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 appurtances 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 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

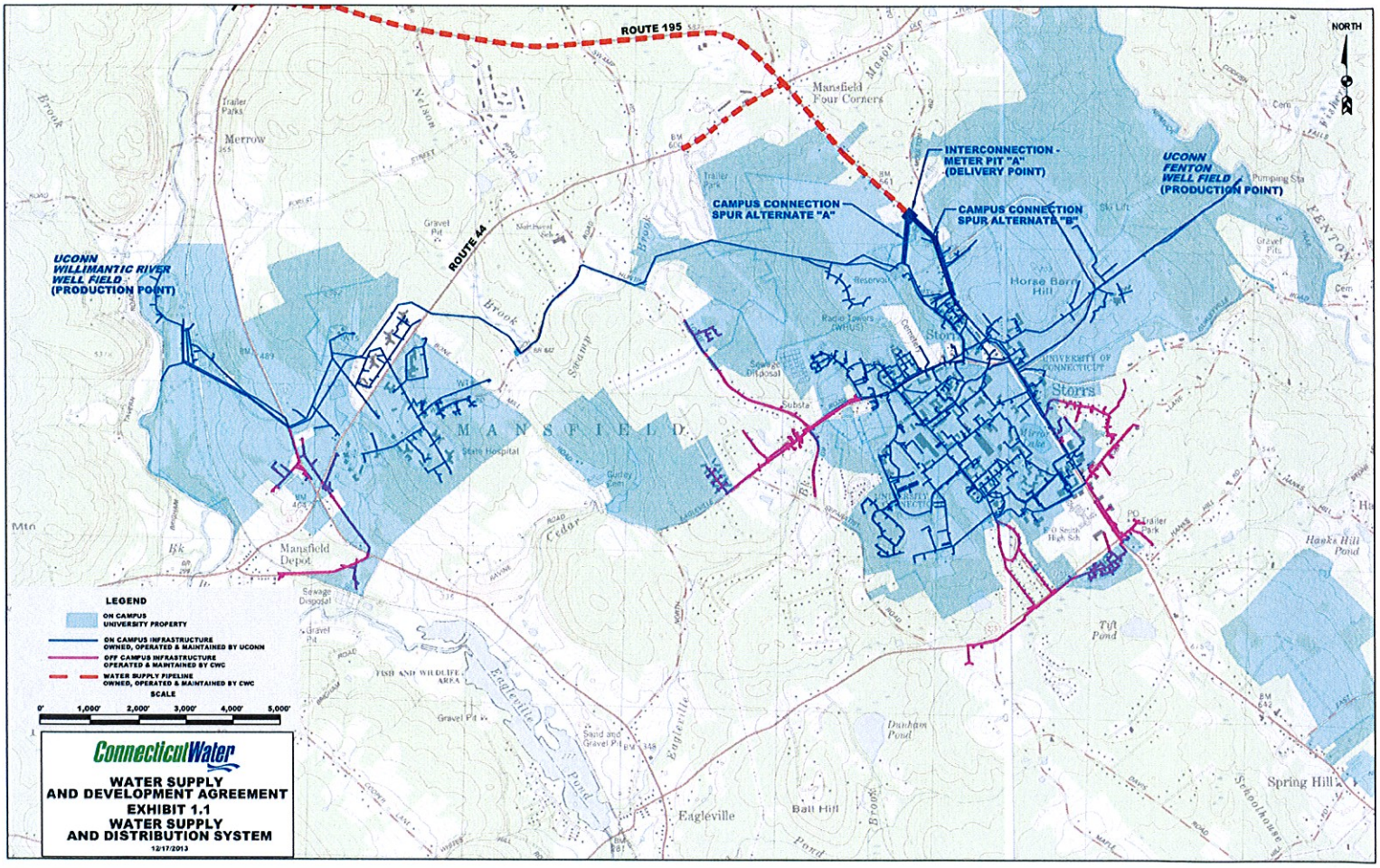
List of Exhibits

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)


ROUTE 195
ROUTE 44
NORTH
INTERCONNECTION - METER PIT "A" (DELIVERY POINT)
CAMPUS CONNECTION SPUR ALTERNATE "A"
CAMPUS CONNECTION SPUR ALTERNATE "B"
UCONN FENTON WELL FIELD (PRODUCTION POINT)
UCONN WILLIMANTIC RIVER WELL FIELD (PRODUCTION POINT)
Mansfield Four Corners
Merrow
Horse Barn Hill
Storrs
UNIVERSITY OF CONNECTICUT
MANSFIELD
State Hospital
Mansfield Depot
Eagleville
Spring Hill
Tift Pond
Dunham Pond
Hanks Hill Pond
LEGEND
ON CAMPUS UNIVERSITY PROPERTY
ON CAMPUS INFRASTRUCTURE OWNED, OPERATED & MAINTAINED BY UCONN
OFF CAMPUS INFRASTRUCTURE OPERATED & MAINTAINED BY CWC
WATER SUPPLY PIPELINE OWNED, OPERATED & MAINTAINED BY CWC
SCALE
0' 1,000' 2,000' 3,000' 4,000' 5,000'
ConnecticutWater
WATER SUPPLY AND DEVELOPMENT AGREEMENT
EXHIBIT 1.1
WATER SUPPLY AND DISTRIBUTION SYSTEM
12/17/2013

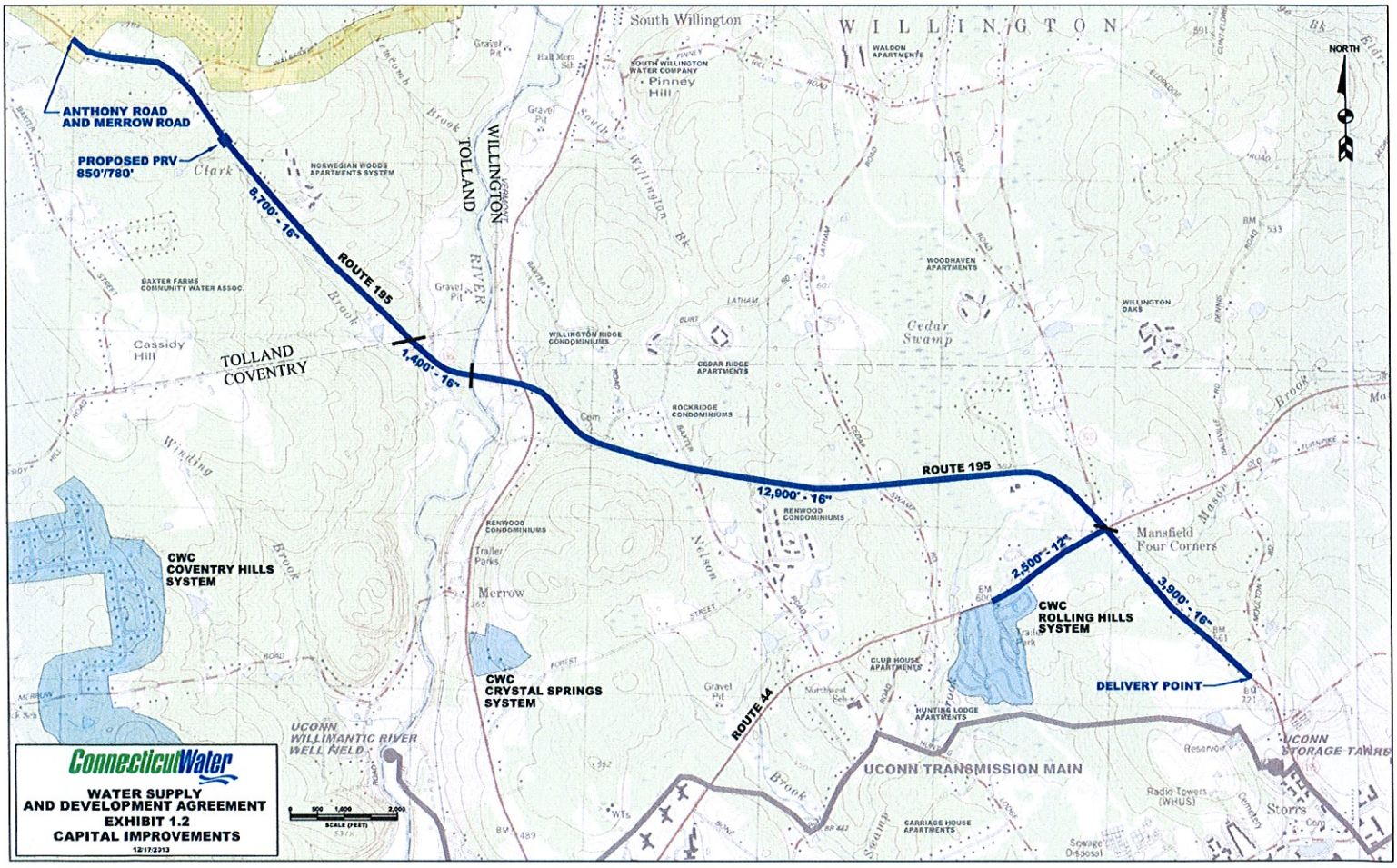

ANTHONY ROAD AND MERROW ROAD
PROPOSED PRV 850'/780'
8,700' - 16"
ROUTE 195
1,400' - 16"
ROUTE 195
12,900' - 16"
2,500' - 12"
3,900' - 16"
DELIVERY POINT
CWC COVENTRY HILLS SYSTEM
CWC CRYSTAL SPRINGS SYSTEM
CWC ROLLING HILLS SYSTEM
UCONN WILLIMANTIC RIVER WELL FIELD
UCONN TRANSMISSION MAIN
UCONN STORAGE TANK
ROUTE 44
TOLLAND
WILLINGTON
COVENTRY
South Willington
Mansfield Four Corners
Storrs
NORTH
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

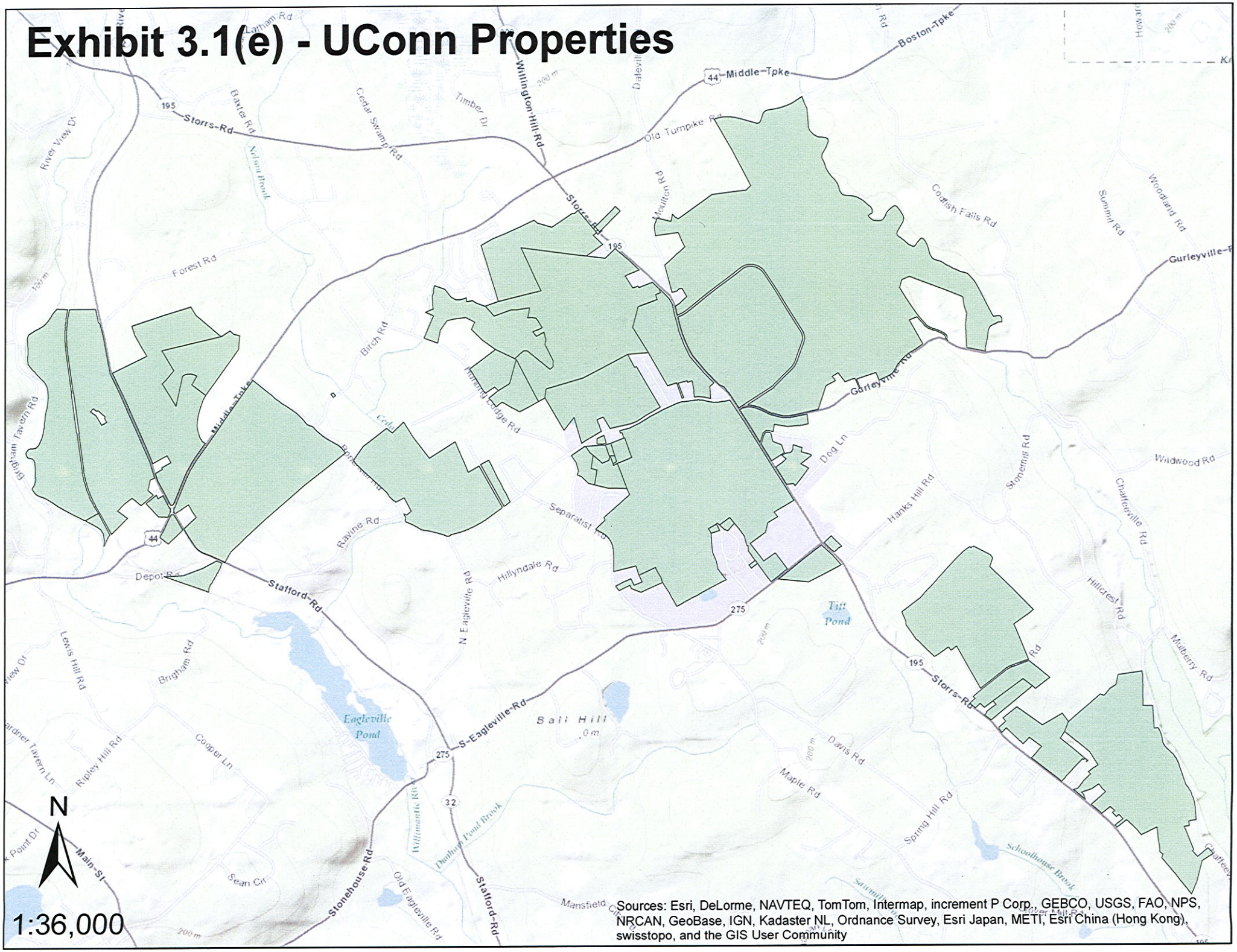


Exhibit 3.1(g)

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 Tnpk
TRI- County ARC Inc	290	Middle Tnpk
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	50,000		
		-160,000 gallons	
(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 = $ 273.20
		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		
		-325,000 gallons	
(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 = $ 273.20
		UCONN Bill	**$178.67 Credit**

Exhibit 3.2(a)

Exhibit 3.2(a)(1) Storrs Customer Rates
Exhibit 3.2(a)(2) Existing Customers

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
9	Charles Smith Way/US Post Office
101	Courtyard Ln/Courtyard Condominiums
85	Depot Rd/Regional School Dist. 19
50	Depot Road/Mansfield Discovery Depot
1	Dog Ln/Storrs Center
9	Dog Ln/Storrs Center
11	Dog Ln/Storrs Center
11	Dog Ln
18	Dog Ln/UCPEA
48	Dog Ln
56	Dog Ln
1	Eastwood Rd
2	Eastwood Rd
3	Eastwood Rd
4	Eastwood Rd
5	Eastwood Rd
6	Eastwood Rd
7	Eastwood Rd
8	Eastwood Rd
9	Eastwood Rd
10	Eastwood Rd
11	Eastwood Rd
12	Eastwood Rd
13	Eastwood Rd
14	Eastwood Rd
15	Eastwood Rd
16	Eastwood Rd
17	Eastwood Rd
18	Eastwood Rd
19	Eastwood Rd
20	Eastwood Rd
22	Eastwood Rd
88	Gurlyville Rd
8	Hanks Hill Rd/ Hanks Hill Mobil Home Park
3	Hillside Cir
5	Hillside Cir
6	Hillside Cir
7	Hillside Cir
8	Hillside Cir
9	Hillside Cir
10	Hillside Cir
15	Hillside Cir
17	Hillside Cir
18	Hillside Cir
19	Hillside Cir
20	Hillside Cir
21	Hillside Cir
22	Hillside Cir
23	Hillside Cir
25	Hillside Cir
11	Hunting Lodge Rd
15	Hunting Lodge Rd
16	Hunting Lodge Rd
22	Hunting Lodge Rd
23	Hunting Lodge Rd
27	Hunting Lodge Rd
28	Hunting Lodge Rd
34	Hunting Lodge Rd
43	Hunting Lodge Rd
57	Hunting Lodge Rd
80	Hunting Lodge Rd
81	Hunting Lodge Rd
87	Hunting Lodge Rd
97	Hunting Lodge Rd
101	Hunting Lodge Rd
105	Hunting Lodge Rd
109	Hunting Lodge Rd
115	Hunting Lodge Rd
122	Hunting Lodge Rd
125	Hunting Lodge Rd
131	Hunting Lodge Rd
132	Hunting Lodge Rd
134	Hunting Lodge Rd
135	Hunting Lodge Rd
146	Hunting Lodge Rd
153	Hunting Lodge Rd
156	Hunting Lodge Rd
163	Hunting Lodge Rd
180	Hunting Lodge Rd
16	King Hill Rd
28	King Hill Rd
10	Meadowood Rd
11	Meadowood Rd
21	Meadowood Rd
28	Meadowood Rd
290	Middle Tnpk
4	Moulton Rd

EXHIBIT 3.2(a)(2)

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

Street No.	Street Name/Complex Served
9	Charles Smith Way/US Post Office
101	Courtyard Ln/Courtyard Condominiums
85	Depot Rd/Regional School Dist. 19
50	Depot Road/Mansfield Discovery Depot
1	Dog Ln/Storrs Center
9	Dog Ln/Storrs Center
11	Dog Ln/Storrs Center
11	Dog Ln
18	Dog Ln/UCPEA
48	Dog Ln
56	Dog Ln
1	Eastwood Rd
2	Eastwood Rd
3	Eastwood Rd
4	Eastwood Rd
5	Eastwood Rd
6	Eastwood Rd
7	Eastwood Rd
8	Eastwood Rd
9	Eastwood Rd
10	Eastwood Rd
11	Eastwood Rd
12	Eastwood Rd
13	Eastwood Rd
14	Eastwood Rd
15	Eastwood Rd
16	Eastwood Rd
17	Eastwood Rd
18	Eastwood Rd
19	Eastwood Rd
20	Eastwood Rd
22	Eastwood Rd

Street No.	Street Name/Complex Served
88	Gurlyville Rd
8	Hanks Hill Rd/ Hanks Hill Mobil Home Park
3	Hillside Cir
5	Hillside Cir
6	Hillside Cir
7	Hillside Cir
8	Hillside Cir
9	Hillside Cir
10	Hillside Cir
15	Hillside Cir
17	Hillside Cir
18	Hillside Cir
19	Hillside Cir
20	Hillside Cir
21	Hillside Cir
22	Hillside Cir
23	Hillside Cir
25	Hillside Cir
11	Hunting Lodge Rd
15	Hunting Lodge Rd
16	Hunting Lodge Rd
22	Hunting Lodge Rd
23	Hunting Lodge Rd
27	Hunting Lodge Rd
28	Hunting Lodge Rd
34	Hunting Lodge Rd
43	Hunting Lodge Rd
57	Hunting Lodge Rd
80	Hunting Lodge Rd
81	Hunting Lodge Rd

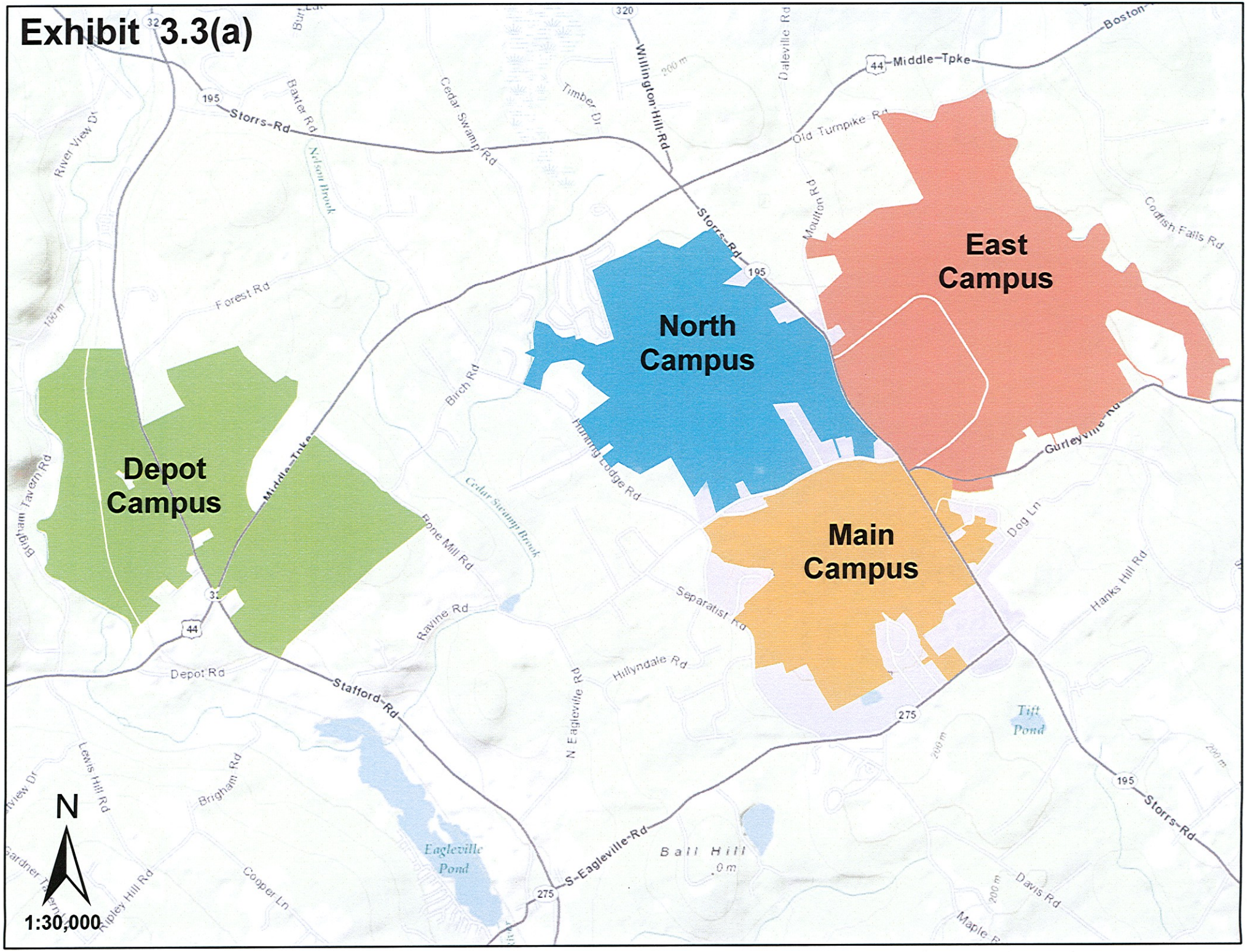
Street No.	Street Name/Complex Served
87	Hunting Lodge Rd
97	Hunting Lodge Rd
101	Hunting Lodge Rd
105	Hunting Lodge Rd
109	Hunting Lodge Rd
115	Hunting Lodge Rd
122	Hunting Lodge Rd
125	Hunting Lodge Rd
131	Hunting Lodge Rd
132	Hunting Lodge Rd
134	Hunting Lodge Rd
135	Hunting Lodge Rd
146	Hunting Lodge Rd
153	Hunting Lodge Rd
156	Hunting Lodge Rd
163	Hunting Lodge Rd
180	Hunting Lodge Rd
16	King Hill Rd
28	King Hill Rd
10	Meadowood Rd
11	Meadowood Rd
21	Meadowood Rd
28	Meadowood Rd
290	Middle Tnpk
4	Moulton 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
	Northwood Rd/Uconn Northwood Apartments	100	Warren Road/Mansfield Ctrfor Nursing & Rehab.	64	Willowbrook Rd
19	Oak Hill Rd	1	Westwood Rd	67	Willowbrook Rd
28	Oak Hill Rd	2	Westwood Rd	76	Willowbrook Rd
32	Oak Hill Rd	4	Westwood Rd	82	Willowbrook Rd
33	Oak Hill Rd	5	Westwood Rd	85	Willowbrook Rd
37	Old Colony Rd	6	Westwood Rd		Wrights Way/Wrights Village
38	Old Colony Rd	7	Westwood Rd		Zygmunt Dr./Holinko Estates
1	Penner Pl./Celeron Square	8	Westwood Rd		
1	Royce Circle/Storrs Center	9	Westwood Rd		
1	S Eagleville Road/Mansfield Apartments	10	Westwood Rd		
4	S Eagleville Rd/Audry Beck Municipal Bldg	11	Westwood Rd		
10	S Eagleville Rd/Mansfield Community Ctr	12	Westwood Rd		
222	Separatist Rd	13	Westwood Rd		
1	Silo Circle/Glen Ridge	14	Westwood Rd		
1	Silo Road/Juniper Hills	15	Westwood Rd		
1208	Stafford Rd	16	Westwood Rd		
1250	Stafford Rd	17	Westwood Rd		

Exhibit 3.3(a)



East Campus
North Campus
Main Campus
Depot Campus
Storrs Rd
Middle Tpke
Boston
Willington Hill Rd
Old Turnpike Rd
Daleville Rd
Baxter Rd
Cedar Swamp Rd
Timber Dr
Nelson Brook
River View Dr
Forest Rd
Moulton Rd
Codfish Falls Rd
Birch Rd
Hunting Lodge Rd
Gurleyville Rd
Cedar Swamp Brook
Bone Mill Rd
Dog Ln
Hanks Hill Rd
Separatist Rd
Ravine Rd
Hillyndale Rd
Depot Rd
Stafford Rd
N Eagleville Rd
Tift Pond
Lewis Hill Rd
Brigham Rd
Eagleville Pond
S Eagleville Rd
Ball Hill
Cooper Ln
Ripley Hill Rd
Davis Rd
Maple Rd
Brigham Tavern Rd
N
1:30,000

Exhibit 6.1

UConn Off-Campus Infrastructure Depreciation Schedule

Exhibit 6.1 UConn Off-Campus Infrastructure Depreciation Schedule

DISTRIBUTION SYSTEM						
Main Campus	***Description***	***Construction***	***Diamater***	***Length***	***Year Installed***	***Year Fully Devalued***
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"	1540 ft	2013	2073
Royce Circle	From Bolton Road Ext. to Dog Lane	DI	12"	280 ft	2012	2072
Bolton Road Extention	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"	1540 ft	1989	2049
Depot Road (cross country)	From 1208 Stafford Road to 50 Depot Road (Discovery Depot)	DI	8"	1020 ft	1989	2049
Depot Road	From 330' south of Stafford Road to 85 Depot Road (Reynolds School)	DI	8"	1200 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	5370 ft		
			subtotal	1.0 mi		
			total	6.7 mi		

DI = ductile iron

CI = cast iron