without removal. Seasonal activations and deactivations are done on a schedule determined by the Company. Customers are notified in advance by mail of the seasonal schedules. Customer requests to activate or deactivate their account on alternate dates shall be made to the Company with at least three days notice. Only Company personnel are authorized to operate the curb valve.
- o) Customers who satisfy all the requirements of the Company and their town officials for converting from seasonal to year round service will become metered customers subject to the Company's effective metered rates.
- p) Swimming pools or other facilities, which might require considerable quantities of water, may be required to be separately metered and to have separate services. Customers are not permitted to fill pools with water directly from hydrants. The Company may pursue appropriate enforcement action and may assess a usage fee based on estimated metered consumption.
- q) The Company can assume no responsibility for the clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.

VII. BILLING AND COLLECTION

- a) Separate premises shall be separately billed.
- b) Customer billing, including fire protection charges, is monthly or quarterly with the frequency for an account determined by the Company based on the days of service, classification and consumption.
- c) When a meter reading is not available, an estimated bill will be rendered.
- d) Bills are payable when rendered. Failure of the customer to receive the bill or notice does not relieve him/her from the obligation of payment or from the consequences of its non-payment.
- e) The property owner is generally the customer of record and is responsible for payment of water bills. However, if the property is rented or leased, the tenant may be the customer if a written lease or agreement specifies that the tenant is responsible for the water bill. The Company's usual procedures for applying for water service should be followed in either case.
- f) The Customer shall be liable for all charges for water service until such service has been disconnected by the Company pursuant to instruction from the customer or until the Company receives a notice of change in ownership or change in lessee.
- g) Meters still in place will continue to be billed for a minimum meter charge unless customer requests water be turned off and meter removed. If the customer requests the water be turned off and the meter removed before the end of the billing period, the meter charge will be prorated to reflect the actual number of days in service during the billing period.
- h) Bills for seasonal service shall be rendered at the time the meter is installed or a connection is made and the minimum charge payable in advance for the seasonal period. Prorated charges will be made in cases where premises are occupied for the first time after July 1.
- i) Where a premise is supplied by two or more meters connected to a single service, the minimum charge for each meter shall be applied and the registrations combined in the computation of consumption charges. Where a premise is supplied through more than one service, the minimum charge shall be applied to each meter and the registrations shall not be combined. Combined billing will not be allowed except where approved by the DPUC.
- j) Guarantee contracts are billed semi-annually in advance with semi-annual adjustment for actual revenue received.

- k) Water for construction purposes, or for tank trucks, will be metered in accordance with the Company's approved rates and charges.
- l) Miscellaneous sales are billed as the service is rendered.
- m) Bills that are incorrect due to meter or billing errors will be adjusted based upon Section 16-11-71 of the Regulations of Connecticut State Agencies. Whenever a meter in service is tested and found to have over-registered more than two percent, the Company will adjust the customer's bill for the excess amount paid determined as follows:
 - i) If the time at which the error first developed can be definitely determined, the amount of overcharge shall be based thereon.
 - ii) If the time at which the error first developed cannot be definitely determined, it shall be assumed that the over-registration existed for a period equal to one-half of the time since the meter was last tested. If more than one customer received service through the meter during the period for which the refund is due, a refund will be paid to the present customer only for the time during which they received service through the meter.
 - iii) Whenever a meter in service is found not to register or meter reading is not available, the Company may render an estimated bill. The Company will estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of non-registration or for corresponding periods in previous years, adjusting for any changes in the customer's usage.
 - iv) Billing adjustments due to fast meters will be calculated on the basis that the meter should be 100% accurate. For the purpose of billing adjustment, the meter error shall be one-half of the algebraic sum of the error at a maximum test flow plus the error at intermediate test flow.
 - v) When a customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the amount of the overcharge will be refunded or credited to the customer.
 - vi) When a customer has been undercharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the Company may bill or otherwise hold the customer financially liable for no more than one year after the customer receive such service per State Statute 16-259(a).

VIII. DENIAL OR TERMINATION OF SERVICE

- a) Refusal or discontinuation of service by a water company is restricted by certain provisions of Connecticut General Statutes and of the regulations of the DPUC. Copies of the applicable statutes and regulations are available for inspection at all of our offices.
- b) Notices regarding termination of service shall:
 - i) Be sent via first class mail at least 15 days before the termination.
 - ii) Contain the grounds for termination.
 - iii) Contain explanation of customers' rights.
- c) New service may be denied or termination proceedings may be started by the Company for any of the following reasons and carried out subject to the aforementioned restrictions.
- d) Service may be terminated without notice, again subject to certain restrictions, for:
 - i) A condition determined by the Company to be hazardous.
 - ii) In the event of illegal or unauthorized provision of service.
- e) Service may be terminated with notice, for:
 - i) Non-payment of a delinquent account, provided the Company notified the customer and is in compliance with all of the procedures prescribed in Section 16-3-100 (c) through (h) of the Regulations of Connecticut State Agencies.
 - ii) Failure by a customer to comply with the terms of any agreement where under they are permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure for such a customer to simultaneously keep their account for utility service current as charges accrue in each subsequent billing period. Except where the customer has made a payment or payments amounting to 20% of the balance due, in which case the Company shall not terminate service until further notice of the conditions the customer must meet to avoid termination is sent to the customer. Such notice shall not entitle the customer to further review as provided by Subsection VII e-1 of these regulations or to additional notice upon subsequent payment of 20% of the balance due.

- iii) Violation of or non-compliance with the Company's Rules and Regulations.
- iv) When the Company has discovered that a customer has obtained unauthorized water service by fraudulent means or material misrepresentation or has diverted the water service for unauthorized use or has obtained water service without same being properly registered upon the Company's meter.
- v) Tampering with the equipment furnished and owned by the Company.
- vi) Failure of the customer to permit the Company reasonable access to its equipment during normal working hours.
- vii) Failure of the customer to make necessary service line repairs after reasonable notice to avoid the wasting of water.
- viii) Failure of the customer to furnish such service, equipment, permits, certificates or rights of way as shall have been specified by the Company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
- ix) Failure of non-residential customer to fulfill their contractual obligations for service or facilities subject to regulation by the DPUC.
- x) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- xi) Failure or refusal of the customer to reimburse the utility for repairs to or loss of utility property on the customer's property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or their agents.
- xii) Failure to comply with the Public Health Code of the State of Connecticut pertaining to cross connection control requirements at the premises.
- xiii) When the Company has determined that the furnishing of water service would be contrary to any orders, ordinances of laws of the federal or state government or any political subdivision thereof.
- xiv) Failure of the customer to provide identification within 15 days of opening an account.

- f) Termination proceedings may be started by the Company for non-payment of a delinquent account, provided that the Company has notified the customer of the delinquency and has made a diligent effort to have the customer pay the delinquent account. A termination notice to a customer whose account is delinquent will be mailed no earlier than 63 days after mailing the original quarterly bill or 33 days after mailing the original monthly bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.
- g) The Company will not terminate service to a customer if:
- i) The customer has filed an unresolved complaint or dispute with the Company and/or the DPUC. Such complaints must be made to the Company within seven days of receipt of a termination notice. Such complaint shall be reviewed by the Company as prescribed by Section 16-3-100 (g) of the Regulations of Connecticut State Agencies;
 - ii) There is known to be serious illness in the home of a residential customer. The Company must be notified by a doctor within 13 days of a customer's receipt of a termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The notice must be renewed every 15 days or the last day of the period specified by the physician as to the length of the illness. The customer is required to make a reasonable arrangement with the Company to pay the delinquent part of his/her bill, and to pay all future bills on a current basis while the illness continues;
 - iii) The customer of record is a landlord or agent for an individually metered occupied residential rental property, and the delinquent bill is for water service to that property. If practicable, arrangements may be made with the tenant for payment of bills for future service, and appropriate legal action may be taken against the customer for the delinquent and current amounts. However, if reasonable arrangements have been made with the tenant and the tenant refused to cooperate, the Company may terminate service to the tenant upon proper notice;
 - iv) The customer of record is a landlord or agent for an occupied residential rental property, and for water service to that property where the meter services multiple units/tenants. In the event such account is delinquent bill, the Company may pursue payment through the rent receivership process or other appropriate collection methods.
 - v) The day immediately prior to a weekend or holiday except under conditions as set forth in sub-paragraph (d)(i) of this section where there is determined to be a condition that is hazardous.

IX. PRIVATE FIRE SERVICE

- a) Fire hydrants and sprinkler systems shall be installed and maintained at the expense of the customer. The size, material and locations of piping, and plans and specifications for any tanks and pumps that may be required, shall be submitted in writing to the Company for approval. The Company must inspect the installation before backfill and must witness the pressure test and all flow tests for compliance with the approved plans and specifications. The Company may meter private fire lines where there is demonstrated justification such as unauthorized use of the service and/or where unusual circumstances prevail in the customer's premises.
- b) Prior to the installation of any fire sprinkler system, the Company shall be notified in accordance with Section 19a-37a-1 of the Connecticut Public Health Code.
- c) A backflow prevention device shall be required on a line to a fire sprinkler system with any siamese connection in accordance with the Connecticut Public Health Code.
- d) Operating tests of private fire hydrants and sprinkler systems shall be made only after notification to and approval by the Company.
- e) No water shall be taken from a private fire hydrant except for use on the property in which it is located, nor for any purpose other than to extinguish fires or to test fire fighting equipment. Such uses of water for purposes other than fire fighting shall be made only after notification to and approval by the Company.
- f) The Company shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to the installation of a private fire service system or any leakage or flow of water therefrom.
- g) In cases where a private development is to be served by a single service connection and ownership of the single service pipe or distribution main is not held by the Company, a separate fire service main may be required to accommodate private fire hydrant service.
- h) With Company approval, a single fire service may service more than a single premise.
- i) The customer shall provide the Company with approval from the local fire marshal and a letter from their insurance carrier acknowledging that the fire service is being disconnected before a customer's request for discontinuance of a private fire service can be processed by the Company. The owner is responsible for billings until terminated.

X. FIRE PROTECTION CHARGES

- a) All public fire hydrants, except certain town owned hydrants, shall be owned and maintained by the Company.
- b) Any hydrants and mains located on public property, easement, or a public right of way are subject to public fire charges and billed to the municipality.
- c) Any mains located on private property, easement, or private right of way that are installed at the expense of a private property owner and any hydrants installed by the company on such mains shall be owned and maintained by the Company and are subject to the Fire in Private Rights of Way charges and billed to the property owner.
- d) Fire departments desiring to use water from hydrants for testing equipment or for any purpose other than that of extinguishing fires, must notify the Company in advance of such usage.
- e) Persons who desire to use water from public hydrants for purposes other than fire fighting must first obtain permission from the Company. Persons using water without permission of the Company shall be prosecuted to the full extent of the law.

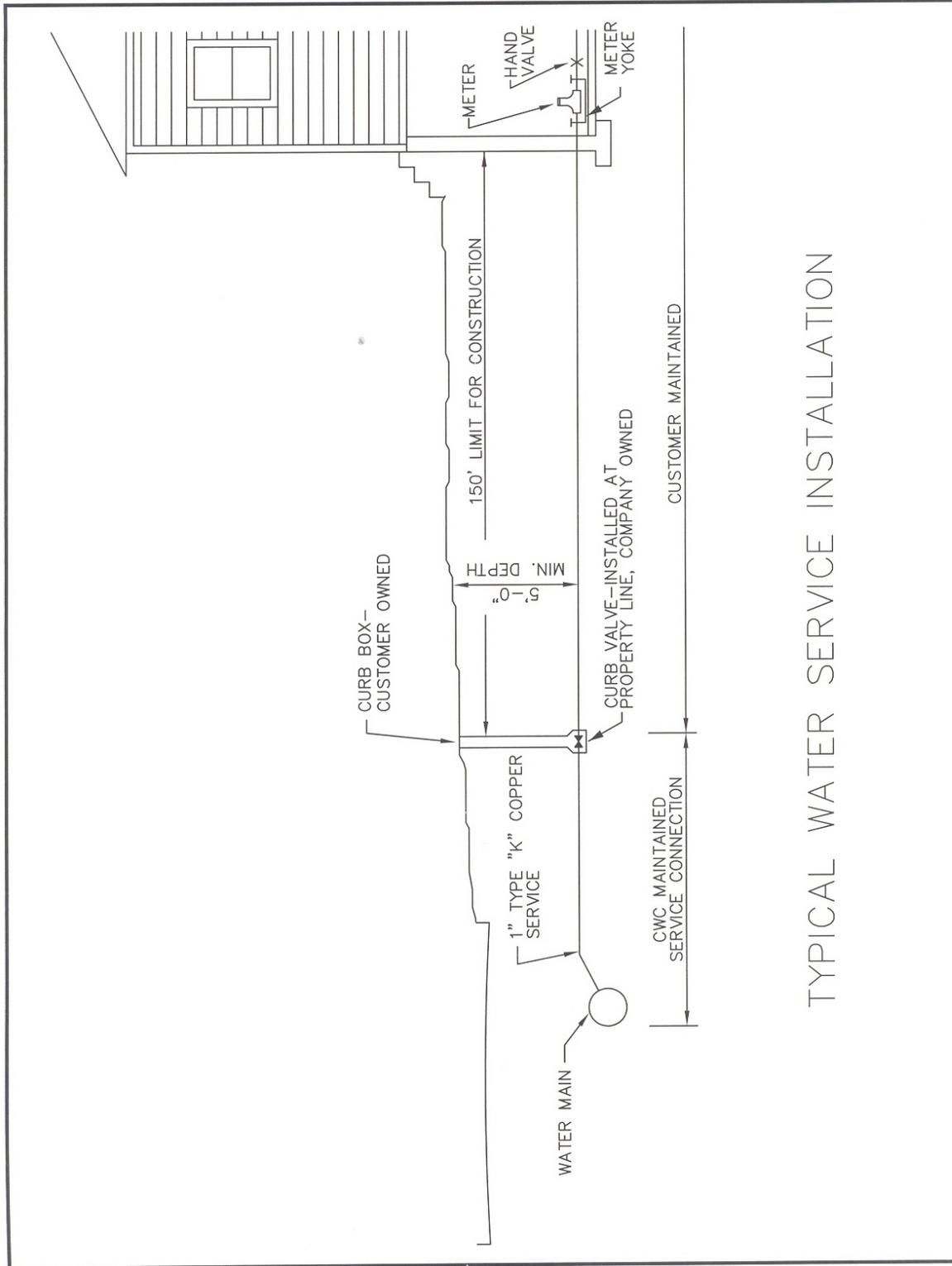
XI. COMPANY RESPONSIBILITIES

- a) The Company undertakes to supply its customers with water which meets the requirements of the State of Connecticut Department of Public Health, and which has such physical and chemical properties as to make it acceptable for domestic use. However, the Company does not undertake to render any special service, to maintain any fixed pressure, to deliver any fixed quantity of water, or special quality water.
- b) The Company shall not be liable for any damage to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Company's negligence, or which, being known to the customer, was not reported by that customer in time to avoid or mitigate such damage.
- c) Company employees performing work at a customer's premises, shall wear a company uniform or carry a badge or other identification card identifying him/her as a company employee.

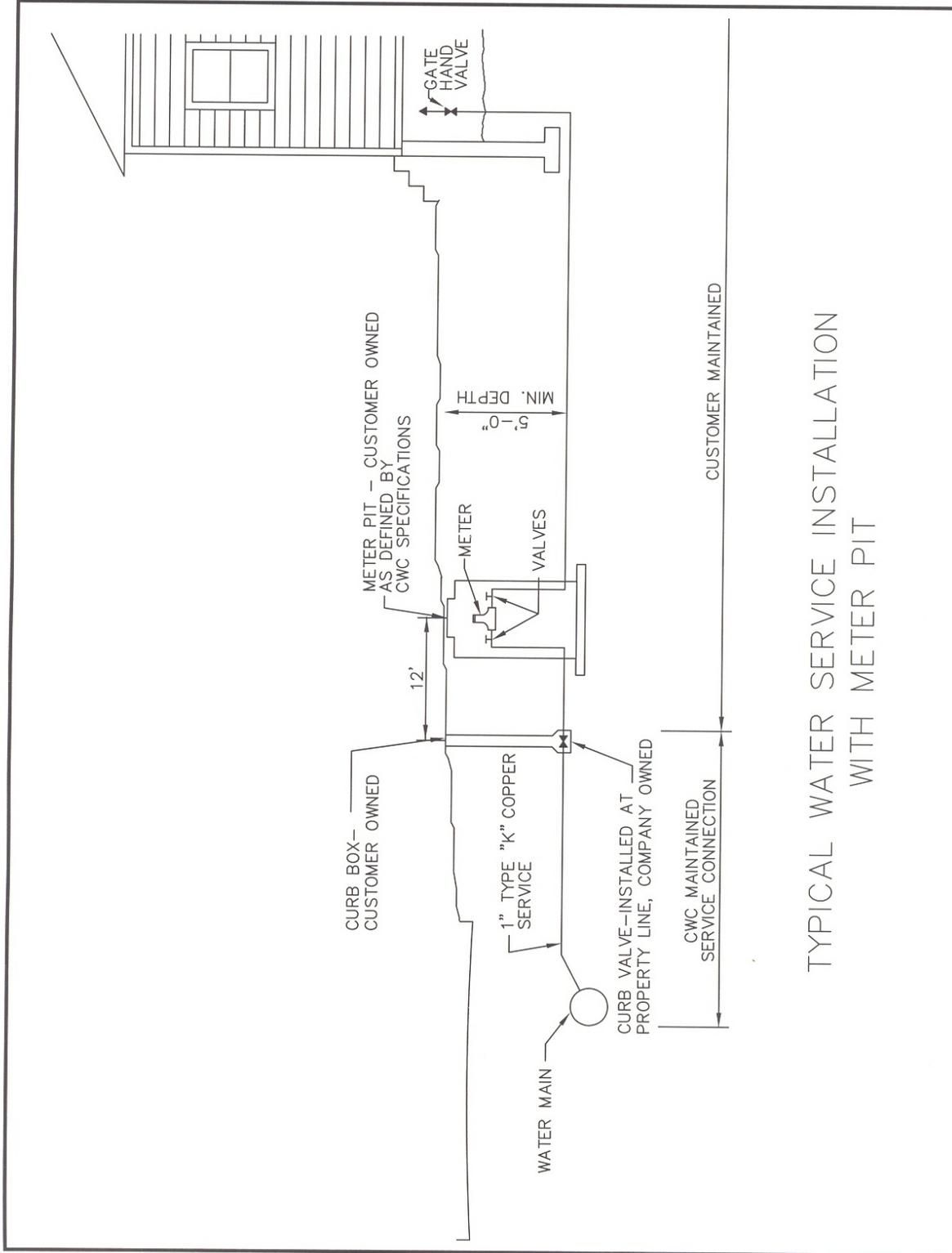
XII. NOTES

XIII. APPENDIX

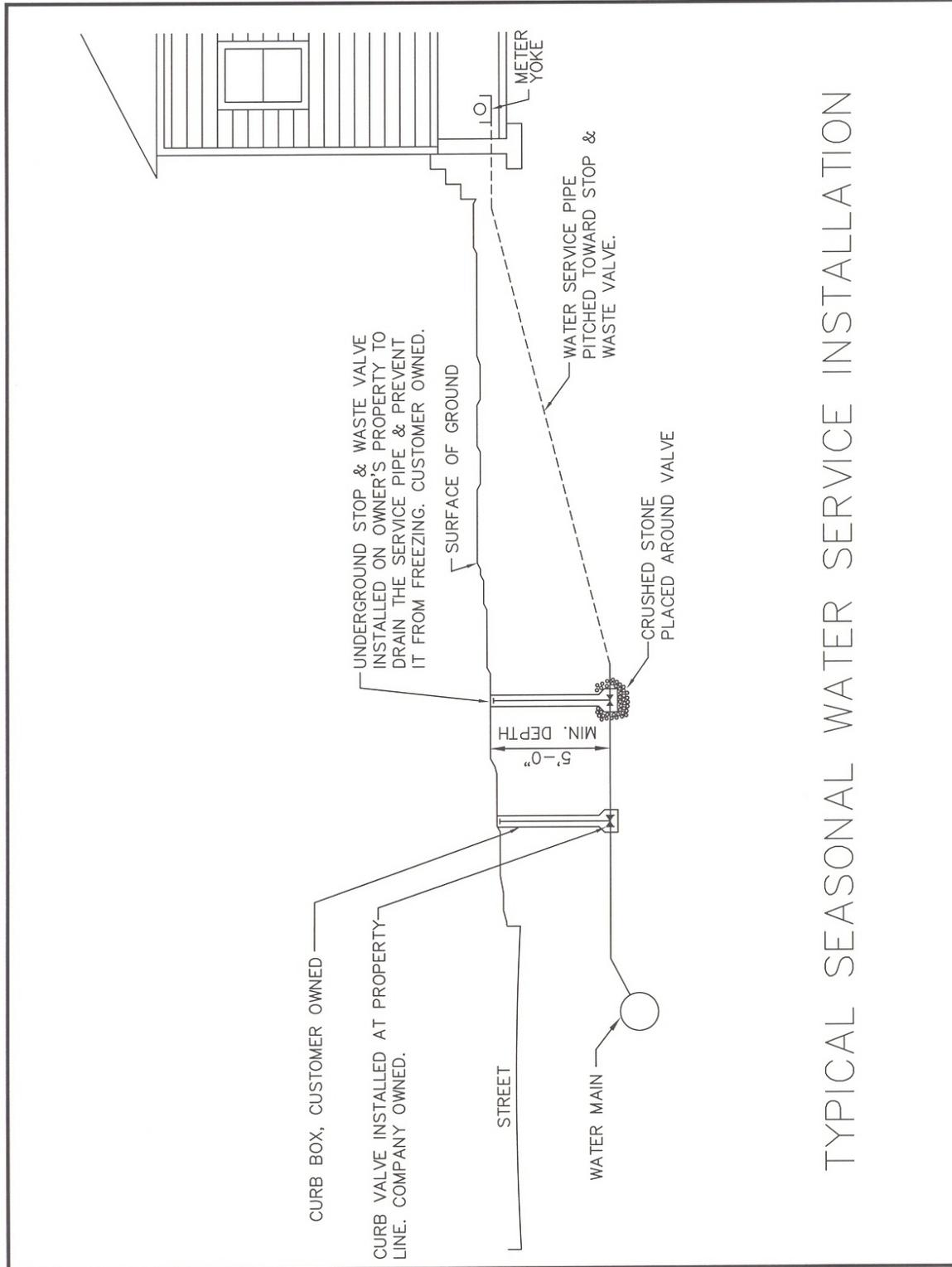
- a.) Diagram - Typical Water Service Installation
- b.) Diagram - Typical Water Service Installation with a Meter Pit
- c.) Diagram - Typical Seasonal Water Service Installation
- d.) Diagram - Typical Meter Yoke Installation
- e.) Diagram - Typical Meter Yoke Installation with PRV
- f.) Customer Information – Your Water Service



TYPICAL WATER SERVICE INSTALLATION

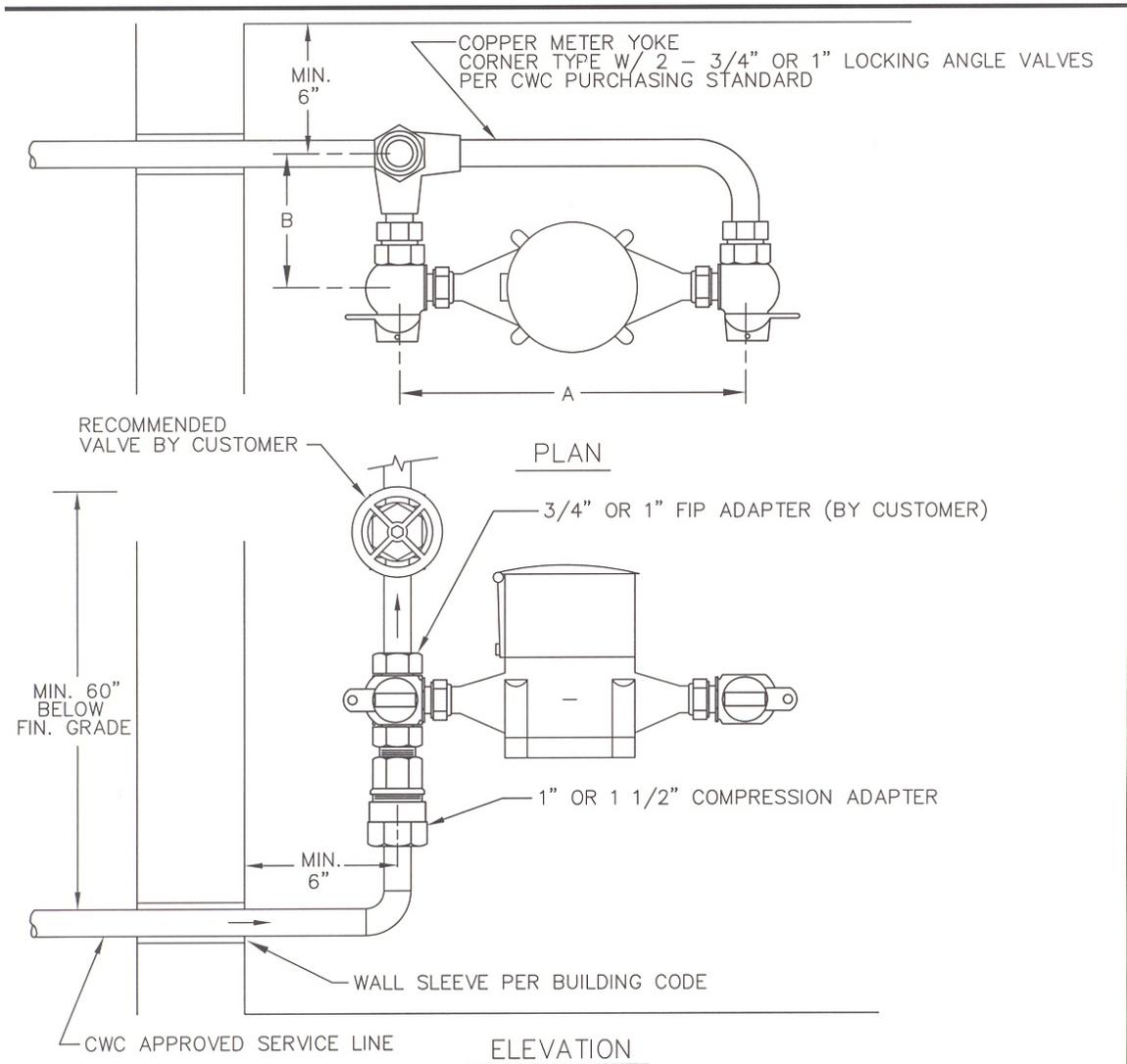


TYPICAL WATER SERVICE INSTALLATION
WITH METER PIT



TYPICAL SEASONAL WATER SERVICE INSTALLATION

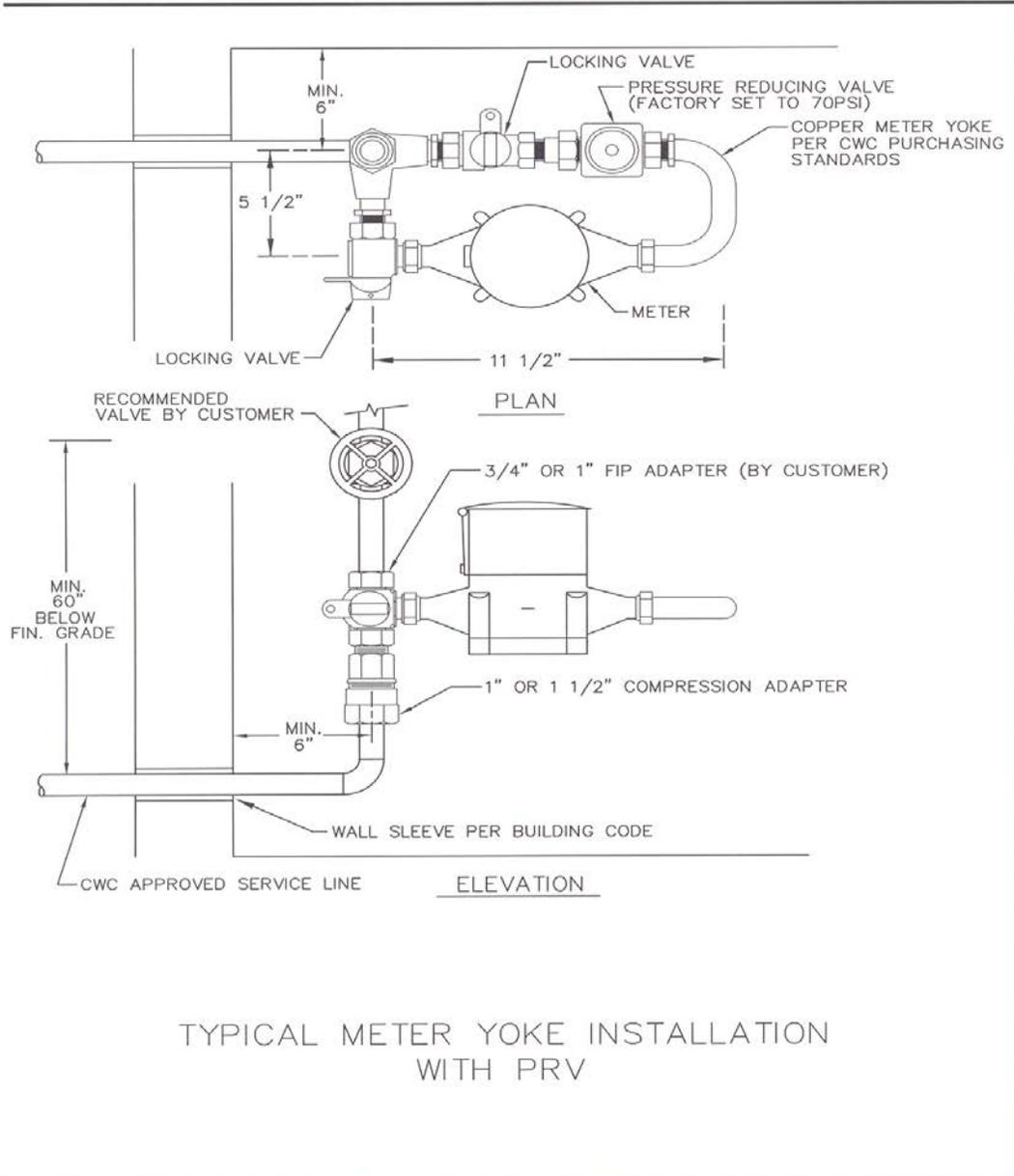
APPENDIX D



METER SIZE	DIM "A"	DIM "B"
5/8" X 3/4"	11 1/4"	4 1/2"
3/4"	12 3/4"	4 1/2"
1"	15"	5 1/2"

TYPICAL METER YOKE INSTALLATION

APPENDIX E



TYPICAL METER YOKE INSTALLATION WITH PRV

Your Water Service

There are many components necessary to provide water service to your home. This illustration identifies the components of a typical residential water service and the responsibility of the water company and the customer for these components.

1 Water Mains:

Miles of water mains carry treated water from our reservoirs and wells to your premises. They are Company owned.

2 Tap:

This is the connection at the water main for the service line to your building. Company owned.

3 Service Line:

This is the pipe that goes from the water main to your building. The Company owns the portion from the water main to the curb valve. The Customer owns the remaining portion after the curb valve to and into the building.

4 Curb Valve: The valve that controls the flow of water to your building. Company owned.

5 Curb Box: A cylindrical iron box with a cover, at the curb line, that provides access to the curb valve. Customer owned.

6 Curb Box Cover: Protects the valve and keeps the box free of dirt and foreign matter. Customer owned.

7 Cellar Valve (may be part of a meter horn assembly): Controls the flow of all water coming into the premises. Valve and meter horn are Customer owned.

8 Water Meter (usually located inside the building): Records how much water is used. It is Company owned, but the customer is responsible for any damages (freezing, vandalism, external causes, etc.) and may be charged for repairs or replacement.

9 Pressure Reducing Valve (only in high pressure areas): Controls and regulates the pressure of water coming into the building. Customer owned.

10 Remote Meter Reading Receptacle: Permits us to obtain meter readings without entering the premises. Company owned.

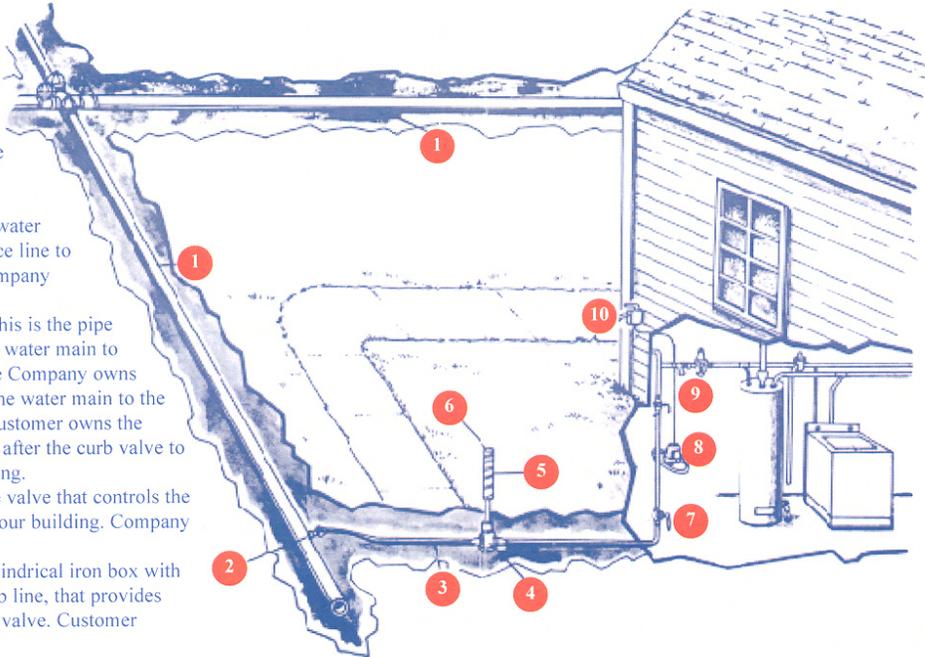


EXHIBIT E

SUMMARY OF PRINCIPAL LAWS APPLICABLE TO THIS AGREEMENT

REGULATORY OVERSIGHT

CWC is subject to regulatory oversight by state and federal agencies and actions are handled in a public process, and information related to permits or compliance is readily available from the agencies. The primary regulatory oversight is:

- DPH with regard to the purity and adequacy of its supplies;
- Department of Energy and Environmental Protection (DEEP) regarding water resources and environmental permitting, and
- PURA with respect to rates and quality of service.

Customers in the Town of Mansfield shall be afforded all the rights and protections available to all Connecticut Water customers as a result of such oversight. A summary of applicable laws and statutory references shall be included as an exhibit in the Definitive Agreement.

Among the key provisions governing a private water company by the Public Utilities Regulatory Authority that protect customers and the community are:

Rates and Surcharges of Public Service Companies	
Establishing rates <i>CGS § 16-19</i>	Amendment of rate schedule; investigations and findings by authority; hearings; deferral of municipal rate increases; refunds; notice of application for rate amendment, interim rate amendment and reopening of rate proceeding.
Water company rate adjustments <i>CGS § 16-32c</i>	Requires notice to customers in advance of any general rate increase; opportunity to provide comments on the request
Water meters may be required <i>CGS § Sec. 16-260</i>	Water company may refuse to furnish water, except by metered measurement at established rates, to the owner or occupant of any premises upon which water is allowed to be wasted by reason of defective fixtures, or otherwise, after notification to such owner or occupant and reasonable time given to him to make necessary repairs.
Water company rate adjustment mechanisms <i>CGS § 16-262w</i> <i>PA 13-78</i>	Allows for Water Infrastructure and Conservation Adjustment (WICA) Charge between general rate cases for PURA approved eligible projects. Allows for Revenue Adjustment mechanism to annually adjust rates to recover revenues as authorized in last rate case.

Service Termination	
Termination of utility service for nonpayment <i>CGS § 16-262c, 16-262d</i> <i>Regs. CT State Agencies § 16-3-100.</i>	Defines process and notice requirements for termination of utility service for nonpayment. Nontermination in event of illness during pendency of customer complaint or investigation. Amortization agreement. Appeal. Notice re credit rating information Provisions for amortization agreements and hardship cases. Privacy of individual utility customer usage and billing information.
Notice furnished tenants re intended termination of utility service <i>CGS § 16-262e</i>	Specific protections for tenants and limitations on termination of service. where landlord pays for water service
Action for receivership <i>CGS § 16-262f</i>	Special provisions for collection of rents in multi-family situations
Service Quality & Obligation to Serve	
Inadequate service or unreasonable rates; petition to the authority <i>CGS. § 16-20</i>	If company unreasonably fails or refuses to furnish adequate service at reasonable rates to any person which the company has authority to furnish the service, the person may bring a written petition to PURA alleging the failure or refusal.
Revocation of franchises <i>CGS. § 16-10a</i>	PURA, on its own initiative, or upon complaint of any town or on petition of not less than five per cent of the affected persons, shall investigate into any alleged failure to provide such service as it deems necessary. May result in revocation of franchise as to any such town or any portion thereof, or make such other order as may be necessary to provide such service.
Economic viability of water companies. <i>CGS. § § 16-262n</i>	Provides for investigation by DPH and PURA and orders as necessary to review the economic viability of a water company, based upon performance measures of the company's stability and financial condition, technical and managerial expertise and efficiency, and physical condition and capacity of plant.

Department of Public Health Rules and Regulations	
<i>CGS. § 25-32e</i>	Imposition of civil penalties for violations of certain drinking water laws and regulations.
<i>CGS. § 25-34.</i>	Investigation of water or ice supply.
<i>CGS. § 25-40</i>	Analysis of water. Schedule of fees, when applicable.
<i>CGS. § 25-51</i>	Injunction against injury to water supply or source.
<i>CGS. § 19a-38</i>	Fluoridation of public water supplies.
<i>CGS. § 19a-37a</i>	Regulations establishing standards to prevent contamination of public water supplies. Civil penalties.
<i>Conn. Agencies Regs. § - 19-13-B102</i>	Standards for quality of public drinking water
<i>Conn. Agencies Regs. § - 19-13-B80.</i>	Chemical substances in public water supplies.
<i>Conn. Agencies Regs. § 25-32e-1.</i>	Civil penalties for violation of certain drinking water laws.
<i>CGS. § 25-32d.</i>	Water supply plans.
<i>CGS. § 25-42.</i>	Power to take lands and streams.
<i>CGS. § 25-33 et seq</i>	Water company reporting and record retention requirements. Plan required for construction or expansion of a water supply system or a proposed new source of water supply.
<i>CGS. § 25-32b.</i>	Public drinking water supply emergency.
<i>Conn. Agencies Regs. § 25-33h-1</i>	Coordinated water system plans.
<i>Conn. Agencies Regs. § 25-32d-1a et seq</i>	Source water protection measures.

EXHIBIT F
RATES AND CHARGES OF UCONN AS OF EFFECTIVE DATE OF AGREEMENT

University of Connecticut
Water Rate Schedule
Effective as of Sept. 13, 2011

WATER CHARGES

Connection Charge	\$0
Domestic Water Use Metered Charge	\$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Domestic Water Meter Fee	\$100 per year
Domestic Water Use Flat Rate ¹	\$340 per year

FIRE PROTECTION FLAT RATE:

Private Fire Charges

Connection Size	Annual Charge	Quarterly Charge
1"	\$ 16.10	\$ 6.2267
2"	\$ 84.36	\$ 23.2939
3"	\$ 239.46	\$ 62.0682
4"	\$ 506.97	\$ 128.9455
6"	\$1467.06	\$ 368.9671
8"	\$3123.01	\$ 782.9555
10"	\$5613.90	\$1405.6794
12"	\$9066.19	\$2268.7520

Public Fire Charges

	Quarterly Charge	Monthly Charge
Per Hydrant	\$60.00	\$20.00

¹ Domestic water use flat rate is reserved only for connections that do not have a water meter or a written agreement with Supplier. The Water Supply Rules and Regulations require that all connections have a water meter.

Miscellaneous Fees and Charges

Bulk water account activations	\$50
Bulk water commodity charge	Metered rate = \$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Unauthorized hydrant use	\$200
Unauthorized water use	\$300
Curb box repairs – equipment required	\$300
Curb box repairs – hand dug	\$100
Cross connection notice fee	\$40

Special Charges

Service turn off (normal hours)	\$40
Service turn off (after hours)	\$60
Service turn on (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on- large meter <: 2" (normal hours)	\$40
Service turn on- large meter <: 2" (normal hours)	\$60
Service turn on at curb (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on – seasonal activation	\$20
Frozen meter charge	\$50
Frozen meter charge (after hours)	\$75

Collection Fees

Returned check fee	\$30
Late payment fee	1.5% per month ²

² The interest charges are applied at the time of billing and are applied to past due amounts only. Monthly customers would have a one-month interest charge applied at the time of billing and quarterly customers would have a three-month interest charge applied at the time of billing (3 times the monthly interest rate).

Exhibit G

TOWN INFRASTRUCTURE

Town infrastructure shall mean the Town owed water distribution infrastructure as of the effective date of the Agreement including:

1. Water lines installed in 1979 to connect to the Senior Center and Senior Housing area on Maple Road:
 - a. Approximately 2242 feet of 6 inch ductile iron water main running along the south side of South Eagleville Road (CT Route 275) from the meter pit installation near Separatist Road to the intersection of Westwood Road and South Eagleville Road, including valves and other appurtenances.

2. Water lines installed in 2013 for the Storrs Center development:
 - a. Approximately 536 feet of 12 inch ductile iron water main running in the Town's road (Royce Circle) from the intersection of Bolton Road Extension and Royce Circle south and east to a point in Royce Circle near the entrance to the parking garage at 33 Royce Circle, including hydrants, valves and other appurtenances.
 - b. Approximately 1120 feet of 12 inch ductile iron water main running in the Town's road (Wilbur Cross Way) from the intersection of Royce Circle and Wilbur Cross Way south to a water main owned by UConn in Charles Smith Way, including hydrants, valves and other appurtenances.

WATER SUPPLY AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, is made and entered into as of the 18th day of December, 2013, by and between THE UNIVERSITY OF CONNECTICUT, a non-profit state institution of higher education, organized under the laws of the State of Connecticut, with principal administrative offices at Storrs, Connecticut, (“UConn”) and CONNECTICUT WATER COMPANY, a Connecticut corporation having its principal offices at Clinton, Connecticut (“CWC”).

RECITALS

WHEREAS, UConn operates and maintains a system of registered water diversions at its facilities in Storrs, Connecticut; and,

WHEREAS, UConn desires to secure a supplemental supply of potable water to address future increases in water demand at its facilities in Storrs, Connecticut; and,

WHEREAS, pursuant to the Connecticut Environmental Policy Act, C.G.S. §§ 22a-1 *et seq.*, and regulations promulgated thereunder (collectively “CEPA”), UConn has completed an environmental impact evaluation and record of decision for potential sources of water supply, and selected CWC as the proposed water supplier as detailed therein; and,

WHEREAS, the Connecticut Office of Policy and Management has reviewed the referenced environmental impact evaluation, record of decision and related documentation, and determined that UConn has satisfied the requirements of CEPA; and,

WHEREAS, CWC is a public service company subject to the jurisdiction of the Public Utilities Regulatory Authority with public water supply infrastructure extending into Tolland, Connecticut; and,

WHEREAS, CWC upon the receipt of required approvals from Governmental Authorities and construction of the proposed infrastructure, shall be ready, willing and able to provide UConn with the water supply service specified in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants, promises, obligations and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UConn and CWC (hereinafter, collectively “Parties” and individually a “Party”) hereby agree as follows:

SECTION 1. DEFINITIONS AND ADOPTION

1.1 **Definitions.** As used in this Agreement, the following terms have the respective meanings set forth below:

“Basic Service Charge” shall mean the PURA-approved monthly charge to be paid by a CWC water customer based on the meter size of the customer service connection and the applicable schedule of approved rates for CWC Year Round customers, or a successor charge established by PURA to replace the use of the Basic Service Charge.

“Billed Customers” shall mean those persons, associations, partnerships or corporations of record as having a legal obligation to pay for Potable Water supply service as the owners of real property receiving water or tenants thereof having an obligation to pay for water pursuant to an agreement with the real property owner.

“Campus Connection Spur” shall mean the pipeline, valves and related appurtenances and work to interconnect Meter Pit A to other elements of the UConn System.

“Capital Improvements” shall mean the water supply pipeline, pumping stations, pumping station upgrades, pressure reducing valves and related appurtenances and work to be performed by CWC to interconnect the CWC system at Anthony Road and Merrill Road in Tolland to the UConn system at the Delivery Point and the infrastructure on Middle Turnpike that would serve the Four Corners, identified on the attached Exhibit A and hereby incorporated into this Agreement.

“Connecticut General Statutes” or “C.G.S.” shall mean the State of Connecticut General Statutes, Revision of 1958, revised to 2013, and as revised and amended from time to time.

“Completion Date” shall mean the date of UConn’s written acceptance of CWC’s written notice of completion of construction and testing of Capital Improvements, or the date occurring 60 days after UConn’s receipt of the CWC written notice of completion, whichever first occurs, provided, that UConn has completed construction of the Campus Connection Spur, and, provided further, that UConn has not delivered to CWC within such 60 day period a notice that there are items not completed in accordance with the terms of this Agreement or the conditions of any Licenses or Permits (“Deficiency Notice”).

“CTDEEP” shall mean the Connecticut Department of Energy and Environmental Protection, or its successor as established by Law.

“CTDPH” shall mean the Connecticut Department of Public Health, or its successor as established by Law.

“CWC Regulations” shall mean the Rules and Regulations of the Connecticut Water Company as approved by PURA on July 14, 2010, and revisions and amendments thereto not inconsistent with this Agreement.

“Deficiency Notice” shall mean a circumstance as specified with respect to the Completion Notice as noted above.

“Delivery Point” shall mean the connection between CWC infrastructure and UConn infrastructure at Meter Pit “A”.

“Diversion Permit” shall mean an authorization issued by the CTDEEP pursuant to the Water Diversion Policy Act, C.G.S. §§22a-365 *et seq.*, as amended, in such form as required by CTDEEP for the purpose of authorizing CWC to provide water to UConn as required by this Agreement.

“Exclusive Service Area” shall mean an area where public water is supplied by one system as established by the CTDPH pursuant to C.G.S. §§25-33c *et seq.*, as amended.

“Existing Customers” shall have the meaning set forth in Section 3.2(a) hereof.

“Freedom of Information Act” or “FOIA” shall mean the Freedom of Information Act as set forth in C.G.S. §§1-200 *et seq.* and amendments thereto.

“Governmental Approval” means any authorization, consent, approval, license, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority (including zoning variances, special exceptions and non-conforming uses).

“Governmental Authority” means any federal, state, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity but excluding in all cases UConn.

“Law” or “Laws” shall mean federal, state, local, foreign or other laws, regulations, orders, injunctions, building and other codes, ordinances, permits, licenses, judgments, decrees of federal, state, local, foreign or other authorities, and all orders, writs, decrees and consents of any governmental or political subdivision or agency thereof, or any court or similar Person established by any such governmental or political subdivision or agency thereof but excluding in all cases UConn.

“Licenses and Permits” shall mean any license, permit, registration, certificate, order, approval, franchise, variance and similar right issued by or obtained from any Governmental Authority or any third party that is required in connection with the operation of a Party’s water supply system, the Capital Improvements or the Supply Source Improvements.

“Meter” shall mean a water volume measuring device (meeting design, type and specifications per industry standards and PURA regulations) that is used for the purpose of measuring water volumes as provided in this Agreement).

“Meter Pit A” shall mean the meter pit to be constructed by UConn in the Town of Mansfield, on the west side of Route 195 at the location indicated on Exhibit A.

“Net Volume” shall mean and be calculated as the water delivered by CWC to the Delivery Point, reduced by: i) the total of the volume of metered water delivered by CWC to CWC customers downstream of the Delivery Point and served by the Capital Improvements, and ii) the volume of metered water delivered to non-university customers in the UConn Technology Park for which the revenues will be transferred by UConn to CWC, and increased by a

percentage adjustment established annually by the Parties to reflect a reasonable estimate of the volume of nonrevenue water (e.g. system leaks, fire flows) in the system supplied by CWC downstream of the Delivery Point and via the Capital Improvements. In the event that either Party reasonably believes that the method of calculating Net Volumes described above is inaccurate, the Parties agree to meet and negotiate in good faith to arrive at an alternate method of calculating Net Volumes that is more accurate, provided that alternate method can be accomplished at a reasonable cost and is in conformance with prevailing industry practices.

“New Customers” shall have the meaning set forth in Section 3.2(c) hereof.

“Notice of Completion” shall mean a written notice from CWC confirming the completion of all necessary or appropriate construction and testing of Capital Improvements in conformance with the requirements of the Agreement.

“Peak Day Demand Volume” or “PDDV” shall have the meaning set forth in Section 2.1(a) hereof.

“Person” shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, individual, municipality, government or any agency or political subdivision thereof, tribal nation, tribe or any other entity.

“Potable Water” shall mean water of a quality meeting, or of a quality higher than, those standards for quality of drinking water established by the CTDPH pursuant to C.G.S. § 19a-36, including R.C.S.A. § 19-13-B102, and as such standards may be revised or amended from time to time.

“Production Points” shall mean those locations in the UConn campus water infrastructure where its wells connect to the water supply and distribution system as indicated on Exhibit A.

“Project” shall mean actions related to securing a long term supply of potable water for purposes of meeting current and future water demand projections for UConn and the Town of Mansfield as described in the ROD.

“Public Authority Commodity Charge Rate” shall mean the PURA-approved commodity charge as specified in CWC’s rate schedule to be paid to CWC by public authority customers based on metered water volumes delivered to such customers, or a successor charge established by PURA to replace the use of the Public Authority Commodity Charge Rate.

“PURA” shall mean the Public Utilities Regulatory Authority presently within the CTDEEP, or its successor as established by Law.

“R.C.S.A.” shall mean the Regulations of Connecticut State Agencies, and as revised and amended from time to time.

“Reasonable Efforts” shall mean the taking of any and all actions which are commercially reasonable under the circumstances and reasonably required to accomplish the desired task or achieve the desired result.

“Record of Decision” or “ROD” shall mean the Final Record of Decision and Environmental Impact Evaluation (EIE) for Potential Sources of Water Supply, University of Connecticut, Storrs, CT, University Project #901662, dated July 30, 2013.

“Sale of Excess Water Permit” shall mean an authorization issued by CTDPH pursuant to the C.G.S. §22a-358, as amended, as may be required for the purpose of allowing the sale of water between CWC and UConn pursuant to this Agreement.

“State Infrastructure Customer Rate” shall have the meaning set forth in Section 3.1(a) hereof.

“Substantial Completion” shall mean that degree of completion of construction of the Capital Improvements or Campus Connection Spur sufficient to allow for preliminary testing of such infrastructure.

“Supply Source Improvements” shall mean equipment, modifications and all work or actions to be taken by CWC to develop, construct, maintain, treat and repair the supply of Potable Water at Shenipsit Reservoir at sufficient volumes to meet all CWC obligations under this Agreement.

“Term” shall mean the effective period of this Agreement pursuant to Section 11 hereof.

“UConn Customer Rate” shall have the meaning set forth in Section 3.2(a) hereof.

“UConn System” shall mean the water distribution pipes, pumps, tanks and related appurtenances located on the UConn campus as detailed on Exhibit A.

“Water Supply Plan” shall mean the water system management documentation prepared by a water company or UConn for purposes of evaluating water supply needs and a strategy to meet such needs as required by C.G.S. §25-32d.

1.2 Adoption of Preamble and Recitals. The Parties each adopt and certify that each of those respective statements concerning such Party as stated in the preamble and recital of this Agreement are true and correct, and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein, provided that in cases of conflict, the provisions stated in the body of the Agreement shall control over statements in the preamble and recital.

SECTION 2. WATER SUPPLY

2.1 Water Supply Quantity and Pressure.

(a) Subject to the terms and condition of this Agreement, beginning on the Completion Date and throughout the Term of this Agreement, CWC shall have and agrees to sell and supply to UConn at the Delivery Point on a 24 hour per day and 365 day per year basis all Potable Water demanded by UConn for its own account or for those non-university on-campus users that will remain UConn customers, and CWC shall deliver the estimated volume demanded by off-campus customers and non-university customers at the UConn Technology Park, taking into account the projected water demand time line and average day and peak day volumes presented in Exhibit 2.1, up to the peak day demand volume of 1.5 million gallons per day ("PDDV") and as such Exhibit 2.1 volumes of projected demand may be updated by UConn upon notice to CWC, and as the PDDV may be amended from time to time by mutual agreement of the Parties.

(b) CWC agrees that the quantity of Potable Water to be delivered to UConn during any day, month or year of this Agreement shall be determined in the sole and absolute discretion of UConn but not to exceed the PDDV, subject to the terms and provisions of: i) the Diversion Permit and, ii) Sale of Excess Water Permit, if, upon inquiry of the Parties, CTDPH indicates that such Sale of Excess Water Permit is required for the Project.

(c) CWC agrees that UConn shall not be required to take possession of, or pay for, a minimum quantity of Potable Water during any period of this Agreement.

(d) The Parties acknowledge and agree that the amount of Potable Water to be demanded by UConn under this Agreement may fluctuate from time to time over the Term of the Agreement.

(e) The Parties shall provide Potable Water at the pressure necessary to ensure proper service to UConn and customers to whom CWC connects through the UConn System taking into account the effects of activation of UConn fire suppression systems. UConn shall operate the UConn System in a manner as required to provide adequate pressure at all points at which water leaves the UConn System to serve CWC off-campus customers that exist as of the Completion Date.

(f) In the event that UConn has timely delivered a Deficiency Notice to CWC, the Parties shall diligently confer, review and correct, in a manner reasonably acceptable to the Parties, the circumstances on which the Deficiency Notice is based, and specify the date to be considered the Completion Date.

2.2 Water Supply Quality.

(a) CWC shall supply and deliver Potable Water at the Delivery Point. UConn shall supply and deliver Potable Water at all points at which water leaves the UConn System to serve CWC off-campus customers.

(b) The Parties shall cooperate during the design of the water supply system to be constructed by CWC to identify and select those design elements or equipment reasonably necessary to maintain aesthetic water quality (e.g. color, staining, taste and odor) reasonably acceptable to UConn.

(c) The Parties intend to address the following specified water quality responsibilities as noted below:

(i) CWC shall timely perform, at its sole cost and expense, all requirements for management of disinfection byproducts in that portion of the UConn System in which CWC-supplied water passes including all monitoring, sampling, reporting, treatment, flushing and cleaning required by Law concerning disinfection byproducts. The Parties shall cooperate to equitably allocate the costs of flushing and cleaning the UConn System to the extent that UConn's needs to conduct such tasks in the course of its operations coincide with CWC's obligations in this paragraph. CWC shall ensure that UConn is provided with timely copies of all information secured by CWC, and all filings with CTDPH, in connection with compliance with this provision of the Agreement. CWC shall indemnify, defend and hold harmless UConn for all fines, penalties, and costs of injunctive relief or system treatment, modification and similar costs required to meet disinfection byproduct requirements of Law. The allocation of responsibility established by this section reflects the fact that the UConn System is presently not subject to requirements that will apply when CWC's surface water-supplied system is connected to the UConn System.

(ii) UConn shall be responsible to address, at its sole cost and expense, any exceedence of CTDPH standards for radionuclides and arsenic that occurs at all points at which water leaves the UConn System to serve CWC off-campus customers. The allocation of responsibility established by this section reflects the fact that the CWC water supply to the Project is to be sourced from surface water supplies only and the UConn water is the only groundwater supplied source to the combined UConn and CWC system.

(d) In the event of a water quality concern being identified by either Party with respect to their own water system or the other Party's water system, through testing or otherwise, the following shall apply:

(i) Notice of Water Quality Inquiry. The concerned Party shall notify the other Party and provide all available information regarding the nature of the water quality concern, including test results, expert reports or other documentation.

(ii) Cooperate to Investigate. The Parties agree to cooperate to timely: a) evaluate available information, and b) conduct such additional investigations as required to confirm the nature and cause of the water quality concern.

(iii) Implementation of Remedy. The Parties agree to cooperate to identify and implement a timely and effective remedy to address the cause of any confirmed water quality concern.

(iv) In the event that the delivery of Potable Water by one Party to another causes the receiving Party to incur additional costs for testing, reporting, additional treatment, costs of compliance or fines or penalties, the Party whose water delivery caused the additional costs shall reimburse the other Party to the extent that such additional costs are documented and reasonable.

(e) Subject to Section 2.2(c), responsibility for maintaining the quantity and quality of water as it travels throughout the water supply systems of the Parties shall be as follows:

(i) CWC shall be responsible for ensuring that all water delivered pursuant to this Agreement meets the quality standards for Potable Water when it reaches Meter Pit A;

(ii) UConn shall be responsible for ensuring that all UConn-produced water subject to the terms of this Agreement meets the quality standards for Potable Water at the Production Points and at all points at which water leaves the UConn System to serve CWC off-campus customers; and

(iii) CWC shall be responsible for ensuring that all water delivered to any and all customers by or for the credit of CWC pursuant to this Agreement meets the quality standards for Potable Water when it is received by such customers. The Parties acknowledge and agree that the planned design to incorporate a portion of the UConn campus infrastructure into the distribution system to serve all customers as provided by this Agreement is of value to both UConn and CWC, and the Parties have accordingly so allocated water quality responsibilities hereunder.

SECTION 3. WATER RATES, CHARGES AND CUSTOMERS

3.1 UConn Water Rates and Charges

(a) Upon and after the Completion Date, UConn shall pay CWC for the Net Volume of all Potable Water received by UConn at a purchase price to be known as the "State Infrastructure Customer Rate" ("SICR") that shall be equal to sixty per cent (60%) of: (i) the Public Authority Commodity Charge Rate, and (ii) the Basic Service Charge based on the size of the meter at Meter Pit "A"; each as approved by PURA from time to time.

(b) UConn shall be subject to applicable PURA-approved surcharges or surcredits at the same percentage basis as other customers provided such surcharges or surcredits are applied to bills based on the SICR.

(c) UConn shall not be obligated to pay for water received at the Delivery Point prior to the Completion Date. CWC shall not be obligated to provide UConn with water prior to the Completion Date.

(d) UConn's written acceptance of CWC's written notice of completion of construction and testing of Capital Improvements shall not be unreasonably withheld or delayed.

(e) UConn shall not be obligated to pay for water received by other customers through the UConn water supply infrastructure except for UConn properties as identified on Exhibit 3.1(e).

(f) UConn shall pay the PURA-approved rates and surcharges as provided in this Agreement for only the Net Volume of Potable Water received by UConn. UConn shall not be subject to any form of "take or pay" charges.

(g) The SICR shall apply to: i) all current and future on-campus UConn facilities and UConn affiliates including the University of Connecticut Foundation, University of Connecticut Alumni Association and UConn facilities on the North Campus including the Technology Park, ii) those non-university on-campus customers that will remain customers of UConn except those non-university customers in the Technology Park that shall be billed at the rate charged to New Customers, and iii) those properties that are acquired by UConn after the date of this Agreement that can be served by UConn maintained and operated water system infrastructure. UConn shall timely amend and provide notice to CWC of changes to the list of those water customers entitled to the SICR under this section on Exhibit 3.1(g). Non-university facilities in the Technology Park shall be billed by UConn but charged the CWC rate applicable to New Customers, and UConn shall remit revenues from such facilities to CWC within 30 days of receipt.

(h) Upon UConn's request, and notwithstanding any condition precedent to connection which CWC is otherwise obligated by the Town of Mansfield to satisfy in the case of other non-UConn customers, CWC shall make Reasonable Efforts to connect and supply Potable Water to those off-campus UConn facilities acquired by UConn after the date of this Agreement that do not abut the UConn campus at the time of acquisition, provided, that: i) a water service connection to such facilities is consistent with the state plan of conservation and development prepared pursuant to C.G.S. §16a-24 *et seq.*, and ii) such connection conforms to PURA regulations for the extension of water mains and CWC's PURA approved Main Extension Agreement. Water supplied to such properties by CWC shall be subject to the CWC Public Authority rate and not the SICR.

(i) The Parties acknowledge that the hydraulic characteristics of the connected UConn and CWC water systems is expected to cause variations in the source of water supplied by either Party's system to meet daily water demands. CWC intends to monitor and adjust the water volume supplied to the Delivery Point in a manner estimated to meet the demand of on-campus and off-campus users as required by this Agreement. As noted in the example calculations in Exhibit 3.1(i), there may be occasions when the volume of water contributed by UConn exceeds the CWC-supplied water used by UConn, and in such instances the Parties shall

adjust the volume of water thereafter delivered by CWC to replenish the UConn-supplied water rather than require a cash payment from CWC to UConn.

3.2 Non-UConn Rates and Charges

(a) Except for those water users entitled to the SICR under Section 3.1(g), all Billed Customers receiving water supplied by UConn as of the Completion Date (“Existing Customers”) shall become direct customers of CWC and shall be charged by CWC at a rate equal to the water commodity charge and basic service charge, each reflected in gallons, as well as the fees and special charges, all as applied by UConn at that time (“Storrs Customer Rate”) as currently detailed in Exhibit 3.2(a)(1). Those customers currently supplied by UConn that will receive the Storrs Customer Rate pursuant to this section are identified on Exhibit 3.2(a)(2) and Exhibit 3.2(a)(2) will be amended by UConn to reflect required changes as of the Completion Date. The designation of an Existing Customer shall apply on a site-specific basis.

(b) After the Completion Date, the UConn Customer Rate shall be subject to adjustment by the same dollar amount change approved by PURA for similarly defined categories of customers.

(c) After the Completion Date, all Billed Customers that are not: i) Existing Customers, ii) UConn facilities as of the date of this Agreement, or iii) UConn facilities as noted in Section 3.1(g) hereof, shall be direct customers of CWC and shall be charged by CWC at a rate equal to applicable rates and charges in effect as approved by PURA for similarly defined categories of customers (“New Customers”).

3.3 Water Supply Planning and Information Sharing

(a) CWC agrees that neither this Agreement nor any action arising hereunder, including construction of Capital Improvements, other infrastructure development or assignment of water supply customers, shall constitute, or be used by CWC to support, the creation of an Exclusive Service Area assigned to CWC or any Person other than UConn, with respect to UConn’s North Campus, Main Campus, East Campus and Depot Campus, and contiguous property thereto acquired by UConn and served by the UConn System after the date of this Agreement as identified on Exhibit 3.3(a); or otherwise provide a basis for CWC to claim an exclusive obligation, right or privilege to provide Potable Water to property or uses of UConn except as provided in this Agreement. UConn shall timely amend and provide notice to CWC of changes to Exhibit 3.3(a).

(b) The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations information to facilitate required water supply planning efforts of the Parties, to update Exhibit 2.1 as appropriate to reflect changes in current or projected water demands, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party. The Parties agree to consult and cooperate with each other to ensure, to the extent reasonably possible, that the CTDPH does not impose duplicative margin of safety volume requirements in the water supply plans of the Parties.

(c) The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of the other Party's water supply plan, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics of either Party's system that may affect the operations that are the subject of this Agreement.

(d) UConn agrees to confer with CWC regarding future on-campus water distribution infrastructure modifications so that the Parties may identify off-campus needs in the town of Mansfield that may be addressed during such modifications in a manner acceptable to UConn in its absolute discretion, and to determine the appropriate sharing of the costs of such modifications.

(e) CWC agrees to timely provide UConn with water use data for all CWC customers in Mansfield for whom UConn provides sewer service. It is the intention of the Parties to maintain the confidentiality of such water use data as required by C.G.S. §16-262c(e), and the Parties agree to cooperate to comply with C.G.S. §16-262c(e) in response to a request for release of protected information.

(f) CWC shall provide UConn with an annual December notice that details the status of Supply Source Improvements and the schedule of measures to be taken by CWC during the following year to ensure that CWC will have a readily available supply of water required for CWC to meet UConn water supply needs taking into account the projected UConn water demand timeline and volumes presented in Exhibit 2.1.

(g) UConn shall provide CWC with an annual December notice that details any anticipated changes to the projected UConn water demand timeline and volumes presented in Exhibit 2.1. for the following year.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1 Representations, Warranties and Covenants of the Parties.

Each of the Parties represents and warrants as follows:

(a) Authorization; No Restrictions; Consents or Approvals. Such Party has full power and authority to enter into and perform this Agreement, and all action necessary to authorize the execution and delivery of this Agreement and the performance by such Party of its obligations hereunder has been taken. This Agreement has been duly executed by such Party and constitutes the legal, valid, binding and enforceable obligation of such Party, enforceable against such Party in accordance with its terms subject to bankruptcy laws affecting creditors' rights generally. The execution and delivery of this Agreement and the consummation by such Party of the transactions contemplated herein or hereby, do not: (i) conflict with or violate any of the terms of such Party's charter or by-laws or other constituent documents or governing instruments, or, to such Party's knowledge, any applicable Laws, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which such Party is bound or to which any

property of such Party is subject, or constitute a default thereunder, or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of any Licenses and Permits or other Governmental Approval to which such Party is a party or by which such Party may be bound, or result in the violation by such Party of any Laws to which such Party or any assets of such Party may be subject, except for any such conflict, violation, breach, default or acceleration which would not have a material adverse effect on the ability of the Party to fulfill its obligations under this Agreement or materially and adversely affect the consummation of the transactions contemplated herein.

(b) Technical Knowledge. Such Party has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, adequate capacity, technical knowledge and employees to fulfill its obligations under this Agreement.

(c) Title to Assets. Such Party has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, sufficient right, title and interest in and to its assets to be able to carry out its obligations under this Agreement. Such Party has not granted any liens, security interests and other encumbrances against its assets, and such assets have or will have as of the Completion Date and during the Term sufficient capacity for such Party to fulfill its obligations under this Agreement.

(d) Licenses and Permits. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in the revocation, cancellation, suspension, modification, or limitation of any of such Party's Licenses and Permits and will not give to any Person any right to revoke, cancel, suspend, modify, or limit any of such Party's Licenses and Permits. Renewal of each of such Party's Licenses and Permits has been or shall be timely applied for to the extent required under all Laws, and to the extent appropriate to protect renewal rights thereunder. To the best of such Party's knowledge, there is no fact or event which is likely to prevent the renewal of any of such Party's Licenses and Permits under existing Laws or which, with the passage of time or the giving of notice or both, is likely to constitute a violation of the terms of any of such Party's Licenses and Permits or of any applications or agreements made in connection therewith. No action or proceeding is pending or, to the best of such Party's knowledge threatened, which could result in the revocation, cancellation, suspension, modification, or limitation of any of such Party's Licenses and Permits.

(e) Compliance with Law. Such Party is presently in compliance with all applicable Laws with respect to matters relevant to the subject of this Agreement, and to the best of such Party's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has occurred or is occurring.

(f) Restrictions. Such Party will not use or permit any other Person to use its assets, or sell water to any other Person, where such use or sale would prohibit such Party from fulfilling its obligations, covenants and agreements pursuant to the terms of this Agreement. Such Party shall not take any action, or fail to take any action, where such action or failure to act could reasonably be expected to materially impair such Party's ability to fulfill its obligations, covenants, and agreements pursuant to the terms of this Agreement.

(g) Real Estate Interests. Such Party has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, and will maintain, protect and defend sufficient right, title and interest in all real estate, easements, rights of way and any other interests in real estate to enable such Party to fulfill its obligations, covenants and agreements pursuant to this Agreement.

(h) Pending Litigation. There are no actions, suits, claims, enforcement actions, or proceedings pending against such Party or any Person by reason of such Person being an official or officer of such Party, whether at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined, would have a material adverse effect on the business, financial position, or results of operations of such Party; nor is there outstanding any writ, order, decree, or injunction applicable to such Party that: (i) calls into question such Party's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (ii) would otherwise prevent or delay the transactions contemplated by this Agreement.

4.2 Representations, Warranties and Covenants of CWC. CWC represents and warrants that upon the receipt of required approvals from Governmental Authorities and construction of the Capital Improvements, it shall be ready, willing and able to provide UConn with the water supply service specified in this Agreement, provided that UConn has completed construction of the pipeline between Meter Pit A and the existing UConn System.

SECTION 5. INFRASTRUCTURE DEVELOPMENT

5.1 Construction by CWC. Except as otherwise specifically provided in this Agreement, all matters relating to the design, engineering, permitting, construction, start up, inspection and testing of the Capital Improvements and Supply Source Improvements, including but not limited to the hiring of contractors and engineers, shall be the sole responsibility, cost and expense of CWC. CWC agrees that all Capital Improvements and Supply Source Improvements shall be designed and constructed in compliance with (i) prudent industry practices and (ii) all applicable requirements of Governmental Authorities and Laws, including CTDPH "Guidelines for the Design and Operation of Public Water System Treatment, Works and Sources." CWC agrees that all Capital Improvements shall be designed and constructed in compliance with the environmental mitigation measures and best construction management practices outlined in the ROD.

5.2 Rights of Review and Approval. UConn shall have the right but no obligation to review and approve those aspects of the design, engineering, materials and construction plans and specifications proposed by CWC for the Capital Improvements that relate to the Project design, standards and conditions outlined in the ROD, provided that any such UConn review and approval shall not be unreasonably delayed or withheld, and provided further that UConn will timely advise CWC if UConn intends not to undertake such review and/or such approval process. CWC shall have the right but no obligation to review and provide comments regarding those aspects of the design, engineering, materials and construction plans and specifications proposed by UConn for Meter Pit A and the Campus Connection Spur as they relate to: i) prudent industry practices and, ii) all applicable requirements of Governmental Authorities and Laws, including CTDPH "Guidelines for the Design and Operation of Public Water System Treatment, Works

and Sources,” provided that any such CWC review and comments shall not be unreasonably delayed or withheld, and provided further that CWC will timely advise UConn if CWC intends not to undertake such review and/or such comment process.

5.3 CWC Contractors and Engineers. CWC shall have responsibility and discretion in the selection of contractors and engineers for the design and construction of the Capital Improvements and Supply Source Improvements provided, however, that CWC shall (i) require any contractors or engineers hired by CWC for such project to agree that the work done and the workmanship, materials and equipment used in the construction of the Capital Improvements and Supply Source Improvements shall be free from defects and shall be constructed in accordance with the plans and specifications for the Capital Improvements and Supply Source Improvements; (ii) require that any such contractors or engineers test the Capital Improvements and Supply Source Improvements for adequacy and proper performance in accordance with such plans and specifications and (iii) require any contractors or engineers to provide CWC with standard certificates of insurance as requested by CWC.

5.4 Construction by UConn. Except as otherwise specifically provided in this Agreement, all matters relating to the design, engineering, permitting, construction, start up, inspection and testing of the Meter Pit A and Campus Connection Spur, including but not limited to the hiring of contractors and engineers, shall be the sole responsibility, cost and expense of UConn. UConn agrees that Meter Pit A and Campus Connection Spur shall be designed and constructed in compliance with (i) prudent industry practices, (ii) the environmental mitigation measures and best construction management practices outlined in the ROD, and (iii) all applicable requirements of Governmental Authorities and Laws, including CTDPH “Guidelines for the Design and Operation of Public Water System Treatment, Works and Sources.”

5.5 Infrastructure Development Costs. CWC shall be solely responsible for all fees, costs and expenses related to the performance of its Capital Improvements and Supply Source Improvements obligations under the terms of this Agreement. UConn shall be solely responsible for all fees, costs and expenses related to the performance of its Meter Pit A and Campus Connection Spur obligations under the terms of this Agreement except for the cost of the water meter that will be provided by CWC for Meter Pit A as required by applicable regulations. UConn shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of CWC Capital Improvements and Supply Source Improvements obligations under this Section 5. CWC shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of UConn Meter Pit A and Campus Connection Spur obligations under this Section 5.

5.6 Easements and Rights of Way. CWC shall be solely responsible, at its cost and expense, for obtaining and maintaining all easements, rights-of-way or other access and entry authorizations required for CWC to perform its Capital Improvements and Supply Source Improvements obligations under this Agreement. UConn shall grant CWC at no cost such easements as are reasonably necessary for CWC to perform its obligations to serve its customers under this Agreement at locations accessed through land owned by UConn.

5.7 Construction Activities, Status, Review and Meetings. UConn shall have the right but no obligation to observe and inspect all construction, start up, inspection and testing activities

related to the Capital Improvements and Supply Source Improvements at any reasonable time to confirm CWC's compliance with this Agreement. The Parties agree to establish a mutually acceptable schedule no less frequently than monthly for CWC to present progress reports to UConn. CWC shall reasonably address any good faith comments or concerns presented orally by UConn in the course of UConn observation periods, inspections, and progress report meetings, or in writing from UConn to CWC at any time.

5.8 Infrastructure Expansion.

(a) In the event that CWC proposes to expand the water supply infrastructure to connect with customers or CWC systems outside of the town of Mansfield by means of a connection located downstream of the Delivery Point, such expansion shall be subject to approval by UConn as provided in this Section 5.8.

(b) CWC shall provide UConn with reasonable notice of a proposal to expand the water supply infrastructure to serve customers outside of Mansfield, and provide UConn with sufficient details including the area of proposed service, projected water supply demand, anticipated construction methods, proposed design and specification requirements and construction scheduling including details for any construction proposed for the UConn campus, all as reasonably necessary for UConn to evaluate the proposal.

(c) The Parties: i) shall confer and identify those costs, expenses and operational requirements that may arise with respect to the UConn infrastructure or UConn water uses, ii) shall, at UConn's election, and CWC's sole cost and expense, perform a hydraulic analysis of the requirements of the proposal and impacts to the UConn System, iii) may choose to conduct a cost of service study for the proposed use of the UConn infrastructure (using American Water Works Association or similar generally accepted industry practices for such studies), iv) shall evaluate the potential impact of such extension to UConn with respect to the accounting and responsibility for nonrevenue water in the proposed expanded water supply infrastructure area, and v) shall negotiate in good faith the CWC financial responsibility and operational procedures related to construction and operation of such expansion of infrastructure.

(d) All costs and expenses of design, engineering, permitting and other requirements of Law, construction, and testing of the infrastructure modifications shall be at CWC's sole cost and expense (including CWC's legal fees and costs).

(e) Any proposed expansion of the water supply infrastructure shall: i) be undertaken by CWC in compliance with all Laws, including CEPA if applicable, and ii) shall include best management practices for the minimization of non-revenue water.

(f) UConn's participation, consideration and approval of a proposal to extend the water supply infrastructure shall not be unreasonable withheld or delayed.

(g) In the event that UConn does not approve the extension and the potential customer seeks relief from PURA under C.G.S. §16-20, CWC shall provide timely notice of initiation of such PURA proceeding to the Connecticut Office of Policy and Management,

UConn and the Town of Mansfield. CWC shall not construct the extension unless PURA so orders or directs.

SECTION 6. WATER SUPPLY INFRASTRUCTURE OWNERSHIP AND MANAGEMENT

6.1 Transfer of Ownership. The Parties agree that title to off-campus water supply infrastructure presently owned by UConn shall be transferred to and accepted by CWC within thirty days of the date upon which it is fully depreciated by UConn using a sixty year depreciation schedule as set forth on the attached Exhibit 6.1, or shall transfer upon the date of its replacement by CWC, whichever first occurs. Title to off-campus water supply infrastructure owned by UConn that is fully depreciated on or before the Completion Date shall be transferred to CWC within 30 days of the Completion Date.

6.2 License to CWC. UConn shall provide to CWC on the Completion Date an irrevocable license authorizing CWC to use, maintain, repair and replace off-campus water supply infrastructure owned by UConn as required to serve UConn, Existing Customers and New Customers.

6.3 Infrastructure Maintenance. As of the Completion Date and thereafter, CWC shall have responsibility at its sole cost and expense to maintain, repair and replace off-campus water supply infrastructure owned by UConn, in addition to CWC water supply infrastructure, including any UConn infrastructure that has been replaced by CWC. UConn shall have responsibility at its sole cost and expense to maintain, repair and replace on-campus water supply infrastructure, except as otherwise provided in this Agreement with respect to CWC contributions to future improvements of on-campus water supply infrastructure.

6.4 Property Taxes. CWC shall be solely liable for real property, personal property or any other tax with respect to the Capital Improvements and Supply System Improvements constructed by CWC, in addition to those elements of existing UConn water supply infrastructure upon and after the date that title to such UConn water supply infrastructure passes to CWC under the terms of this Agreement.

SECTION 7. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION PROCEDURES

7.1 Insurance. CWC shall carry and maintain at all times during the term of this Agreement, at its sole cost and expense, such insurance as CWC and UConn reasonably agree to be satisfactory to protect both CWC and UConn adequately against any and all loss, damage or liability arising out of or in connection with the transactions contemplated by this Agreement and the development of water supply infrastructure and operation and maintenance of the water supply system. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be reasonably satisfactory to CWC and UConn, including the following specific provisions: i) Comprehensive General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with a combined limit of at least \$1,000,000, and, ii) Umbrella Liability with a limit of \$5,000,000 over primary limits for Employer Liability, General Liability and

Automobile Liability. A certificate of insurance reflecting the coverage required herein shall be provided to UConn to confirm the coverage, maintenance and extension of insurance required by this Agreement including a thirty day prior notice of cancellation provision.

7.2 Indemnification. CWC shall indemnify, defend and hold UConn, its trustees, officers, employees and agents harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damage of third parties that may arise out of or are in any manner connected with the performance of this Agreement by CWC except to the extent that such injury or damage may be attributable to the negligence or willful action of UConn.

7.3 Informal Resolution of Disputes. The Parties agree that if a dispute arises between the Parties relating to the rights, duties, or obligations arising out of this Agreement, then the Parties shall first meet informally in a good faith effort to negotiate a resolution of the dispute. If the Parties do not resolve a dispute in the informal process described herein, then either Party may propose, and the other Party shall agree, to undertake good faith efforts to settle the dispute by the then current non-administered Mediation Rules of the American Arbitration Association. Nothing in this provision of the Agreement shall affect the participation or intervention rights of UConn under Section 8.2 of this Agreement.

7.4 Claims Procedure. CWC agrees that except as provided in Section 7.3, the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and CWC further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

SECTION 8. WATER SUPPLY SOURCE AND PERMITTING

8.1 Water Supply Source. The Parties agree that the source of supply to be used by CWC to fulfill the obligations of this Agreement shall be Shenipsit Lake, it being the intention of the Parties to ensure that CEPA documentation prepared by UConn in support of the Project accurately reflects the water supply source impacts evaluated for the Project. Any change of the supply source identified in the ROD in the application to secure a Diversion Permit for the Project, including modification or renewal thereof, shall be subject to the mutual agreement of the Parties and all applicable requirements of Law.

8.2 Regulatory Permits and Approvals.

(a) Except as otherwise set forth in this Section 8.2, CWC shall be solely responsible for securing all Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to construct or operate infrastructure or equipment to supply and deliver Potable Water to the Delivery Point or otherwise necessary for CWC to perform its obligations under this Agreement including PURA approval of water rates as set forth in this Agreement.

(b) The Parties shall timely confer and mutually determine the appropriate Party or Parties to act as applicants or permittees for the Diversion Permit, other Licenses and Permits and other Governmental Approvals, including modifications or renewals thereof, as necessary or appropriate to fulfill the obligations and purposes of this Agreement.

(c) The Parties agree to cooperate and use Reasonable Efforts to secure the Diversion Permit, other Licenses and Permits and other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to fulfill the obligations and purposes of this Agreement.

(d) UConn shall have a right, but not an obligation, to review and approve of all application materials, reports, testimony or documentation to be submitted by CWC in support of any application for the Diversion Permit, other Licenses and Permits and other Governmental Approvals, or modifications or renewals thereof, necessary or appropriate to fulfill the obligations or purposes of this Agreement, and any declaratory action initiated or defended by CWC before a state agency or any court proceeding initiated or defended by CWC related to the subject of this Agreement. UConn shall not unreasonably withhold or delay its review and approval under this provision of the Agreement, and UConn shall timely advise CWC if it intends not to undertake such review.

(e) UConn shall have a right, but not an obligation except upon its being a necessary party under the requirements of applicable Law, to participate as a co-applicant or become a co-permittee with CWC in any application for or receipt of the Diversion Permit, Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to fulfill the obligations or purposes of this Agreement, and any declaratory action initiated or defended by CWC before a state agency or any court proceeding initiated or defended by CWC related to the subject of this Agreement. Independent of its right to act as a co-applicant, and subject to the requirements of applicable Law, UConn shall have a right to intervene in any application by CWC for the Diversion Permit, Licenses and Permits, and Governmental Approvals necessary or appropriate to fulfill the obligations or purposes of this Agreement, and any declaratory action initiated or defended by CWC before a state agency or any court proceeding initiated or defended by CWC related to the subject of this Agreement.

(f) CWC shall be solely responsible for legal, engineering, and consulting and expert witness costs, administrative fees and other expenses arising in connection with CWC efforts to secure the Diversion Permit, Licenses and Permits or Governmental Approvals, including modifications or renewals thereof, and all other state agency proceedings and court proceedings related to the matters that are the subject of this Agreement or CWC's efforts to perform its obligations under this Agreement. UConn shall have no responsibilities or cost obligations in connection with such efforts, proceedings or matters except for UConn's own legal and other professional costs and expenses.

(g) Notwithstanding the identification of UConn as a co-applicant or co-permittee in Diversion Permit, Licenses and Permits or other Governmental Approvals, CWC (i) shall be solely responsible for compliance with such permit, license or approval at its sole cost and expense, (ii) shall have sole liability for all costs, expenses (including legal fees and costs), fines,

penalties, and costs of compliance related to a remedy for any violation of such permit, license or approval or enforcement action by Governmental Authorities with respect thereto, and (iii) shall indemnify and hold harmless UConn with respect to all liabilities arising from UConn's position as a co-applicant or co-permittee except as such compliance, liability or indemnification relates to any obligations to comply with conditions of permits that are specifically required of UConn. UConn (i) shall be solely responsible for compliance with the water diversion registrations held by UConn pursuant to C.G.S. §22a-368 and the Water Diversion Policy Act, and operation of the UConn System, except as otherwise provided in this Agreement, at its sole cost and expense, and (ii) shall have sole liability for all costs, expenses (including legal fees and costs), fines, penalties, and costs of compliance related to a remedy for any violation of such registrations or enforcement action by Governmental Authorities with respect thereto. Each Party agrees to make all reasonable efforts to provide the other Party with notice upon receipt or within two business days of receipt of any notice of violation, order, judicial enforcement action or compliance inquiry from a Governmental Authority, or any third party notice of claim, notice of violation or litigation concerning water supply infrastructure, sources of water supply or operations related to the water systems that are the subject of this Agreement.

SECTION 9. SYSTEM OPERATIONS AND MANAGEMENT

9.1 Connection Restrictions. CWC shall not permit customer connections to the Capital Improvements that would violate any connection restriction set forth in the ROD except as ordered or directed by PURA pursuant to C.G.S. §16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town of Mansfield.

9.2 UConn Well System Operations. CWC agrees that UConn shall retain the absolute right to operate a water supply well system that may divert water up to the withdrawal volumes currently authorized by UConn water diversion registrations filed with the CTDEEP. UConn shall continue to operate such water diversions in a manner consistent with its diversion registrations, subject to conditions or requirements that may be imposed by CTDEEP or CTDPH, unless UConn requests an increase in water supplied by CWC and CWC agrees to provide additional water. Subject to the obligations of CWC under this Agreement, UConn shall continue to operate the UConn System in compliance with Law. Nothing in this Agreement or otherwise shall modify or infringe upon UConn's ability to maintain existing measures or establish new measures to conserve or reuse water to meet UConn supply requirements and conservation objectives.

9.3 [Intentionally Omitted.]

9.4 Billing.

(a) CWC billing procedures shall conform to the CWC Regulations, as approved by PURA, except as otherwise specified by this Agreement.

(b) The Customer as defined by CWC Regulations shall mean the Billing Customer as specified by this Agreement.

(c) Lost and unaccounted for water (“non-revenue water”) shall be billed in accordance with the terms of this Agreement.

9.5 Freedom of Information Act Requirements. CWC agrees to cooperate with UConn as reasonably required for UConn to comply with applicable standards and procedures of the Freedom of Information Act with respect to UConn information that may be created or maintained under the terms of this Agreement that may constitute a “record” as defined by FOIA. CWC and UConn agree that CWC is not a Public Agency, as defined by FOIA, and nothing in this Agreement is intended to cause CWC to function as a Public Agency.

9.6 Other CWC Obligations and Related Matters. CWC shall not allow its performance under the terms and conditions of this Agreement, or UConn’s exercise of its rights under this Agreement, to be subject to the control, prior-review or approval of any Persons not a party to this Agreement except as specifically required by statute or regulations of the State of Connecticut. Nothing in this Agreement shall limit the ability of UConn to accept an invitation to participate in a water advisory committee or similar group established by CWC and the town of Mansfield or other Persons with respect to water management activities in a geographic area affecting UConn property or interests.

9.7 Operational Coordination, Notices, and Emergency Procedures. The Parties shall cooperate to timely prepare, and revise and amend as appropriate, a document that details practices and procedures to be used by the Parties to implement the operations that are the subject of this Agreement including communications practices (including Force Majeure communications), emergency procedures, effective operational notice methods between the Parties or to others, water quality assurance practices, mutual assistance practices and other practices or procedures as the Parties may determine to be of mutual value or reasonable necessity.

SECTION 10. TAXES. CWC shall pay any and all taxes, federal, state, or local, in the nature of income, sales, use, transfer gains, conveyance, recordings, ad valorem, stamp, transfer and any similar tax, fee or duty required to be paid in respect of CWC’s performance, or the transfer of UConn infrastructure to CWC, under this Agreement.

SECTION 11. TERM, TERMINATION MATTERS AND MILESTONE DATES

11.1 Term of Agreement and Termination Matters.

(a) The initial term of this Agreement (the “Initial Term”) shall be for the period commencing on the date hereof and continuing for at least forty-seven years (reflecting the current UCONN water supply planning period) unless otherwise terminated or extended pursuant to this Agreement.

(b) The Initial Term and extensions thereof are subject to earlier termination upon the event of a failure to secure and maintain in full force and effect all those Governmental Approvals required by Law to fulfill the purposes and requirements of this Agreement including:

i) the Diversion Permit and, ii) Sale of Excess Water Permit, if, upon inquiry of the Parties, CTDPH indicates that such permit is required for the Project.

(c) The Parties acknowledge that it is the intent of the Parties, subject to applicable Law, including the renewal or extension of Governmental Approvals required by Law to fulfill the purposes and requirements of this Agreement, that the Term of this Agreement should be renewed in seven year renewal periods after the Initial Term (such Initial Term and subsequent renewals or extensions being referred to herein as the “Term”).

11.2 Termination and Infrastructure Matters. In recognition that elements of the CWC and UConn water infrastructure will be fully integrated and will serve both UConn and off-campus customers in the town of Mansfield, any termination of this Agreement by UConn, other than as a result of the lack of a required Governmental Authorization that is the obligation of CWC to secure and maintain, shall only terminate UConn’s access to and purchase of Potable Water from CWC. Upon such termination by UConn, title to any off-campus infrastructure then owned by UConn that has not been fully depreciated and is reasonably necessary for CWC to serve off-campus customers in the town of Mansfield shall be transferred to CWC upon payment to UConn of the undepreciated book value of such assets. Furthermore, upon such termination by UConn, CWC shall be allowed to continue to use the elements of on-campus water distribution infrastructure then in use by CWC and reasonably necessary for CWC to continue to transfer Potable Water to meet the needs of customers in the town of Mansfield or such additional customers as may be authorized by UConn pursuant to this Agreement, provided that CWC shall pay UConn a negotiated share of the costs of operation, maintenance, repair and replacement costs of such UConn water infrastructure.

11.3 Milestone Dates

(a) CWC shall perform its obligations in conformance with the following schedule:

(i) No later than February 15, 2014, CWC shall deliver to UConn the drafts of all applications and supporting information required to secure the Diversion Permit for the Project including such information relating to Construction Improvements and Supply Source Improvements as may be required by CTDEEP for the Diversion Permit application.

(ii) No later than 30 days after UConn has completed its review, CWC shall file complete applications, fees and supporting information with the CTDEEP for the Diversion Permit for the Project provided that if UConn is to be a co-applicant UConn has executed application documents as required by CTDEEP regulations.

(iii) No later than September 1, 2014, CWC shall deliver to UConn the preliminary engineering design plans for the Capital Improvements.

(iv) No later than January 1, 2015, CWC shall deliver to UConn the drafts of all applications and supporting information required to secure Licenses and Permits and other Governmental Approvals for the Capital Improvements.

(v) No later than 18 months after receipt of required Licenses and Permits and other Governmental Approvals, CWC shall: i) achieve Substantial Completion of the Capital Improvements, and ii) provide UConn with CWC's punch list of remaining tasks to complete the construction and testing tasks for the Capital Improvements ("C&I Tasks") including an implementation schedule for the C&I Tasks.

(vi) No later than 60 days following Substantial Completion of construction CWC shall complete construction and testing of Capital Improvements. UConn shall deem this to be the project Completion Date unless UConn identifies within 60 days that there are items that are not completed in accordance with the terms of this Agreement or the terms of any Licenses or Permits.

(vii) No later than November 1, 2014, CWC shall file complete applications, fees and supporting information to CTDPH for a Sale of Excess Water Permit, if CTDPH has indicated that such a permit is required for the Project.

(viii) No later than June 1, 2014, CWC shall provide UConn with the schedule for planned improvements and capital investments for the construction of the expanded treatment capacity for its Western System that will be available to meet the projected water supply needs identified in the CWC Water Supply Plan, including those of UConn outlined in Exhibit 2.1.

(ix) To the extent consistent with annual forecasted usage data provided by UConn to ensure updated demand projections, CWC shall complete construction and testing of all Supply Source Improvements no later than six months before the date that the total volume of water required to meet the average daily demand of UConn and other customers in Mansfield is estimated by CWC to meet or exceed one million gallons per day.

(b) Each of the Parties shall perform any review they elect to conduct with respect to the other Party's proposed designs, plans, specifications, applications for the Diversion Permit, Licenses and Permits and other Governmental Approvals, as applicable, in a commercially reasonable and timely manner.

(c) UConn shall perform its obligations in conformance with the following schedule:

(i) No later than September 1, 2014, UConn shall deliver to CWC preliminary engineering and design plans for Meter Pit A and the Campus Connection Spur;

(ii) No later than 18 months after CWC's receipt of required Licenses and Permits and other Governmental Approvals as noted above, UConn shall: 1) achieve Substantial Completion of Meter Pit A and the Campus Connection Spur, and 2) provide CWC with UConn's punch list of remaining tasks to complete the construction and

testing tasks for Meter Pit A and the Campus Connection Spur (“MP/CCI Tasks”) including an implementation schedule for the MP/CCI Tasks; and

(iii) No later than sixty days following the date of 11.3(c)(ii), above, UConn shall complete construction and testing of Meter Pit A and the Campus Connection Spur.

(d) A Milestone Date shall be extended by a period of time equal to the pendency of any administrative or judicial appeal, or action for or order of injunction, concerning the task to be performed by such Milestone Date. Subsequent Milestone Dates shall be extended, as reasonably necessary, to reflect the period of delay related to such appeals or injunctions, taking into account the ability of the Parties to reasonably continue their efforts towards completing subsequent tasks during the pendency of any such appeals, actions or injunctions. Milestone Dates shall also be extended based on the mutual agreement of the Parties in recognition of one or more factors that were not reasonably foreseeable as of the effective date of this Agreement.

SECTION 12. NON-DISCRIMINATION AND POLITICAL CONTRIBUTIONS

12.1 State Contract Non-Discrimination Requirements.

(a) For purposes of this Section, the following terms are defined as follows:

(i) “Commission” means the Commission on Human Rights and Opportunities;

(ii) “agreement” or “contract” includes any extension or modification of the agreement or contract;

(iii) “CWC” includes any successors or assigns of CWC;

(iv) “gender identity or expression” means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

(v) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; and

(vi) “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders.

For purposes of this Section, the terms “agreement” or “contract” do not include an agreement or contract where each party is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any

other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) CWC agrees and warrants that in the performance of this Agreement CWC will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by CWC that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and CWC further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by CWC that such disability prevents performance of the work involved; (2) CWC agrees, in all solicitations or advertisements for employees placed by or on behalf of CWC, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) CWC agrees to provide each labor union or representative of workers with which CWC has a collective bargaining agreement or other agreement or understanding and each vendor with which CWC has an agreement, contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of CWC's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) CWC agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (5) CWC agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CWC as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(c) CWC shall include the provisions of subsection (b) of this Section in every sub-contract or purchase order entered into in order to fulfill any obligation of an agreement with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. CWC shall take such action with respect to any such sub-contract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if CWC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, CWC may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(d) CWC agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

(e) (1) CWC agrees and warrants that in the performance of the Agreement CWC will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) CWC agrees to provide each labor union or representative of workers with which CWC has a collective bargaining Agreement or other contract or understanding and each vendor with which CWC has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of CWC's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) CWC agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) CWC agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CWC which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(f) CWC shall include the provisions of the foregoing paragraph in every sub-contract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. CWC shall take such action with respect to any such sub-contract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if CWC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, CWC may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

12.2 Political Contributions. This Agreement is subject to the requirements of C.G.S. §9-612 and CWC shall comply with C.G.S. §9-612 including those restrictions prohibiting state contractors, and principals of a state contractor from making a contribution to: (i) an exploratory committee or a candidate committees established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contribution or expenditures to or for the benefit of such candidates, or (iii) a party committee. CWC agrees that it shall not knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of: (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

CWC shall advise all those employees, officers or directors of CWC who given their position and this Agreement are "principles of a state contractor", as defined in C.G.S. §9-612, of the requirements applicable to them pursuant to C.G.S. §9-612.

12.3 State Contract Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, which orders are hereby incorporated herein by reference.

SECTION 13. FORCE MAJEURE EVENT AND SPECIAL NOTICE

13.1 Force Majeure Event. If any Party is prevented from performing any of its obligations hereunder, for reasons beyond its reasonable control, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; water main breaks; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning or periodic flushing or cleaning wells, pipelines, transmission lines and other equipment; or the legal requirement or order of any Governmental Authority; provided, however, that any Party subject to the legal requirement or order of any Governmental Authority shall use Reasonable Efforts to defend and take all appeals in opposition to such actions (each of the foregoing, a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performing party shall exercise all Reasonable Efforts to eliminate the Force Majeure Event and to resume performance of its obligations as soon as practicable.

13.2 Special Notice. Upon the occurrence of a Force Majeure Event, the Party prevented from performing its obligations hereunder shall contact the other Party by telephone as soon as practicable with information available at that time so that the Parties may identify timely and mutually acceptable measures that may be taken to mitigate the effects of the Force Majeure Event. For purposes of this section, the Parties will provide telephone contact information to each other and ensure that such information is kept current and maintained in the documentation referenced in Section 9.7 hereof. Any further notices of a less time-sensitive nature shall be delivered as provided by Section 14.1 hereof.

SECTION 14. GENERAL PROVISIONS

14.1 Notice. Except as provided in Section 5.6 and Section 13.2, any notice, report, demand, waiver, consent or other communication given by a Party under this Agreement (each a "notice") shall be in writing, may be given by a Party or its legal counsel, and shall be deemed to be duly given: (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party to whom directed at that Party's address as it appears below or another address of which that Party has given notice, or (iv) when delivered by facsimile

transmission if a copy thereof is also delivered in person or by overnight courier within two days of such facsimile transmission. Notices of address change shall be effective only upon compliance with the provisions of the foregoing sentence.

Notice to UCONN shall be sufficient if given to:

University of Connecticut
Gulley Hall, Storrs Campus
352 Mansfield Rd.
Storrs, CT 06269
Attn: Executive Vice President & Chief Financial Officer

Notice to CWC shall be sufficient if given to:

Connecticut Water Company
93 West Main Street
Clinton, CT 06413
Attn: President

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

14.2 Entire Agreement. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

14.3 Amendment and Modification. No amendment or modification of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

14.4 Waiver. Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

14.5 Governing Law. This Agreement and matters arising out of or related to this Agreement (including tort claims) shall be construed in accordance with and governed by the laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

14.6 Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof,

and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been contained herein.

14.7 Relationship between the Parties. Neither of the Parties and none of the agents, employees, representatives, or independent contractors of either Party shall (i) be considered an agent, employee or representative of the other Party for any purpose whatsoever; (ii) have any authority to make any agreement or commitment for the other Party or to incur any liability or obligation in the other Party's name or on its behalf; or (iii) represent to any other Person that it has any right so to bind the other Party hereto. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the Parties.

14.8 Parties in Interest. Except as specifically contemplated hereby, nothing in this Agreement is intended to confer any benefits, rights or remedies on any Persons other than the Parties. This Agreement shall not be construed to relieve or discharge any obligations or liabilities of third persons, nor shall it be construed to give third persons any right of subrogation or action over or against any Party. Nothing in this Agreement creates an obligation or liability of UConn to supply or deliver water to third parties.

14.9 Assignment; Successors and Assigns. This Agreement may not be assigned by CWC without the prior written consent of UConn. This Agreement shall not inure to the benefit of any CWC successor without the prior written consent of UConn.

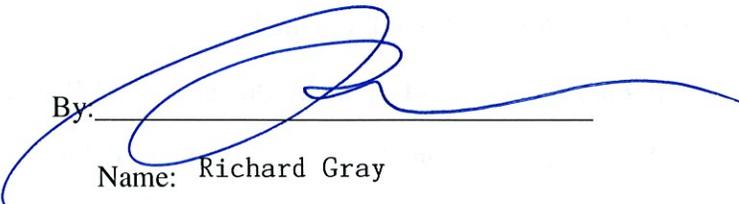
14.10 Interpretation. For purposes of interpretation of this Agreement, the Parties agree that neither party shall be deemed to have been the drafter of the Agreement. The Parties further acknowledge that this Agreement has been arrived at through negotiation, and that each Party has been represented by legal counsel and has had a full and fair opportunity to revise the terms of this Agreement.

14.11 Miscellaneous. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic mail attachment shall be as effective as delivery of a manually signed counterpart of this Agreement. The term "including" is by way of example and not limitation.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS of the foregoing, the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

THE UNIVERSITY OF CONNECTICUT

By: 

Name: Richard Gray

Title: Executive Vice President for
Administration & Chief Financial Officer

CONNECTICUT WATER COMPANY

By: 

Name: Eric W. Thornburg

Title: President & CEO

List of Exhibits

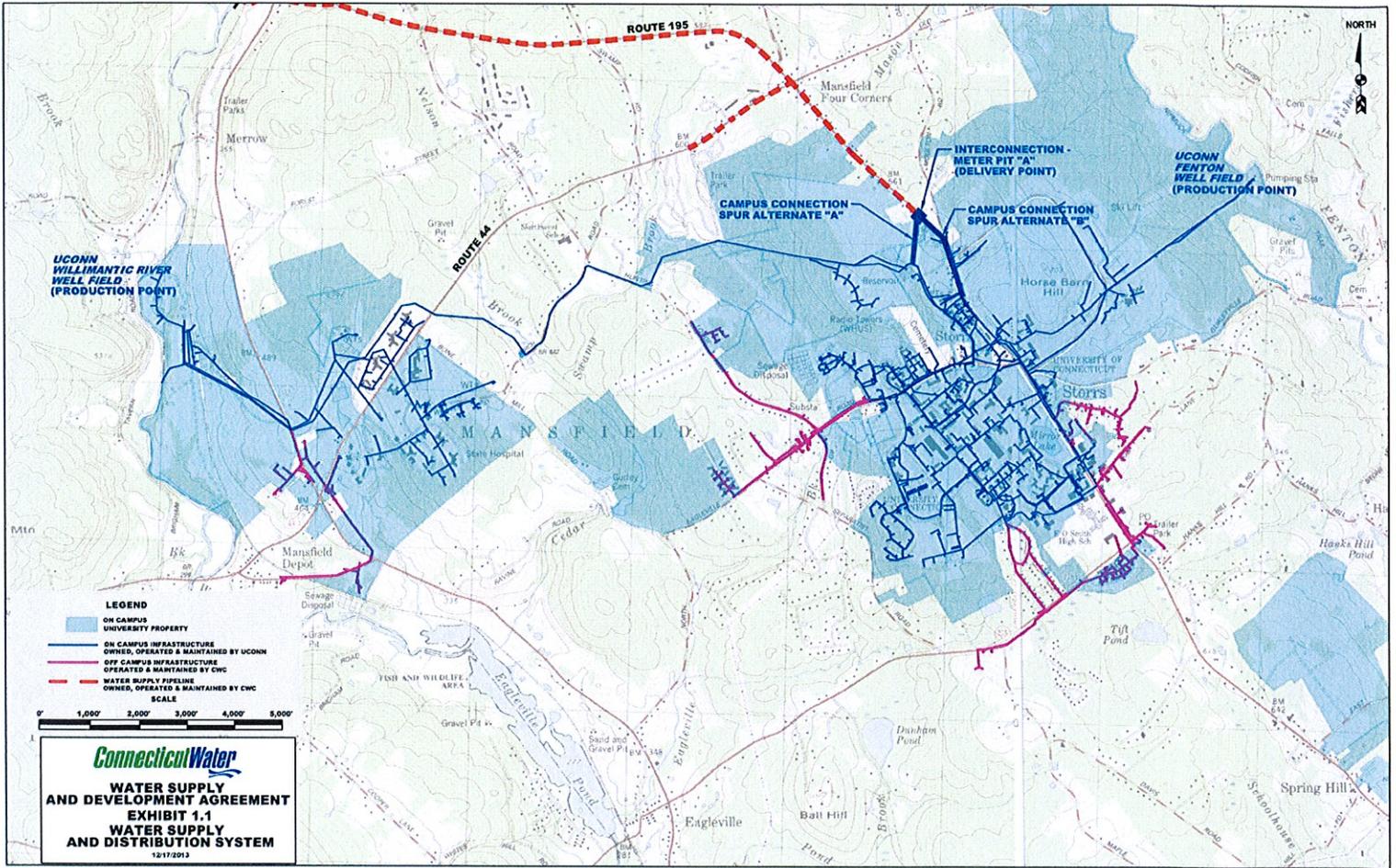
Exhibit A	Project Infrastructure Plan
Exhibit 2.1	Project Water Demand Projections
Exhibit 3.1(e)	UConn Properties
Exhibit 3.1(g)	Non-University On-campus SICR Water Users
Exhibit 3.1(i)	Example Calculation of Net Volume
Exhibit 3.2(a)	Existing Customers
Exhibit 3.3(a)	UConn Service Area Properties
Exhibit 6.1	UConn Off-Campus Infrastructure Depreciation Schedule

Exhibit A

Project Infrastructure Plan

Exhibit A.1.1: Water Supply and Distribution System (12/17/2013)

Exhibit A.1.2: Capital Improvements (12/17/2013)

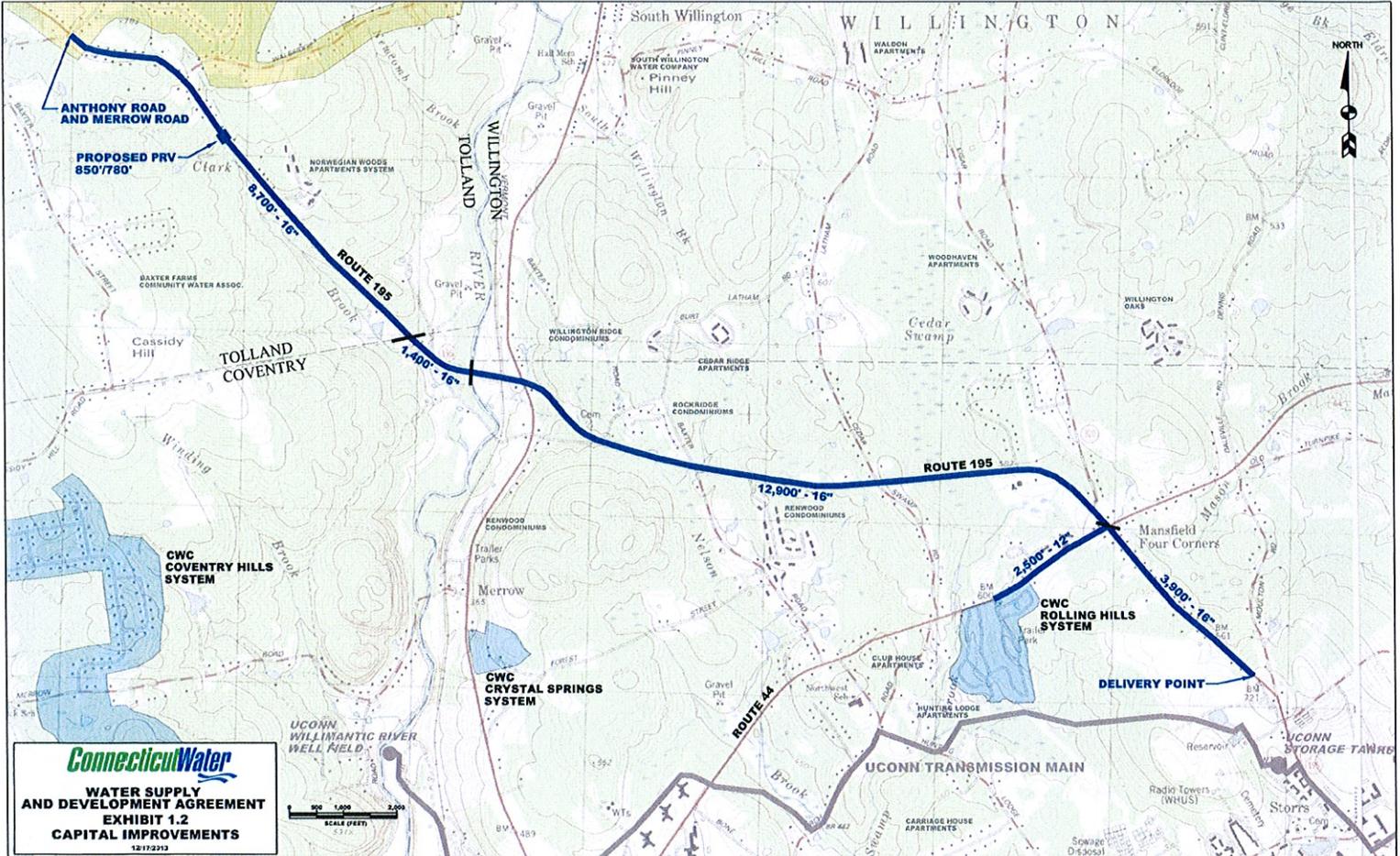


LEGEND

- ON CAMPUS UNIVERSITY PROPERTY
- ON CAMPUS INFRASTRUCTURE OWNED, OPERATED & MAINTAINED BY UCONN
- OFF CAMPUS INFRASTRUCTURE OWNED & MAINTAINED BY CWC
- WATER SUPPLY PIPELINE OWNED, OPERATED & MAINTAINED BY CWC

SCALE
 0 1,000' 2,000' 3,000' 4,000' 5,000'

Connecticut Water
 WATER SUPPLY AND DEVELOPMENT AGREEMENT
 EXHIBIT 1.1
 WATER SUPPLY AND DISTRIBUTION SYSTEM
 12/17/2013



ConnecticutWater

WATER SUPPLY AND DEVELOPMENT AGREEMENT
EXHIBIT 1.2
CAPITAL IMPROVEMENTS

12/17/2013

Exhibit 2.1

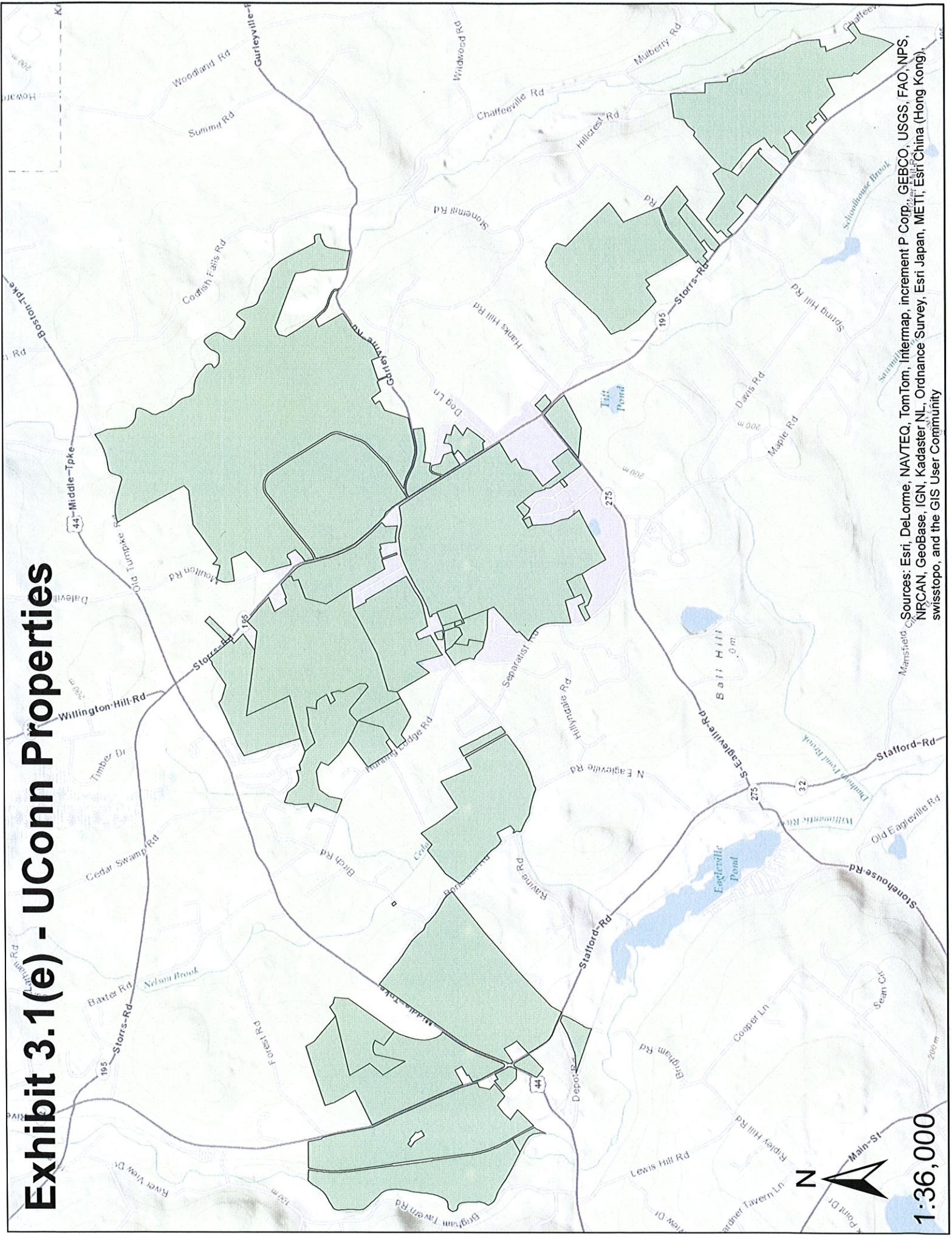
Project Water Demand Projections

Exhibit 2.1
 Project Water Demand Projections

	Additional Average Day Demand				
	Tech Park	Off-Campus	NextGen	Margin of Safety	TOTAL
2015	0	0	24,125	0	0
2030	126,480	242,000	138,500	369,953	876,933
2045	333,900	369,000	138,500	420,116	1,261,516
2060	333,900	453,500	138,500	459,385	1,385,285
	Additional Peak Day Demand				
2015	0	0	43,425	420,691	464,116
2030	168,219	321,860	239,700	808,965	1,538,744
2045	444,087	490,770	239,700	875,682	2,050,239
2060	444,087	603,155	239,700	914,041	2,200,983

Exhibit 3.1(e)
UConn Properties

Exhibit 3.1(e) - UConn Properties



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, and the GIS User Community

1:36,000

Exhibit 3.1(g)

Non-University On-Campus SICR Water Customers

EXHIBIT 3-1(g)**Non-University On-Campus SICR Water Customers (2013)**

Customer Name	Street Number	Street Name
Uconn Alumni Association	2348	Alumni Drive
Uconn Foundation	2390	Alumni Drive
Nathan Hale Inn	855	Bolton Road
Uconn Department of Residential Life	41	Horsbarn Hill Rd
Uconn Department of Residential Life	42	Horsbarn Hill Rd
Uconn Department of Residential Life	43	Horsbarn Hill Rd
CT Dept of Corrections Bergin Correctional Institution	251	Middle Tnpg
TRI- County ARC Inc	290	Middle Tnpg
Islamic Center of the University of Connecticut	28	N Eagleville Rd
St. Marks Episcopal Church	42	N Eagleville Rd
St Thomas Aquinas	46	N Eagleville Rd
Hillel	54	N Eagleville Rd
Private Residence	64	Spring Manor Ln
Private Residence	66	Spring Manor Ln
Uconn Department of Residential Life	86	Spring Manor Ln
Uconn Department of Residential Life	104	Spring Manor Ln
AT&T Services Inc	1298	Storrs Road
Uconn Dept of Student Activites - Depot Campus athletic field		Weaver Road

Exhibit 3.1(i)

Example Calculation of Net Volume

Exhibit 3.1(i) Example Calculation of Net Volume

Example #1 – CWC net usage is less than what is delivered:

(1) Water delivered at CWC Production Point	500,000 gallons		
(2) Total Volume of Water Received by CWC			
a) Metered off campus usage	100,000		
b) 10% adjustment for CWC nonrevenue water	10,000		
c) Amount sold to private entities at Tech Park	<u>50,000</u>		
	<u>-160,000 gallons</u>		
(3) Net Volume Water Delivered to UCONN	340,000 gallons @ SOIR Rate	\$3.615 =	\$1229.10
(4) Water Delivered to Private Entities in Tech Park	50,000 gals @ CWC New Customer Rate	\$5.464 =	<u>\$ 273.20</u>
	UCONN Bill		\$1502.30 Due

Example #2 – CWC net usage is more than what is delivered:

(1) Water delivered at CWC Production Point	200,000 gallons		
(2) Total Volume of Water Received by CWC			
a. Metered off campus usage	250,000		
b. 10% adjustment for CWC nonrevenue water	25,000		
c. Amount sold to private entities at Tech Park	50,000		
	<u>-325,000 gallons</u>		
(3) Net Volume Water Delivered to UCONN	-125,000 gallons @ SOIR Rate	\$3.615 =	(\$451.88) credit
(4) Water Delivered to Private Entities in Tech Park	50,000 gals @ CWC New Customer Rate	\$5.464 =	<u>\$ 273.20</u>
	UCONN Bill		\$178.67 Credit

Exhibit 3.2(a)

Exhibit 3.2(a)(1) Storrs Customer Rates

Exhibit 3.2(a)(2) Existing Customers

**Exhibit 3.2(a) Storrs Customer Rate
RATES AND CHARGES OF UCONN AS OF EFFECTIVE DATE OF AGREEMENT**

**University of Connecticut
Water Rate Schedule
Effective as of Sept. 13, 2011**

WATER CHARGES

Connection Charge	\$0
Domestic Water Use Metered Charge	\$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Domestic Water Meter Fee	\$100 per year
Domestic Water Use Flat Rate ¹	\$340 per year

FIRE PROTECTION FLAT RATE:

Private Fire Charges

Connection Size	Annual Charge	Quarterly Charge
1"	\$ 16.10	\$ 6.2267
2"	\$ 84.36	\$ 23.2939
3"	\$ 239.46	\$ 62.0682
4"	\$ 506.97	\$ 128.9455
6"	\$1467.06	\$ 368.9671
8"	\$3123.01	\$ 782.9555
10"	\$5613.90	\$1405.6794
12"	\$9066.19	\$2268.7520

Public Fire Charges

	Quarterly Charge	Monthly Charge
Per Hydrant	\$60.00	\$20.00

¹ Domestic water use flat rate is reserved only for connections that do not have a water meter or a written agreement with Supplier. The Water Supply Rules and Regulations require that all connections have a water meter.

Miscellaneous Fees and Charges

Bulk water account activations	\$50
Bulk water commodity charge	Metered rate = \$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Unauthorized hydrant use	\$200
Unauthorized water use	\$300
Curb box repairs – equipment required	\$300
Curb box repairs – hand dug	\$100
Cross connection notice fee	\$40

Special Charges

Service turn off (normal hours)	\$40
Service turn off (after hours)	\$60
Service turn on (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on- large meter <: 2" (normal hours)	\$40
Service turn on- large meter <: 2" (normal hours)	\$60
Service turn on at curb (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on – seasonal activation	\$20
Frozen meter charge	\$50
Frozen meter charge (after hours)	\$75

Collection Fees

Returned check fee	\$30
Late payment fee	1.5% per month ²

² The interest charges are applied at the time of billing and are applied to past due amounts only. Monthly customers would have a one-month interest charge applied at the time of billing and quarterly customers would have a three-month interest charge applied at the time of billing (3 times the monthly interest rate).

EXHIBIT 3.2(a)

EXISTING OFF-CAMPUS CUSTOMERS/COMPLEXES CURRENTLY SERVED AND BILLED BY UCONN (2013)

Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served
9	Charles Smith Way/US Post Office	88	Gurlyville Rd	87	Hunting Lodge Rd
101	Courtyard Ln/Courtyard Condominiums	8	Hanks Hill Rd/ Hanks Hill Mobil Home Park	97	Hunting Lodge Rd
85	Depot Rd/Regional School Dist. 19	3	Hillside Cir	101	Hunting Lodge Rd
50	Depot Road/Mansfield Discovery Depot	5	Hillside Cir	105	Hunting Lodge Rd
1	Dog Ln/Storrs Center	6	Hillside Cir	109	Hunting Lodge Rd
9	Dog Ln/Storrs Center	7	Hillside Cir	115	Hunting Lodge Rd
11	Dog Ln/Storrs Center	8	Hillside Cir	122	Hunting Lodge Rd
11	Dog Ln	9	Hillside Cir	125	Hunting Lodge Rd
18	Dog Ln/UCPEA	10	Hillside Cir	131	Hunting Lodge Rd
48	Dog Ln	15	Hillside Cir	132	Hunting Lodge Rd
56	Dog Ln	17	Hillside Cir	134	Hunting Lodge Rd
1	Eastwood Rd	18	Hillside Cir	135	Hunting Lodge Rd
2	Eastwood Rd	19	Hillside Cir	146	Hunting Lodge Rd
3	Eastwood Rd	20	Hillside Cir	153	Hunting Lodge Rd
4	Eastwood Rd	21	Hillside Cir	156	Hunting Lodge Rd
5	Eastwood Rd	22	Hillside Cir	163	Hunting Lodge Rd
6	Eastwood Rd	23	Hillside Cir	180	Hunting Lodge Rd
7	Eastwood Rd	25	Hillside Cir	16	King Hill Rd
8	Eastwood Rd	11	Hunting Lodge Rd	28	King Hill Rd
9	Eastwood Rd	15	Hunting Lodge Rd	10	Meadowood Rd
10	Eastwood Rd	16	Hunting Lodge Rd	11	Meadowood Rd
11	Eastwood Rd	22	Hunting Lodge Rd	21	Meadowood Rd
12	Eastwood Rd	23	Hunting Lodge Rd	28	Meadowood Rd
13	Eastwood Rd	27	Hunting Lodge Rd	290	Middle Tnpk
14	Eastwood Rd	28	Hunting Lodge Rd	4	Moulton Rd
15	Eastwood Rd	34	Hunting Lodge Rd		
16	Eastwood Rd	43	Hunting Lodge Rd		
17	Eastwood Rd	57	Hunting Lodge Rd		
18	Eastwood Rd	80	Hunting Lodge Rd		
19	Eastwood Rd	81	Hunting Lodge Rd		
20	Eastwood Rd				
22	Eastwood Rd				

EXHIBIT 3.2(a)(2)

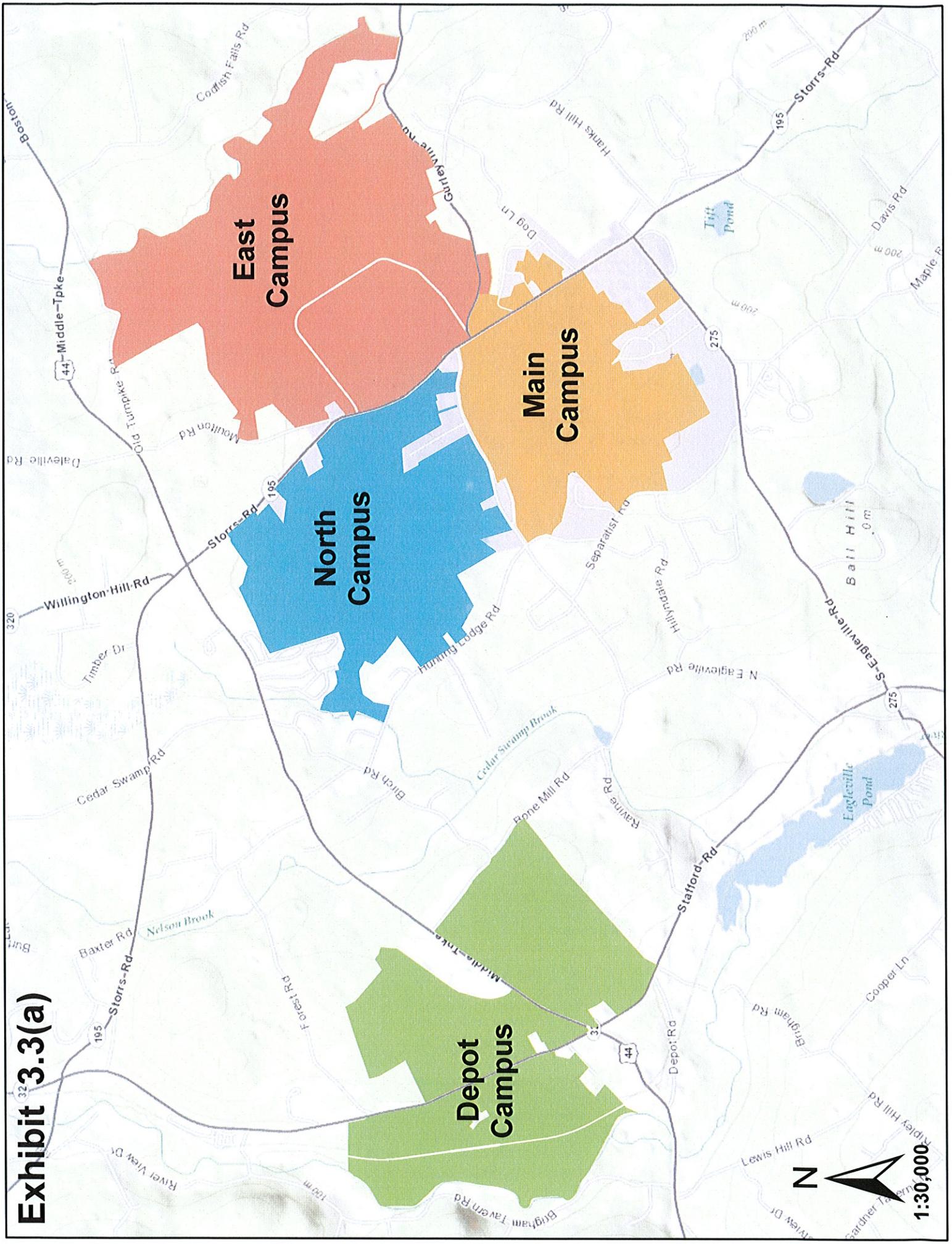
EXISTING OFF-CAMPUS CUSTOMER ADDRESSES/COMPLEXES CURRENTLY SERVED AND BILLED BY UCONN

Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served
9	Charles Smith Way/US Post Office	88	Gurlyville Rd	87	Hunting Lodge Rd
101	Courtyard Ln/Courtyard Condominiums	8	Hanks Hill Rd/ Hanks Hill Mobil Home Park	97	Hunting Lodge Rd
85	Depot Rd/Regional School Dist. 19	3	Hillside Cir	101	Hunting Lodge Rd
50	Depot Road/Mansfield Discovery Depot	5	Hillside Cir	105	Hunting Lodge Rd
1	Dog Ln/Storrs Center	6	Hillside Cir	109	Hunting Lodge Rd
9	Dog Ln/Storrs Center	7	Hillside Cir	115	Hunting Lodge Rd
11	Dog Ln/Storrs Center	8	Hillside Cir	122	Hunting Lodge Rd
11	Dog Ln	9	Hillside Cir	125	Hunting Lodge Rd
18	Dog Ln/UCPEA	10	Hillside Cir	131	Hunting Lodge Rd
48	Dog Ln	15	Hillside Cir	132	Hunting Lodge Rd
56	Dog Ln	17	Hillside Cir	134	Hunting Lodge Rd
1	Eastwood Rd	18	Hillside Cir	135	Hunting Lodge Rd
2	Eastwood Rd	19	Hillside Cir	146	Hunting Lodge Rd
3	Eastwood Rd	20	Hillside Cir	153	Hunting Lodge Rd
4	Eastwood Rd	21	Hillside Cir	156	Hunting Lodge Rd
5	Eastwood Rd	22	Hillside Cir	163	Hunting Lodge Rd
6	Eastwood Rd	23	Hillside Cir	180	Hunting Lodge Rd
7	Eastwood Rd	25	Hillside Cir	16	King Hill Rd
8	Eastwood Rd	11	Hunting Lodge Rd	28	King Hill Rd
9	Eastwood Rd	15	Hunting Lodge Rd	10	Meadowood Rd
10	Eastwood Rd	16	Hunting Lodge Rd	11	Meadowood Rd
11	Eastwood Rd	22	Hunting Lodge Rd	21	Meadowood Rd
12	Eastwood Rd	23	Hunting Lodge Rd	28	Meadowood Rd
13	Eastwood Rd	27	Hunting Lodge Rd	290	Middle Tnpk
14	Eastwood Rd	28	Hunting Lodge Rd	4	Moulton Rd
15	Eastwood Rd	34	Hunting Lodge Rd		
16	Eastwood Rd	43	Hunting Lodge Rd		
17	Eastwood Rd	57	Hunting Lodge Rd		
18	Eastwood Rd	80	Hunting Lodge Rd		
19	Eastwood Rd	81	Hunting Lodge Rd		
20	Eastwood Rd				
22	Eastwood Rd				

EXHIBIT 3.2(a)(2)
EXISTING OFF-CAMPUS CUSTOMER ADDRESSES/COMPLEXES CURRENTLY SERVED AND BILLED BY UCONN

125	N Eagleville Rd	1254	Stafford Rd	18	Westwood Rd
134	N Eagleville Rd/College Square	1279	Stafford Rd	19	Westwood Rd
153	N Eagleville Rd (46 King Hill Rd)	1281	Stafford Rd	23	Westwood Rd
188	N Eagleville Rd	1286	Stafford Rd	24	Willowbrook Rd
194	N Eagleville Rd	1289	Stafford Rd	25	Willowbrook Rd
197	N Eagleville Rd	1308	Stafford Rd	28	Willowbrook Rd
202	N Eagleville Rd	1340	Stafford Rd	31	Willowbrook Rd
203	N Eagleville Rd	1204	Storrs Rd/Storrs Commons	34	Willowbrook Rd
204	N Eagleville Rd	1232	Storrs Rd/University Plaza	39	Willowbrook Rd
207	N Eagleville Rd	1235	Storrs Rd/EO Smith High School	47	Willowbrook Rd
208	N Eagleville rd	1244	Storrs Rd	52	Willowbrook Rd
213	N Eagleville rd	1310	Storrs Rd	57	Willowbrook Rd
219	N Eagleville Rd	1332	Storrs Rd	58	Willowbrook Rd
19	Northwood Rd/Uconn Northwood Apartments	100	Warren Road/Mansfield Ctrfor Nursing & Rehab.	64	Willowbrook Rd
28	Oak Hill Rd	1	Westwood Rd	67	Willowbrook Rd
32	Oak Hill Rd	2	Westwood Rd	76	Willowbrook Rd
33	Oak Hill Rd	4	Westwood Rd	82	Willowbrook Rd
37	Oak Hill Rd	5	Westwood Rd	85	Willowbrook Rd
38	Old Colony Rd	6	Westwood Rd		Wrights Way/Wrights Village
1	Old Colony Rd	7	Westwood Rd		Zygmunt Dr./Holinko Estates
1	Old Colony Rd	8	Westwood Rd		
1	Penner Pl./Celeron Square	9	Westwood Rd		
1	Royce Circle/Storrs Center	10	Westwood Rd		
4	S Eagleville Road/Mansfield Apartments	11	Westwood Rd		
10	S Eagleville Rd/Audry Beck Municipal Bldg	12	Westwood Rd		
222	S Eagleville Rd/Mansfield Community Ctr	13	Westwood Rd		
1	Separatist Rd	14	Westwood Rd		
1	Silo Circle/Glen Ridge	15	Westwood Rd		
1208	Silo Road/Juniper Hills	16	Westwood Rd		
1250	Stafford Rd	17	Westwood Rd		

Exhibit 3.3(a)



**East
Campus**

**Main
Campus**

**North
Campus**

**Depot
Campus**



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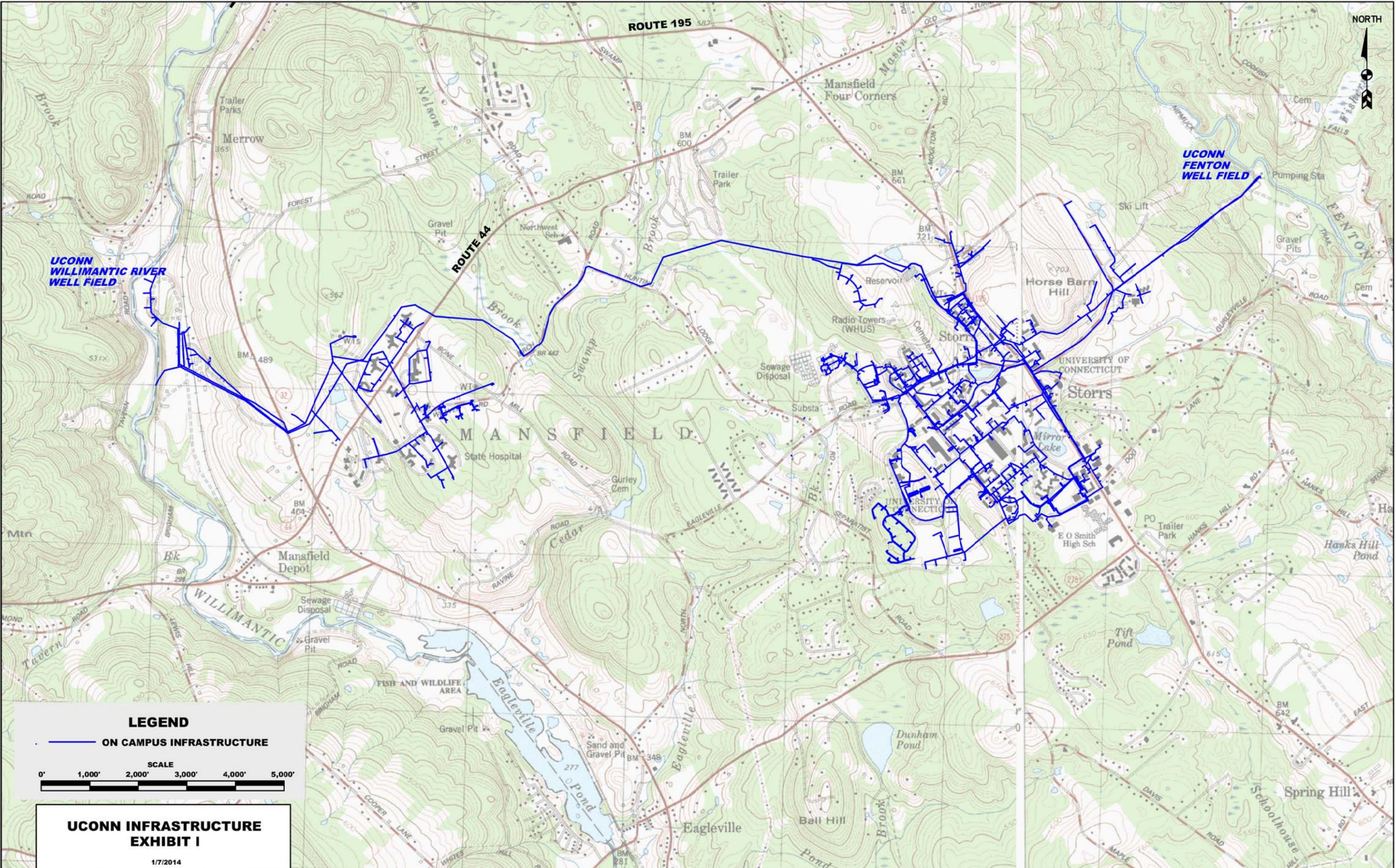
Exhibit 6.1

UConn Off-Campus Infrastructure Depreciation Schedule

Exhibit 6.1 UConn Off-Campus Infrastructure Depreciation Schedule

DISTRIBUTION SYSTEM		Description	Construction	Diameter	Length	Year Installed	Year Fully Devalued
Main Campus							
No. Eagleville Road	West from LeDoyt Road to Huntinglodge Road	DI	10"	1,290 ft	1985	2045	
No. Eagleville Road	West of Huntinglodge Road to Northwood Road	DI	10"	2,220 ft	2000	2060	
No. Eagleville Road	West from LeDoyt Road to Northwood Road	CI	6"	3,510 ft	1920s	1980s	
Northwood Road (University land)	From North Eagleville road north to terminus.	DI	6"	740 ft	2002	2062	
Hunting Lodge Road	North from No. Eagleville Road to Holinko	DI	8"	3,850 ft	1991	2051	
Hunting Lodge Road	South from No. Eagleville road to 11 Hunting Lodge Road	DI	6"	1,560 ft	1991	2051	
Meadowood Road	From North Eagleville to 28 Meadowood Road	DI	10"?	870 ft	2003	2063	
Hillside Circle	From Hillside Road to Hillside Road	Transite	8"	2,130 ft	1939	1999	
Eastwood Road	From Hillside Circle to South Eagleville Road	CI	8"	1,160 ft	1952	2012	
Westwood Road	From Hillside Circle to South Eagleville Road	CI	8"	1,250 ft	1952	2012	
Willowbrook Road	From Rt. 195 to 35 Dog Lane	CI	6"	2,200 ft	1920s - 1930s	1980s-1990s	
Willowbrook Road	??	DI	4"	210 ft	2005	2065	
Rt. 195/Storrs Road	Bolton Road to So. Eagleville Road	CI	8"	1,260 ft	2012	2072	
South Eagleville Road	From Rt. 195 to 655' west of Maple Road	CI	8"	4,510 ft	1950	2010	
Service to Post Office (in road)	From Rt. 195 to Post Office	DI	8"	500 ft	1975	2035	
Dog Lane	From Royce Circle (western terminus) to Willow Brook Road	DI	12"	900 ft	2012	2072	
Royce Circle/Wilbur Cross Way	From Bolton Road Ext. to Post Office Road	DI	12"	1,540 ft	2013	2073	
Royce Circle	From Bolton Road Ext. to Dog Lane	DI	12"	280 ft	2012	2072	
Bolton Road Extension	From Rt. 195 to Royce Circle	DI	12"	160 ft	2010	2070	
			subtotal	30,140 ft			
			subtotal	5.7 mi			
Depot Campus							
Rt. 32/Stafford Road (cross country)	From Spring Manor Lane to 250' east of Rt. 44/Middle Turnpike	CI	8"	650 ft	Unknown, <1953	fully devalued	
Rt. 32/Stafford Road (cross country)	From Rt. 44/Middle Turnpike to 1208 Stafford Road (Willow House) to Depot Road RR cross	DI	8"	1,540 ft	1989	2049	
Depot Road (cross country)	From 1208 Stafford Road to 50 Depot Road (Discovery Depot)	DI	8"	1,020 ft	1989	2049	
Depot Road	From 330' south of Stafford Road to 85 Depot Road (Reynolds' School)	DI	8"	1,200 ft	2007	2067	
Old Colony Road	From Rt. 32 to 30 Old Colony Road	CI	6"	430 ft	Unknown, <1953	fully devalued	
Old Colony Road	From 30 Old Colony Road to terminus	CI	4"	530 ft	Unknown, <1953	fully devalued	
			subtotal	5,370 ft			
			subtotal	1.0 mi			
			total	6.7 mi			

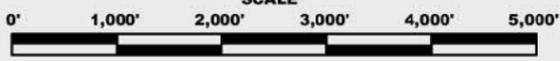
DI = ductile iron
CI = cast iron



LEGEND

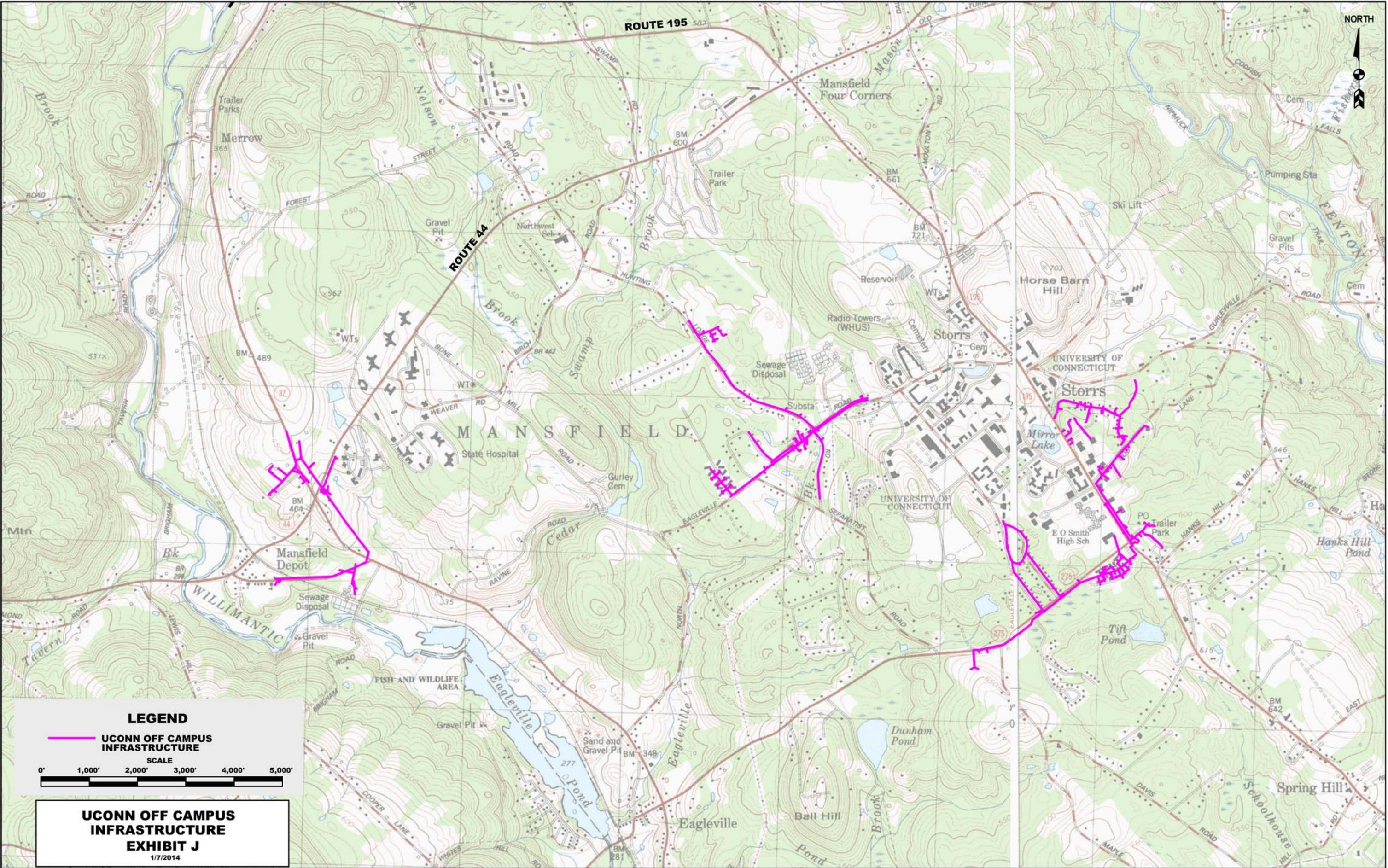
— ON CAMPUS INFRASTRUCTURE

SCALE

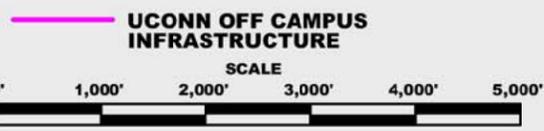


UCONN INFRASTRUCTURE EXHIBIT I

1/7/2014



LEGEND



**UCONN OFF CAMPUS
INFRASTRUCTURE
EXHIBIT J**

1/7/2014