

TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

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

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

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

WITNESSETH:

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

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

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

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

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

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

I. WATER SERVICE TERMS AND CONDITIONS:

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

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

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

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

II. SEWER SERVICE TERMS AND CONDITIONS:

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

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

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

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

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

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

III. TERM AND AGREEMENT:

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

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

TOWN OF MANSFIELD
STATE OR COUNTY

UNIVERSITY OF CONNECTICUT

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

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

Recommended as to form
and content:

Attest:

[Signature]
Town Attorney

Paul M. Shapiro
Paul M. Shapiro
Assistant Attorney General

Requirements for Approval of Water Service Connections (Section 2.2 of Agreement)

- ❖ CWC shall not permit customer connections to the System 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.
- ❖ CWC shall notify an applicant, upon request, of the availability of water supply but shall not permit any connection to the CWC System unless the New Customer to be served by such connection first obtains any required Governmental Approvals as follows:

Type of Connection Request	Notify Director of Planning and Development	Review by Advisory Board	Complies with CWC Main Extension Agreement	Demonstration by Applicant that All Required Approvals Secured
<ul style="list-style-type: none"> • Properties that do not require a main extension • Use is consistent with zoning regulations in effect at the time of the request 	✓			Any required approvals for building or public health or as otherwise required
<ul style="list-style-type: none"> • Connections to allow for the existing use of properties that do not require a main extension 	✓			Any required approvals for building or public health or as otherwise required
<ul style="list-style-type: none"> • New use or change to existing use that requires a change in zoning or approval by a local land use commission 	✓	✓		Any required local land use approvals
<ul style="list-style-type: none"> • Any extension of the CWC System in Mansfield after the Completion Date 	✓	✓	✓	Any required local land use approvals

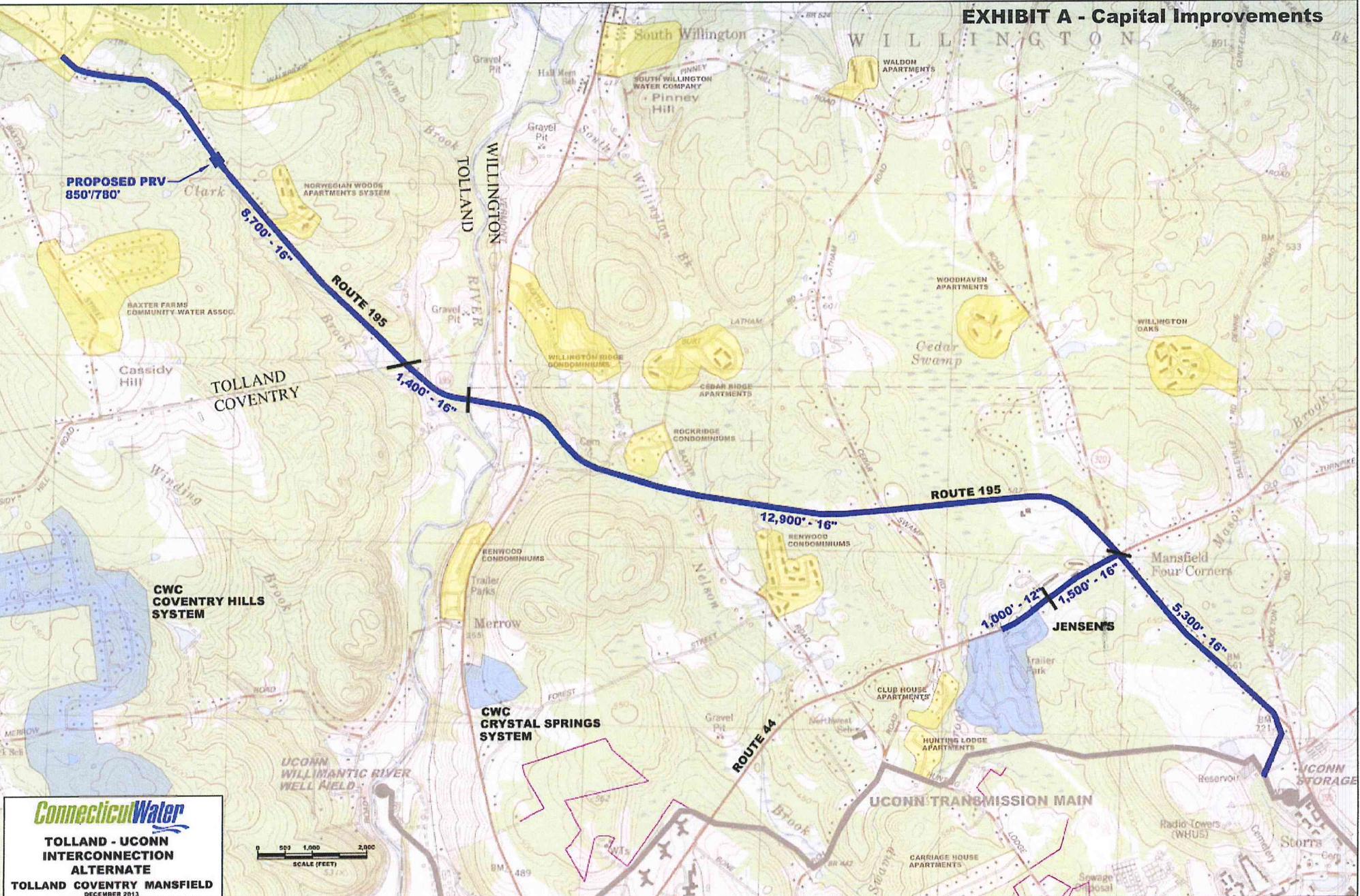
Customer Water Rates (Section 3.1 of Agreement)

Customer Category	Served and Billed by UCONN at UCONN Rate	Served by CWC @ Storrs Customer Rate (Equal to UCONN Rate)	Served by CWC @ New Customer Rate
After the Effective Date of Agreement until the Completion Date	✓		
Existing Customers, including any Town facilities and fire hydrants as of Completion Date		✓	
Customers after Completion Date that are Not Existing Customers (Any new public facility at the Public Authority Rate)			✓

NOTES:

1. The Parties shall use all reasonable efforts to advocate to PURA for its approval of the rates in the Agreement. In the event that the rates set forth in this Agreement are not approved by PURA as proposed, CWC shall notify the Town and advise them of the process for approval of alternate rates and opportunities to provide comment on the record to PURA on the revised request.
2. Customers in Mansfield, including any Public Facility, shall be subject to applicable PURA approved surcharges or surcredits at the same percentage basis as other CWC customers.
3. After the Completion Date, the Storrs Customer Rate shall be subject to adjustment by the same dollar amount change approved by PURA for similarly defined categories of CWC customers.
4. Customers, including the Town, shall not be subject to any form of “take or pay” charges.

EXHIBIT A - Capital Improvements



ConnecticutWater
TOLLAND - UCONN
INTERCONNECTION
ALTERNATE
TOLLAND COVENTRY MANSFIELD
 DECEMBER 2013

