

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-1: Please describe the Association's organizational structure. Please also provide the name and title of the person(s) who has the authority to enter into binding agreements on behalf of the Association and the document that provides such authority, e.g., bylaws.

A.) DPH-1: Indian Fields Homeowners Association ("IFHA" or the "Association") is a tax district formed in accordance with Chapter 105 of the Connecticut General Statutes, §§ 7-324 to 7-327.

A copy of IFHA's Constitution and Bylaws is attached as DPHEXhibit1 -1.
A copy of IFHA's Rules and Regulations is attached as DPH Exhibit 1-2.

Jeffrey J. Papsin, President, is the person who has the authority to enter into binding agreements on behalf of the Association with respect to the proposed sale of assets to Aquarion Water Company ("Aquarion"). A copy of the IFHA resolutions authorizing the transaction with Aquarion is attached as DPH Exhibit 1-3.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-2: Provide the following Association documents:

- (a) Bylaws;
- (b) Articles of Association or Incorporation;
- (c) Board Members Minutes from 2009 to present, including meeting minutes in which members voted for "cessation of operations"; and
- (d) List of Board of Directors and Officers.

A.) DPH-2: (a) and (b) Please see response to DPH-1.

- (c) Please see the minutes attached DPH Exhibit-2-1.
- (d) The following is a list of the IFHA officers and board members:

Jeffrey J. Papsin, President
Tom Murphy – Vice President
Richard Guman – Treasurer
Tom Fisher – Secretary
Peg Peterson – Board Member
Joe McNiff – Board Member
Gavin McGorty – Board Member
Mark Labadia - Board Member
Ron Lombardo - Board Member

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-3: Provide a copy of the notice the Association sent to its customers regarding the Association's plan to cease operations as a water company.

A.) DPH-3: In advance of a special meeting of the Association on October 11, 2012, the Association distributed a notice of the meeting to all homeowners that included a ballot and transaction description, which are attached as DPH Exhibit 3-1. In addition, a notice of the meeting was published in the Danbury News-Times on September 30, 2012 and a copy of the affidavit of publication is attached as DPH Exhibit 3-2.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-4: Provide a description of all the Association's water system ("System") property, whether real or personal, including, but not limited to land, equipment, buildings, active, inactive and emergency sources of supply, treatment systems, storage facilities, pumping facilities, and distribution systems. Include in such description the date on which the property was placed in service, its original cost and current value, location, hydraulic capabilities, including both flow and pressure, capacity, size, length, and safe yield.
- A.) DPH-4: The System assets are described in Schedules 1.1.1 and 1.1.3 of the Asset Purchase Agreement ("Agreement") between Aquarion and IFHA dated as of November 30, 2012. Please refer to DPH-21 Attachment 1 for the signed Agreement.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-5: Provide maps of the Association's property, including maps containing the Association's Class 1, 2 and 3 water company land, land held for future potential sources of supply, and active, inactive and emergency sources of supply and sources of supply.

A.) DPH-5: Refer to DPH Exhibit 5-1 and 5-2 for the maps.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-6: Indicate the distance between an individual or central subsurface disposal system and any of the West System's sources of supply. Provide any notices of violation issued and concerns raised by any local or state agencies.
- A.) DPH-6: IFHA is not in possession of information on the distance between an individual or central subsurface disposal system and sources of supply. IFHA has not received any notices of violation issued by any local or state agencies in this regard.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-7: Provide the application for a Water Company Land Permit, including maps and other attachments the Association submitted to the Department of Public Health ("DPH"), as well as the Water Company Land Permit issued by DPH.
- A.) DPH-7: Please see attached DPH Exhibit 7-1 for the land permit application and DPH Exhibit 7-2 for the land permit.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-8: Provide the Sale of Source Permit issued by the DPH.

A.) DPH-8: On November 30, 2012, IFHA filed a letter with DPH pursuant to C.G.S § 25-33/ regarding its intent to sell its assets to Aquarion. A copy of that letter is attached as DPH Exhibit 8-1

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-9: Provide information regarding the Association's real property (Class I, 2 or 3 water company land) that the Association is not proposing to transfer to Aquarion, if any.
- A.) DPH-9: The Association owns an approximately four acre parcel of land that is excluded from the proposed sale to Aquarion. The parcel is described in Schedule 1.1.4 of the Agreement provided as DPH-21 Attachment 1 also shown on DPH Exhibit 5-1 and DPH Exhibit 5-2.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-10: Indicate whether there are any liens against any of this property and the amount of said liens.

A.) DPH-10: None.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-11: Does the Association have access to the Association's wells, transmission and distribution mains, reservoirs, tanks and standpipes, pumps and pump stations, hydrants, meters, curb stops, service connections, and personal property owned by the Association? If such access is authorized by an easement, right-of-way or lease, please provide the document authorizing such access.
- A.) DPH-11: To the best of the Association's knowledge all water supply sources, pumps, storage facilities and mains are located on the Association's property, public right of way or within easement areas, and service connections are located on customer premises or in the public right of way. Please see Schedule 1.1.1 of the Agreement provided as DPH-21 Attachment 1 for a description of the Association's property rights.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-12: Provide water system maps or "as-built" plans of the System's water distribution.

A.) DPH-12: Please see the response to DPH-5.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-13: Provide the name of the Water Utility Coordinating Committee ("WUCC") to which the System is a part and whether such WUCC is convened. If the WUCC to which the System is a part is convened, provide a description of the exclusive service area ("ESA") to which the System is a part. Provide also an ESA boundary map, if any.

A.) DPH-13: The Association does not possess information to respond to this interrogatory. Aquarion has provided the following information to the Association:

The Indian Fields Homeowner's Association System is included in the Housatonic WUCC. The Housatonic WUCC has convened. Aquarion is unaware of a map or description of the Indian Fields ESA. It is assumed that the boundaries of the ESA would be represented by the extent of the existing Indian Fields distribution system. The Indian Fields ESA is an "Island" within Aquarion's ESA for the Town of Brookfield. Upon ownership of the Indian Fields System, Aquarion will petition the Housatonic WUCC to recognize the ESA as part of its Brookfield ESA.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-14: Provide a copy of the most recent Sanitary Survey Report issued by the DPH and the Association's response to such report. Indicate any outstanding suggestions for improvements to the System that were made, but not completed. Explain how outstanding items will be resolved.
- A.) DPH-14: The Association is providing a copy of the Sanitary Survey Report dated May 3, 2010 as DPH Exhibit 14-1, along with the response to that report by Foley Pump Service as DPH Exhibit 14-2.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-15: Provide a copy of the DPH approval of abandonment of any source of supply not currently being utilized by the Association, if any.

A.) DPH-15: None.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-16: Provide copies of diversion permits or discharge permits issued by the Department of Energy and Environmental Protection ("DEEP"), formerly Department of Environmental Protection, if any, for any water or wastewater disposal system owned by the Association.

A.) DPH-16: None.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-17: Provide a summary of all formal and informal enforcement actions, e.g., orders, consent orders, civil penalties, and violation letters, issued by the DPH and the DEEP in the past ten years. Provide a summary of the status of the Association's compliance with such actions, including an explanation regarding how the Association or Aquarion will resolve any outstanding items.

A.) DPH-17: None.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-18: Provide what type of minor and major repairs to the System that the Association anticipates will have to be performed within the next five years. Identify the repairs and estimate the cost of the repairs.
- A.) DPH-18: In light of the pending sale to Aquarion the Association has not identified a need for future repairs to the System.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) DPH-19: Provide data regarding the System's water production and consumption for the past two years.

A.) DPH-19: Attached as DPH Exhibit 19-1 is data regarding the System's water production.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) DPH-20: Provide the Association's current number of customers and the number of those customers that are metered.
- A.) DPH-20: IFHA provides water service to 55 members. None of those members are metered.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-21: Provide a copy of the document in which Aquarion approved the transfer of the assets of the Association's System to Aquarion.

A.) DPH-21: Refer to DPH-21 Attachment 1 for the agreement approving the transfer of the Associations system assets to Aquarion.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-22: Provide what improvements to the Association's System Aquarion plans to make within the next five years.

A.) DPH-22: Upon completion of this acquisition, Aquarion will evaluate the systems needs and potential capital investments.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-23: Provide a brief description of Aquarion's structure and Aquarion's geographical proximity to the Association's System.

A.) DPH-23: Aquarion owns and operates 79 public water supply systems serving 47 towns and cities throughout Connecticut. For rate purposes these systems are divided into four Divisions: Eastern, Western, Northern, and Southern. Other than for rate making, there is generally no operational or regulatory distinction between the Divisions.

Aquarion owns and operates the Brookfield main system in the Town of Brookfield that is in the immediate vicinity of the Indian Fields water system.

Since Aquarion owns and operates systems in the immediate vicinity of Indian Fields, and since Aquarion has operators working in the area on a regular basis, acquisition of Indian Fields from an operational perspective is a logical fit.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-24: Provide a brief description of Aquarion's financial, managerial and technical resources to operate the Association's System in a reliable and efficient manner and to provide continuous, adequate service to the persons served by the Association's System.

A.) DPH-24: As recognized in recent decisions approving Aquarion's acquisitions of other systems in Connecticut (e.g. Meckauer Water, Docket No. 11-09-01, and Dunham Pond, Docket No. 12-02-03), Aquarion's knowledge, experience and access to financial markets presents financing opportunities, commitment to infrastructure improvements and top notch customer service for the Indian Fields system.

Additionally, Indian Fields former customers will benefit from the wide range of skills and expertise present in Aquarion's workforce. Aquarion takes pride in its ability to answer customer inquiries and resolve customer concerns efficiently, quickly, and on the first contact. Customers will benefit from our focus on the continual improvements of the customer experience as well as our state-of-the-art technology.

Aquarion has a long history of acquiring and assimilating the operations of water systems. Aquarion has demonstrated that it can successfully acquire water systems that provide the opportunity to address regional water issues.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-25: Provide a summary of Aquarion's experience acquiring and/or operating similar systems.

A.) DPH-25: As mentioned in the response to DPH-24, Aquarion has a long history of acquiring and assimilating proximate water systems into our operations. Aquarion has been and continues to be successful in acquiring water systems and successfully addressing water issues within the region and improving customer service delivery through a program of prudent capital investment and efficient operations.

Previous system acquisitions include Kent in 1995, Lakeside and Hawkstone in 1997. In 1998, Aquarion acquired the assets of the Timber Trails. In 2001, Aquarion acquired its Northern Division from the Village Water Company. The next year in 2002, Aquarion acquired its Southern Division encompassing its Greenwich and Mystic operation from the Connecticut American Water Company. Aquarion acquired the Ball Pond System in 2003. As of December 2012, Aquarion also acquired Topstone Hydraulic Company, Brookfield Water Company, Rural Water Company, Candlewood Acres, the Ron Black water systems, the Birchwood Water System, the Meckauer Water Company, and Dunham Pond water system and merged with United Water Connecticut. In addition, Aquarion has an application before PURA and DPH to acquire the water system operations of the West Service Corporation and REJA Acquisition Corporation.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-26: Provide the monthly rate Aquarion will charge the Association's current customers when Aquarion acquires the assets of the Association's System.

A.) DPH-26: Aquarion is proposing to maintain the flat rate for the customers equal to the average residential bill for Aquarion's Eastern Division. Assuming an average customer in the Company's Eastern Division with a 5/8 inch meter using 72,000 gallons of water, at current rates, will have an annual bill of \$515. That equates to \$42.92 per month.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) DPH-27: Provide information regarding any benefits, other than improved water supply and water quality, anticipated to result to former Association customers as a result of the proposed acquisition.

A.) DPH-27: Refer to the response provided for DPH-24.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) RA-1: Provide a copy of the rates or tariffs that the Association charged its members for the last 10 years. Explain how each unit owner is assessed a fee for water service.

A.) RA-1: The Association develops an annual budget based on its fiscal year (July 1 – June 30) and determines an annual assessment to its 55 members based on that budget. Members are billed on an annual basis. The following is a list of the assessments for 2003 – 2013:

Year	Assessment
2002 – 2003	\$400
2003 – 2004	\$400
2004 – 2005	\$450
2005 – 2006	\$500
2006 – 2007	\$500
2007 – 2008	\$500
2008 – 2009	\$500
2009 – 2010	\$500
2010 – 2011	\$600
2011 – 2012	\$700
2012 – 2013	\$475

The Association increased the rate when it was investing to upgrade the system, and then started to lower the rate back to where it was previously as its costs began to re-stabilize. In the event a major unanticipated repair is needed, the Association may issue a special assessment.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

- Q.) RA-2: Provide the revenues collected from unit owners for water service provided to the Association for the last five years. If master metered, provide a copy of the last 12 months of water bills that were billed to the Association.
- A.) RA-2: Please see the Financial Summary for the years 2002-2012, attached as RA Exhibit 2-1.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) RA-3: How many units/service connections does the Association have? Are the units metered? If not, why not?

A.) RA-3: The Association has 55 service connections, none of which are metered. The Association has not made a capital investment to install meters.

Indian Fields Homeowners Association
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: J. McNiff
Page 1 of 1

Q.) RA-4: Is there any public or private fire protection to the Association? If so, how many hydrants or sprinklers are there? What is the cost to the Association to provide fire protection?

A.) RA-4: The Brookfield Fire Department provides fire protection to the homes within the Association. IFHA does not have information with respect to the Department's fire protection facilities, although it is aware that the Department does use a pipe to draw water from the Association's pond property, which as noted in the response to DPH-9 is excluded from the sale to Aquarion. The Association does not incur a cost for fire protection.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

Q.) RA-5: If the Association's customers are unmetered, does Aquarion plan on metering these customers? If not, why not?

A.) RA-5: The Indian Fields customers are unmetered. Upon approval of the acquisition of the assets of Indian Fields water system, Aquarion will evaluate the timing and funding for changing the customers to meters.

Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

- Q.) RA-6: If large capital improvements are necessary to update the Association's System, will Aquarion assess a surcharge to cover the costs of the required updates? If not, why not? Explain.
- A.) RA-6: Following the closing of the acquisition and development of first hand operations experience, the priority of repairs and improvements will be evaluated, developed and included within the Company's capital budgeting process.
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Aquarion Water Company of Connecticut
Response to Interrogatories

Docket No: 13-02-04
March 28, 2013

Witness: D. Morrissey
Page 1 of 1

- Q.) RA-7: Provide a copy of the proposed rates and tariffs that would apply to the Association's customers upon acquisition.
- A.) RA-7: Refer to RA-7 Attachment A for the proposed rate and tariff and the Company response to DPH-26. The Company is proposing that its existing rules and regulations and schedule of miscellaneous charges be applicable to the former Indian Fields Homeowner Association("IFHA") customers.
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Constitution and by-laws of
Indian Fields Homeowners Association
Brookfield, Connecticut 06804

July 09, 2009

Article 1 – Name and Location

The name of the Tax District shall be Indian Fields Homeowners Association (the "Association") mailing address c/o J A Roesch & Associates, 246 Federal Rd, Suite D24, Brookfield, CT 06804 with primary facility located at 79 Obtuse Rd South , Brookfield, CT 06804.

The boundaries and location of the Tax District shall be all that area as shown and designated on a certain map entitled "Indian Fields, Section 1, Scale 1" = 100', Dated October 27, 1965, Certified Substantially Correct, Charles J. Osborn, R.L.S., New Milford, Connecticut", as amended, which map is on file in the office of the Town Clerk of the Town of Brookfield, in Map Book 6, at Page 109, to which reference may be made.

"As amended", in the above paragraph refers to, but is not limited to, the following revisions.

1. A certain map entitled, "Indian Fields, Section 1A, 1" = 100', Dated October 8, 1972, Certified Substantially Correct, C. James Osborn, R.L.S., New Milford, Connecticut", which map is on file in the office of the Town Clerk of the Town of Brookfield, in Map Book 9, at page 35, to which reference may be made.
2. A certain map entitled, "Revised Map of Lot 17, Indian Fields, Scale 1" = 40', Dated February, 1968, Certified Substantially Correct, K.W. Rogers, Surveyor", which map is on file in the office of the Town Clerk of the Town of Brookfield, in Map Book 7, at Page 65-1, to which reference may be made.

Article 2 – Purpose

The Association is formed in accordance with Chapter 105 of the General Statutes, State of Connecticut, Sections 7-324 to 7-327, inclusive to:

- A. Plan, layout, acquire, construct, maintain, operate and regulate the use of the Boulder Springs Water Company (the "Water System") and associated real properties and equipment.
- B. Receive funds for the operation and maintenance of the Water Systems through a special taxing district in the Town of Brookfield.
- C. Provide a properly authorized body for the receipt and allocation of capital funds to be used for improving the Water System as the Association determines necessary.
- D. To lay and collect taxes, specifically exempting from taxation any taxpayer, owner or resident within the Association not physically connected to the Water System.

Article 3 – Membership and Voting

Section 1. A regular member shall be any owner of property located within the Association and connected to the Water System.

Section 2. There shall be one vote for each property connected to the Water System. Regarding joint or multiple ownership, each owner is entitled to exercise a fractional vote based upon their percentage of ownership. It is the responsibility of joint or multiple owners to advise the Association of the percentage of ownership of each owner.

Section 3. An associate member shall be a tenant or owner of property located within the Association but not connected to the Water System.

Section 4. An associate member cannot vote.

Section 5. No Officer, director or members shall seek or accept any compensation, real or in kind, for services performed or agreements made in conduct of business in the name of the Association without prior approval of the Board of Directors.

Article 4 – Fiscal Year

Section 1. The Fiscal year shall begin July 1 and end June 30 of the following year.

Section 2. An Annual Budget shall be prepared by the Budget Committee and presented at the Annual Meeting for approval.

Article 5 – Directors

Section 1. NUMBER. The affairs and business of the Association shall be managed by the Board of Directors, consisting of five (5) Directors and four (4) Officers. Article 6 explains the Officer designations, term, election, duties and responsibilities. All Directors and Officers shall be regular members.

Section 2. ELECTION. The Directors of the Association shall be elected by an affirmative vote of the majority of the eligible voters present at the Annual Election as outlined in Article 7.

Section 3. TERM OF OFFICE. Officers will serve a term beginning July 1 and ending June 30 of the following year. Directors will serve three year terms, the year beginning July 1 and ending June 30 of the third year.

Section 4. DUTIES OF DIRECTORS. The Board of Directors shall have control and general management of the affairs and business of the Association. Such Directors shall in all cases act as a Board, regularly convened, by a majority, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Association as they may deem proper, not inconsistent with these by-laws.

Article 5 – Directors (Continued)

Section 5. DIRECTORS MEETINGS. Regular meetings of the Board of Directors shall be held quarterly or at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President or the Secretary upon the written request of two (2) members of the Board or in an emergency at the President's discretion.

Section 6. NOTICE OF MEETINGS. Notice of meetings, other than the Annual Meeting, shall be given each Director.

Section 7. QUORUM. At any meeting of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business, but in the event of a quorum not being present, a lesser number may adjourn the meeting to some future time, not more than 30 days later.

Section 8. VOTING. At all meetings of the Board of Directors, each Director and Officer is to have one vote.

Section 9. VACANCIES. Vacancies occurring between Annual Meetings shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors and Officers, after submission of nominations by the Nominations and Election Committee as explained in Article 7.

Section 10. REMOVAL OF DIRECTORS. Any one or more of the Directors may be removed for cause by a majority of vote at any Board of Directors meeting called for that purpose, at which a quorum is present.

Section 11. A member of the Board of Directors who is absent from three consecutive meetings, (A meeting being described as one which is officially opened and closed by the President or any other Officer of the Association acting in his behalf) of the Board shall automatically cease to be a member. Reinstatement shall be made by secret ballot of the Board.

Section 12. The Board of Directors shall have the power to make rules and regulations for the conduct of members relative to the use of property of the Association to create such committees with such duties as may be deemed necessary and to confirm or reject appointments to committees made by the President.

Article 6 – Officers

Section 1. The Officers of the Association shall be:

1. President
2. Vice President
3. Treasurer
4. Secretary

The president may appoint other aides such as Recording Secretary and Corresponding Secretary. They are not members of the Board of Directors; therefore, they are not entitled to vote.

All officers are subject to election by the membership.

Article 6 – Officers (Continued)

Section 2. ELECTION. A Nominations and Elections Committee, appointed by the President, shall nominate the candidates and cover the elections procedures, in addition to which nominations from the floor will be accepted as outlined in Article 7.

Section 3. TERM OF OFFICE. All Officers shall be elected for a one year term.

Section 4. DUTIES OF OFFICERS. The duties and powers of the Officers of the Association shall be as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors and members.

Present at each Annual meeting a report of the condition and business of the Association.

Call regular and special meetings of the members and the Board of Directors in accordance with these by-laws.

Appoint and remove, employ and discharge, and fix the compensation of all servants, agents, employees, consultants and clerks of the Association other than the duly appointed Officers, subject to the approval of the Board of Directors.

Sign and make all contracts and agreements in the name of the Association, subject to the approval of the Board of Directors.

Insure that the books, reports, statements, and certificates required by the Statutes are properly kept, made and filed according to law. Listing of items, dates due & owner required

Sign or countersign all checks subject to the approval of the Board of Directors or membership as appropriate.

Countersign certificates of stock, notes, debentures, bonds, etc.

Act as official spokesman for the Association in all dealings with outside parties.

Enforce these by-laws and perform all the duties incident to the position and office and which are required by law.

Establish and maintain a system for keeping all members of the Association informed by working with the Secretary to publish meeting minutes and project updates to all Association members.

VICE PRESIDENT

During the absence and inability of the President to render and perform the duties or exercise the powers as set forth in these by-laws, or in the acts under which this Association is organized, the same shall be performed and exercised by the Vice President. When so acting, the Vice President shall have all the powers and be subject to all the responsibilities hereby given to or imposed upon the President. Additionally, the Vice President may countersign any check drawn by the Association.

Article 6 – Officers (Continued)

TREASURER

Be responsible for the care and custody of funds and securities of the Association and deposit all such funds in the name of the Association in such bank, trust company, or safe deposit vaults as the Board of Directors may direct or designate.

Make, sign, and ensure proper co-signature of, and issue in the name of the Association all checks, drafts, and orders for the payment of funds, under the direction of the President and the Board of Directors.

Sign certificates of stock, notes, debentures, bonds, etc.

Present to the Board of Directors all communications addressed to the Treasurer officially by the President and any Officer or members of the Association or any other communications which should be brought to the attention of the Board of Directors.

Exhibit at all reasonable times his books and accounts to any Director or member of the Association upon application in writing.

Render a statement of the condition of the finances of the Association at each regular meeting of the Board of Directors and a full report at the Annual Meeting.

Keep correct books of account of all the Association's business and transactions and such other accounts as the Board of Directors may require.

SECRETARY

Be the custodian of the records.

Maintain a register of membership and voting eligibility. Update annually prior to the June billing and annual meeting.

Keep the minutes of the regular meetings, both of the Association and the Board of Directors, in appropriate books. These minutes shall be read at all regular meetings of each body.

Give and serve all notices of the Association.

Attend to all correspondence and perform all the duties incident to the office of Corresponding Secretary.

Section 5. VACANCIES. All vacancies in any office shall be filled for the unexpired portion of the term by a majority vote of the remaining Directors and Officers without undue delay at its next regular meeting, or at a meeting specifically called for that purpose, after submission of nominations by the Nominations and Election Committee as explained in Article 7.

Section 6. REMOVAL OF OFFICERS. The Board of Directors may remove any Officer, for cause, by a majority vote, at any time, subject to Article 5, Section 10 of these by-laws.

Article 6 – Officers (Continued)

Section 7. ANNUAL AUDIT. There shall be an audit of the books annually or at the request of the President and the Board of Directors whenever they deem it necessary.

Section 7a - BIENNIAL REVIEW OF DELINQUENT ACCOUNTS. There shall be two reviews of all accounts biannually. Review to be conducted by firm contracted for accounting activities. Reviews will be conducted 65 days after the due date of each of the two annual billings. Termination notice will be sent to a customer whose account is 64 days past due. Such accounts will be considered delinquent. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice and are subject to Section V of the Rules and Regulations for Discontinuation of Service.

Section 8. BOND. The Treasurer and President shall, if required by the Board of Directors, give to the Association such security for the faithful discharge of his duties as the Board may direct.

Article 7 – Nominations and Elections

Section 1. PROCEDURE. The President shall appoint a Nominations and Elections Committee for all openings in the Board of Directors and Officers. This committee shall be comprised of two members in good standing for the sole purpose of conducting the nominations and election. Nominations for an unexpired term of a vacated Director or Officer shall be submitted to the Board of Directors at the next regular or special meeting. Nominations for the Annual Election shall be submitted to the membership at the Annual Meeting, at which time additional nominations may be made for the floor. All nominees must be regular members in good standing. All nominees must accept their nomination either in writing or in person at the time of election or nomination. The Nominations and Elections Committee is only responsible for submitting one (1) nominee for each vacant office.

The annual Election shall be determined by an affirmative vote of the majority of the eligible voters present in the annual meeting. The new officers and directors shall assume their positions on July 1.

Article 8 – Meetings and Order of Business

Section 1. ANNUAL MEETING. The Annual Meeting of the membership shall be held in the Town of Brookfield, during the second quarter of the calendar year. The Secretary shall serve a written notice at least ten (10) days before such meeting, addressed to each property located within the Association. The Annual Budget for the forthcoming fiscal year shall be discussed and approved at the Annual Meeting.

Section 2. SPECIAL MEETING. Special meetings other than those required by the by-laws, may be called at any time by a majority of the Board of Directors. Notice of such meeting stating the purpose of the meeting for which it is called, shall be served by written notice not less than ten (10) days before the date for such meeting. Members can request that the President or the Board of Directors call a special meeting of the association whenever so requested in writing by members representing not less than 25% (fourteen members) of the total membership. No business other than that specified in the call for the meeting shall be transacted at any special meeting of the members.

Article 8 – Meetings and Order of Business (Continued)

Section 3. QUORUM. The presence of sufficient members to cast the equivalent of ten (10) votes shall be necessary to constitute a quorum for the transaction of business at any meeting, but a lesser number may adjourn to some future time not less than ten (10) or more than thirty (30) days later, and the Secretary thereupon shall give at least five (5) days notice to each member eligible to vote who was absent from such meeting.

Section 4. VOTING. At all meetings of the members, all questions and manner of deciding what is not specifically related to the call for the meeting as well as all motions shall be determined by a majority vote of the eligible voters present.

Section 5. ORDER OF BUSINESS. The Order of Business of all meetings of the members shall be as follows:

1. The Secretary shall check membership at the door.
2. The call to order.
3. Reading of the minutes by the Secretary of the preceding meeting.
4. Secretary should read the call of the meeting, which is the notice that was posted.
5. Report of Treasurer and other Officers.
6. Reports of Committees.
7. Unfinished Business.
8. New business.

The register of membership and voting eligibility will be at hand at all regular meetings and special meetings. It will be the duty of the Secretary to verify that the person or persons seeking the attention of the Chairman is eligible to be recognized, and appears in the register as a member in good standing.

Article 9 – Committees

The President shall appoint the following standing committees to serve for one year: Maintenance and Capital Improvement, Membership, Nominations and Election, Budget and such other committees which may, from time to time, become necessary.

Article 10 – Limitation on Contracts and Obligations

No contract or obligation which involves an expenditure in the amount of five thousand dollars (\$5,000) or more in any one year shall be made by the Board of Directors, unless the same is specifically authorized by a vote of the Association, nor shall the Directors borrow money without like authority. In the event of an Emergency, no contract or obligation which involves an expenditure in the amount of five hundred dollars (\$500) or more for a single event shall be made without the prior approval of the President or the Vice President. All other Officers and Directors must be notified of all details of the emergency event in writing within seven days. Any expenditure outside of this policy will be the responsibility of the person authorizing the expense and will not be eligible for payment or reimbursement by the Association.

Article 11 – Special Assessments

During the normal course of operating the water system, the financial condition of the Association may require that a special assessment be made. If the Board of Directors determines that such action is necessary, a recommendation will be submitted to the Association at a special meeting called for that purpose, in accordance with these by-laws. Approval of the Board's recommendation and the authority for expenditure of funds will be by a simple majority of the eligible voters at this meeting.

A special assessment is due and payable in accordance with the terms of the resolution approved by the Association. If payment is not received within sixty (60) days from the billing date, the part of such special assessment which is unpaid shall thereupon be delinquent and shall be subject to interest from the due date of such delinquent special assessment. The interest rate shall be 18% per annum (1 1/2% per month) from the time it became due and payable until the same is paid. This provision shall be effective July 1, 1983 for any special assessments authorized by the Association prior to this date. Interest on such delinquent special assessments shall be calculated from July 1, 1983.

Article 12

The Association shall charge customers of the Water System at a flat rate basis. Those members who are not physically connected to the Water System, as determined by an inspection by the Town Sanitarian, will not be charged a water tax. The annual water tax shall be determined by dividing the total Annual Budget (including recurring and non recurring expenses) by the number of households connected to the Water System.

The annual water tax shall be due and payable in two equal installments on July 1 and January 1 of each fiscal year. If payment is not received before thirty (30) days from the billing date, that part of such installment as is unpaid shall thereupon be delinquent and shall be subject to interest from the due date of such delinquent installment. The interest rate shall be 18% per annum (1 1/2% per month) from the time it became due and payable until the same is paid. This provision shall be effective July 1, 1983 for any installments authorized by the Association prior to this date. Interest of such delinquent installments shall be calculated from July 1, 1983.

Article 13 – Amendments of by-laws and General Statutes

Section 1. AMENDMENT OF BY-LAWS. These by-laws may be altered, amended, repealed, or added to by an affirmative vote of a majority of the eligible voters present at the Annual Meeting, or at a special meeting called for that purpose, provided that a written notice shall have been sent to each member ten (10) days before the date.

Section 2. GENERAL STATUTES. Insofar as these by-laws or any amendments thereto limit or conflict with the General Statutes of the State of Connecticut or any amendment, addition, repeal or alteration thereto, said General Statutes and its amendment, addition, repeal or alterations shall govern.

Attachment 5

RULES AND REGULATIONS

INDIAN FIELDS HOMEOWNERS ASSOCIATION

Primary facility located at 79 Obtuse Rd South, Brookfield, CT 06804

Mailing address:

c/o J A Roesch & Associates, 246 Federal Rd, Suite D24, Brookfield, CT 06804

SECTION I CONTRACT

The following rules and regulations and all subsequent changes in same, or amendments and additions thereto, constitute a part of the contract with every person, corporation, or property owner supplied with water by Indian Fields Homeowners Association. Each such person, corporation, or property owner using such supply shall be considered as having expressed consent to be bound thereby. The meaning and applications of these rules and regulations shall be determined and interpreted by the Indian Fields Homeowners Association.

SECTION II DEFINITIONS

"Premise" or "Premises" is defined as a building under one roof owned by one party, jointly, or by multiple parties and occupied as one residence by one family.

The meaning and application of word "Premise" or "Premises" shall be determined and interpreted by the Indian Fields Homeowners Association.

"Customer" is defined as the owner, or owners, of the property contracting for water service.

"Association" as used herein is the Indian Fields Homeowners Association.

"Service" or "Services" as used herein shall be defined as: the water pipe, from the shut-off valve located near the water main in the street or public highway, or on the owner's property, up to and including the first control valve inside the premise.

SECTION III APPLICATIONS

(A) All applications for any use of water must be made to the Association by the owner of the premise to be supplied or by his/her authorized agent, who may be his/her plumber. The applicant shall be subject to the rules and regulations of the Association and agrees to connect the proposed building or premises with the water service within three (3) months from date of application. The applicant must show a permit from the Town of Brookfield.

(B) No contractor, builder, mason, or any other person shall use water provided by the Association for building purposes, unless such party shall have made application to the Association verbally or in writing. Permits or receipted bills showing the payment for such use must be shown on the job upon request of any employee or Officer of the Association.

(C) Applications for extension of mains must be made to the Association.

SECTION IV
GENERAL RULES

(A) No owner, tenant or customer without special written permission from the Association, shall supply water, whether metered or otherwise, to other persons or permit any connections to be made on their premises for the supply to other premises, whether or not such other premises be owned by him/her or another party.

(B) Employees and/or Officers of the Association shall have free access to premises at all reasonable hours for the purposes of inspecting all plumbing connections, fixtures and mains, collecting water samples for testing, and such other purposes as are necessary under these rules. The customer may request proper identification from Association employees and/or Officers before permitting entry to their premises.

(C) All owners, leasees, agents, tenants and users of water service must keep their pipes, valves and fixtures in good working order and repair and protected from frost at their own expense and are liable for any damage resulting from failure to do so.

(D) In cases of water shortage as determined by a vote of the Board of Directors, the washing of cars and watering of lawns or gardens is prohibited. The filling of swimming pools is prohibited, except as approved by the Board of Directors of the Association.

(E) Water must not be left running to prevent freezing. All unnecessary waste of water must be avoided.

(F) Water will not be supplied to any premises where the pipes used to convey or distribute water are so connected, whether directly or indirectly, so as to receive water from any source other than that furnished by the Association. Any exception to this rule must be approved by the Board of Directors of the Association.

(F2) Whenever any possible physical connection, direct or indirect, is found to exist between any private system and the Association's system, the Association's water supply will be shut off from the premises until such connection is completely disconnected.

(F3) A CROSS CONNECTION between the Association's system and ANY OTHER WATER SUPPLY and the use of any other water supply for drinking and for personal or domestic purposes is subject to Regulations of the SANITARY CODE OF THE STATE OF CONNECTICUT as issued by the State Department of Health, to which reference is hereby made.

SECTION IV - GENERAL RULES (continued)

(F4) Physical disconnection from the Association's system must be done at the customer's expense by cutting and removing a section of the service pipe outside the foundation wall. Water usage will be billed to those premises which are not physically disconnected.

(G) It is recommended that customer and other complaints should be made in writing, and addressed to the Board of Directors of the Association so proper records can be kept of the nature of such complaints and action taken. However, oral complaints will be accepted.

(H) Any person or persons trespassing upon, marring, defacing or committing a nuisance on the Association's property will be prosecuted under the law.

(I) Whenever the supply is terminated for non-payment of a delinquent bill, it will not be restored until the outstanding water bills are paid in full.

(J) A termination notice will be sent to a customer whose account is 64 days past due. Such accounts will be considered delinquent. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.

SECTION V DISCONTINUATION OF SERVICE

1. Refusal or discontinuation of service by a water company is restricted by certain provisions of Connecticut General Statutes and of the Connecticut Public Utilities Control Authority's "Rules and Regulations Concerning Termination of Electric, Gas, Water and Sewage Utility Service." Copies of the applicable statute and of the DPUC publication are available for inspection.

Termination proceedings may be started by the Association for any of the following reasons, and carried out subject to the aforementioned restrictions: service may be terminated without notice, again subject to certain restrictions, for reasons (a), (b), (c) and (d) below:

- a) A condition determined by the Association to be hazardous.
- b) Failure by a customer to comply with the terms of any agreement whereunder the customer is permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure by such a customer simultaneously to keep his/her account for water service current as charges accrue in each subsequent billing period.

SECTION V - DISCONTINUATION OF SERVICE (Continued)

- c) When the Association has discovered that by fraudulent means a customer has obtained unauthorized water service or has diverted the water service for unauthorized use or has obtained water service without same being properly registered with the Association.
 - d) When the Association has discovered that the furnishing of water service would be in contravention of any orders, ordinances or laws of the Federal Government or of the State of Connecticut or any political subdivision thereof.
 - e) Non-payment of a delinquent account provided that the Association has notified the customer of the delinquent account.
 - f) Failure of the customer to furnish such service, equipment, permits, certificates or rights-of-way as shall have been specified by the Association as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
 - g) Failure of the customer to permit the Association reasonable access to its equipment during normal working hours.
 - h) Failure or refusal of the customer to reimburse the Association for repairs to or loss of Association property on his/her property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or his/her agents.
 - i) Customer use of equipment in such a manner as to affect adversely the Association's equipment or the Association's service to others.
 - j) Tampering with the equipment furnished and owned by the Association.
 - k) Violation of or non-compliance with the Association's Rules and Regulations.
 - l) Fraud or material misrepresentation by a customer in obtaining water service.
2. A termination notice to a customer whose account is delinquent will be mailed no earlier than 64 days after mailing the original bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.

SECTION V - DISCONTINUATION OF SERVICE (Continued)

3. The Association will not terminate service to a customer:
 - a) If the customer has filed an unresolved complaint or dispute with the Association and/or the Department of Public Utilities Control. Such complaint must be made to the Association within seven days of the receipt of a termination notice.
 - b) If there is known to be serious illness in the home of a customer. The Association must be notified by a doctor within seven days of the customer's receipt of a termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The notice must be renewed every 30 days or the last day of the period specified by the physician as to the length of the illness. The customer is required to make a reasonable arrangement with the Association to pay the delinquent part of the bill and to pay all future bills on a current basis while the illness continues.
 - c) On the day immediately prior to a weekend or holiday.

SECTION VI
PRESSURE AND CONTINUITY OF SUPPLY

1. The Association will endeavor to give notice to all users affected by intended increase or decrease of pressure, but will assume no responsibility for damage resulting therefrom.
2. It is understood and agreed that the Association does not guarantee any specific pressure or continuity of its service.
3. In high level sections where pressure is low the customer shall, if he/she desires a higher pressure than that furnished at the mains of the Association, install at his/her own expense a tank and/or booster pump of a type and installation acceptable to the Association.
4. Where the pressure to a customer's premises is greater than he/she wishes, or greater than the capacity of the relief valve, it shall be his/her responsibility to install the proper regulating device to reduce the pressure to the extent desired.

SECTION VII SERVICE PIPES

The following are subject to the building and other codes of the State of Connecticut and local authorities:

1. As referred to herein, service means: the water pipe, from the shut-off valve located near the water main in the street or public highway, or on the owner's property, up to and including the first control valve inside the premise wall. The Association, or a mechanic recognized by the Association, shall be responsible for tapping of the main and furnishing the shut-off valve for which a reasonable charge may be made. All service connections shall include a shut-off valve nearest the water main and a control valve nearest the premise wall.

2. The customer at his/her own expense shall furnish, install, and maintain the service pipe from the shut-off valve to the place of consumption and shall keep it in good repair and in accordance with the reasonable requirements of the Association.

3. For new service connections, the Association shall, with the cooperation of the customer, make an inspection of the customer's pipe in order to determine that it complies with Association's requirements.

4. Service pipes must be laid 4' below the established street grade and 4' below the surface from street line to cellar wall of the building. If, at any time, the grade is cut so that any part of the service pipe is covered less than 4' the owner shall lower same before freezing weather occurs.

5. No taps will be installed until the building to be supplied is started.

6. Service pipes must be installed in as straight a line as possible from the water main to the building to be supplied at a right angle to said water main and in front of said building. Any deviation from these rules must be approved in writing by the Association BEFORE installation.

7. A separate tap connection and service must be provided for each premise.

8. Any arrangement other than that included in the above must be approved by the Association, a special contract signed covering same, and where more than one building is involved, there must be independent shut-off valves for each building.

SECTION VII - SERVICE PIPES – (Continued)

9. Specifications for Service Materials:

a) Size and type of service pipe allowed: Type K Copper tubing with flared joint – MINIMUM SIZE 3/4"

Plastic service pipe rated for 160 PSI will be allowed. No galvanized steel or galvanized wrought iron will be allowed. No sweat joints will be allowed underground. However, the Association will allow silver soldered joints.

b) A shut-off valve marked with the word "WATER" shall be of a type approved by the Association.

c) Control valves shall be of a type approved by the Association.

10. When a service is abandoned the property owner must pay the cost of discontinuing the old tap.

11. All service pipes from the main to the place of consumption shall be installed and maintained by the customer or owner at his expense. They shall be left uncovered until inspected by a representative of the Association, which inspection shall be made promptly on request.

12. No tap will be made on asbestos-cement pipe unless a service clamp is also used.

13. A plumber doing work on any water service must have a State License. Before a tap will be installed, the plumber must have a plumbing and excavation permit required by the State or local authorities.

14. No one is permitted to turn water onto any building or part of a building, or do any work in connection with any water service (except repairs) without authority from the Association.

15. No person except an employee or recognized mechanic of the Association will be allowed under any circumstances to tap the main or distribution pipe or insert connections in any way.

16. Water service may be laid in the same trench with other underground utility facilities, except oil or sewer pipes, provided twelve inches of separation in a horizontal plane shall be maintained and provided such arrangements shall be mutually acceptable to the parties concerned.

17. No mains will be tapped where service pipes have been, or are to be laid in same trench with gas pipe, electric or telephone conduit, unless said pipe or conduit is laid on a shelf at least 18 inches off the side of said water trench on unexcavated ground.

SECTION VII - SERVICE PIPES – (Continued)

18. No water service pipe may be installed less than ten feet from septic vault, dry wells, or drain fields, subject to State and/or local sanitary codes.

19. When service pipes are installed, they should be properly bedded to accommodate any settlement. In back-filling, the back-fill should be tamped under the pipe and one foot over the pipe.

20. The Association reserves the right to deny customer's application for service should, in the judgment of the Association's engineer, State or local authorities, such additional connection and special equipment adversely affect the Association's water service to its present customers being served from its mains.

21. Where new mains are installed by the Association to replace older mains to be abandoned, the Association will tap the new main for customers free of charge.

SECTION VIII BILLING

(A) Bills for service at the annual flat rate shall be rendered semi-annually, on January first and July first of each year. Adjustments to the bills can only be made annually prior to the beginning of the fiscal year and based on historical recurring and non recurring expenses.

(B) Jobbing bills (piping and connections) are payable in thirty days provided proper credit relations are maintained with the Association, otherwise such work is payable in advance.

(C) Payments due on water main extensions are governed by the Agreement.

(D) Service deposits are due from date rendered.

(E) Rate schedules will be furnished on request.

(F) Even though notice of VACANCY has been given by the customer, no responsibility for any damages to the premises of customer's piping, service line or plumbing and heating system, hot water tank, fixtures, interior furnishings or damages of any nature are assumed or implied by water service being left on for customer's convenience.

SECTION IX COLLECTIONS

- A. Delinquent Accounts are defined in SECTION IV GENERAL RULES letter (J)
- B. All collection activities (including termination notice preparation & delivery and all communication) is the sole responsibility of the firm contracted for accounting activities.
- C. No officer, director or Association member shall be permitted to conduct collection activities. This includes Termination Notice delivery, Collection calling or visits to delinquent accounts.

SECTION X SUPPLIERS/VENDORS

- A. Only approved suppliers can be used for services or to supply water to the association. Approved Suppliers are:
 - System Service:
Foley's Pump Service
30 Miry Brook Rd
Danbury, CT 06810
203-792-2236
 - Water Supplier:
Nejame & Son
91 South Street
Danbury, CT 06810
203-743-4663After hours emergency water delivery contact:
 - George at (203) 948-6910
- B. In the case of an Emergency, ONLY the President or in his/her absence the Vice President can authorize the use of non approved suppliers to provide services or supply water to the association.
- C. Additional water suppliers may be added to the supplier list after review of Foley and the board of directors. Any new supplier must obtain water to be delivered from a municipal system and not from a private well system. Municipal water is properly treated to meet state requirements for safety and ensures that contaminate free water is delivered to the system/association.

The Association's Rules and Regulations may be altered or amended from time to time, and are on file with the appropriate regulatory bodies of the State of Connecticut, if required.

Dated this ninth day of July, 2009.

INDIAN FIELDS HOMEOWNERS ASSOCIATION

Primary facility located at 79 Obtuse Rd South ,
Brookfield, CT 06804

Mailing address:
c/o J A Roesch & Associates,
246 Federal Rd, Suite D24,
Brookfield, CT 06804

12/98

Indian Fields

Hanscomms map = 5/3/1972

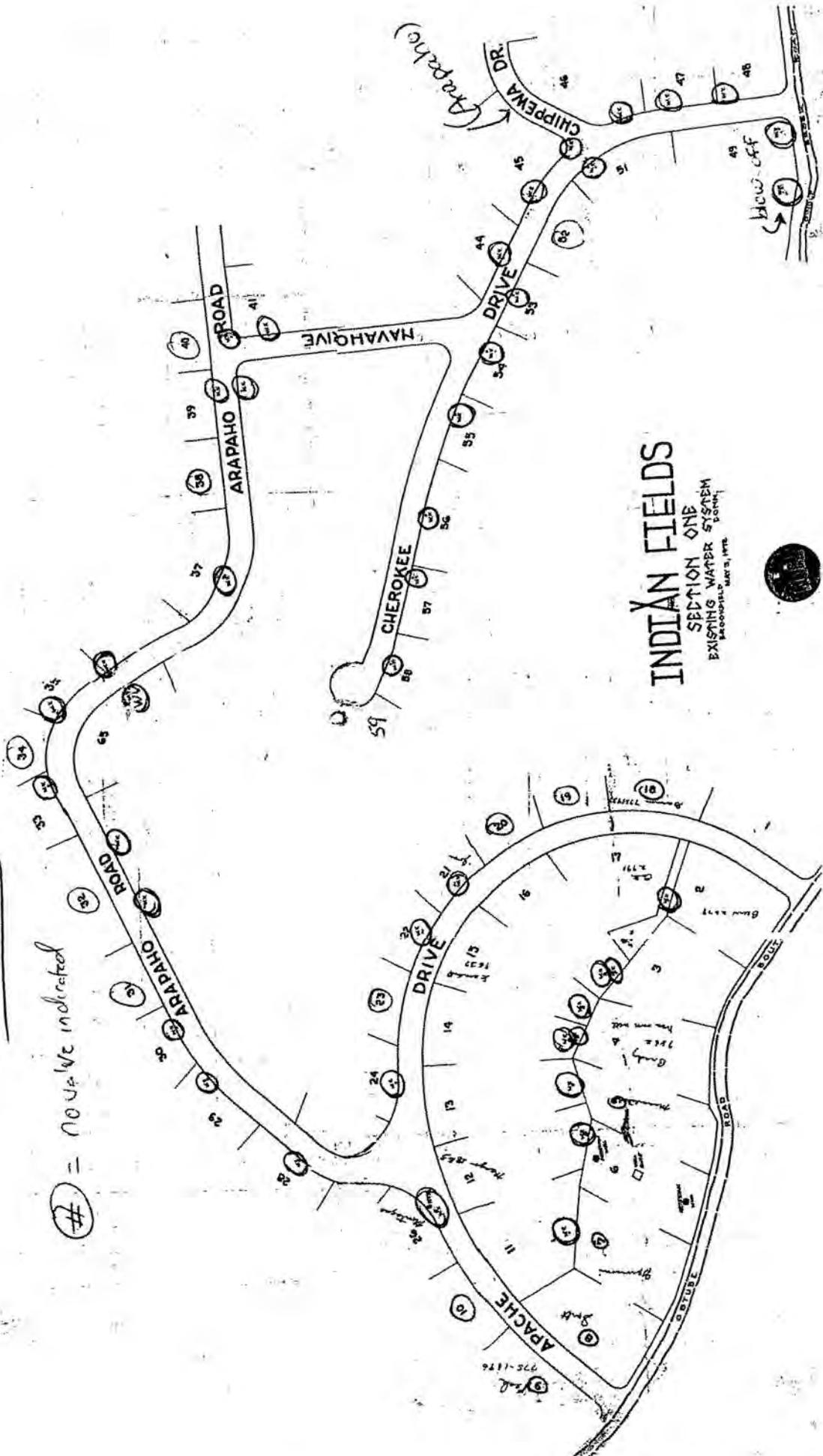
forwarded to me

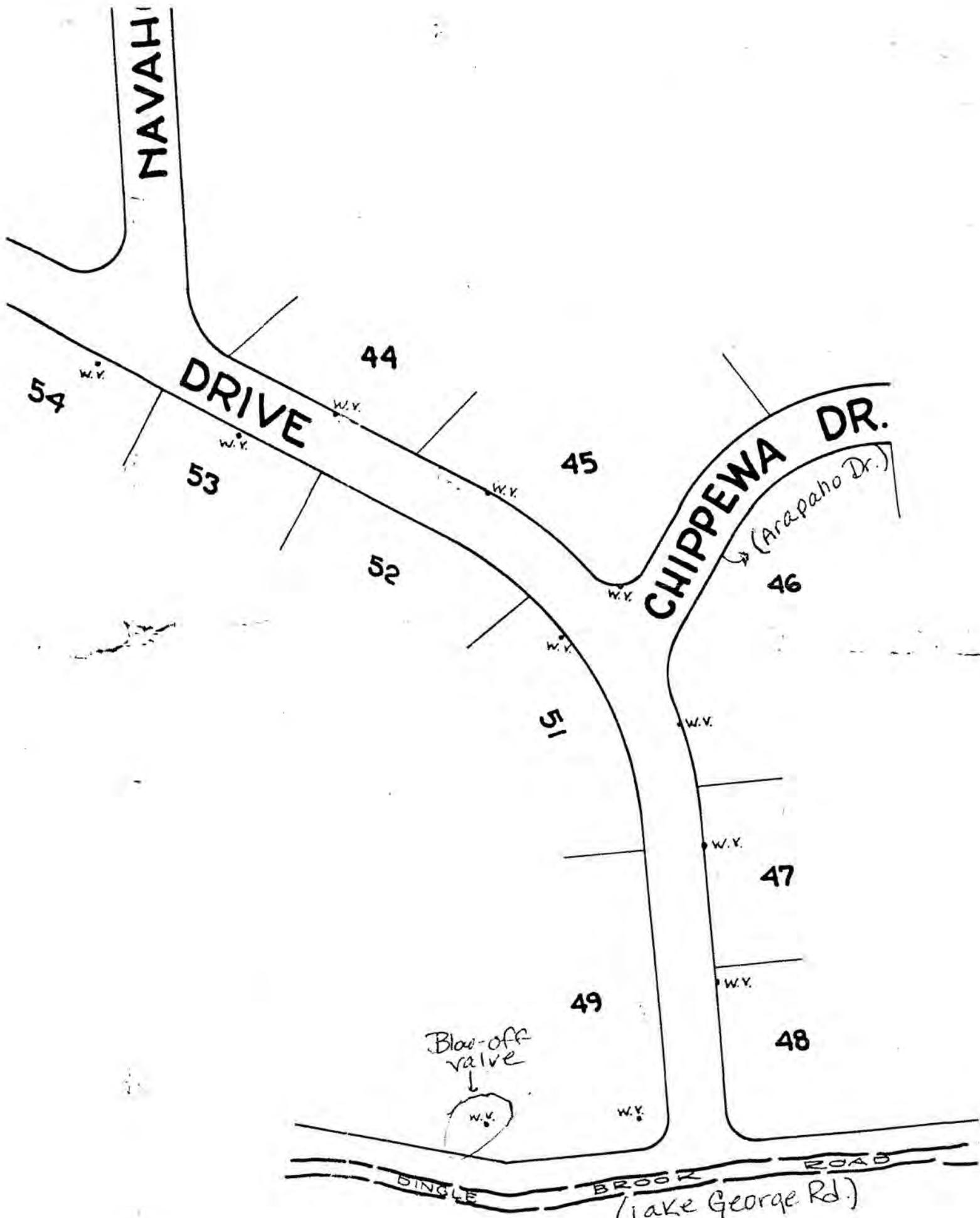
by C. Malek (12/98)

Shut off values = w.v.

as of 1972

= no value indicated





IFHA Resolutions for Aquarion Transaction

WHEREAS, a special meeting of the Indian Fields Homeowners Association ("IFHA") was duly noticed and held on October 11, 2012; and

WHEREAS, at such meeting a quorum of IFHA property owners was present, and by majority vote of said property owners the following resolutions were adopted:

RESOLVED, that IFHA be and hereby is authorized to sell the assets comprising its water system, including associated real property, pump houses, storage tanks, wells, distribution mains and related assets (the "Water System"), but not including the real property comprising the four-acre pond, to Aquarion Water Company ("Aquarion"), in consideration for (a) Aquarion's payment to IFHA of \$38,500.00, and (b) Aquarion's agreement to (i) install, at its expense, water meters for each residence currently served by the Water System, (ii) charge each customer's residence for water service based on a fixed annual fee until such time as a water meter is installed for such residence, and thereafter to charge based on its prevailing rate schedules, and (iii) assume responsibility for all Water System operations, maintenance, capital expenditures and upgrades as of the date of closing.

RESOLVED, that IFHA's President Jeff Papsin or his successor be and hereby is authorized and directed to execute and deliver to Aquarion, in the name and on behalf of IFHA, a purchase and sale agreement based on the terms of the transaction presented at such meeting ("Transaction"), and to execute and deliver all such other instruments, documents and agreements necessary or desirable to consummate the Transaction and to effect the sale of the Water System, in each case in such manner as he may deem appropriate or advisable in his sole discretion, and to do all such other things as he may from time to time deem necessary or desirable, in his sole discretion, to carry out the purpose and intent of this and the foregoing resolution.

Dated: Oct. 11, 2012

Tom Fisher
Secretary

Minutes of June 27, 2012 Indian Fields Homeowners Assoc.

From: **Indian Fields** (indianfields@hotmail.com)
Sent: Fri 6/29/12 11:42 AM
To: Indian Fields (indianfields@hotmail.com)
Bcc: Ana Piquero (apiquero@yahoo.com); Anna Cadena (cometpup5@aol.com); Anne-Neil Gardner (ctgardeners@sbcglobal.net); Bennett Giannini (bengiannini@charter.net); Blake Reuter (blakereuter@sbcglobal.net); Bob-Linda Mitten (rmm0154@aol.com); Brian J. McDonald (bjm9cm@charter.net); Brian Davidson (sharondavidson@att.net); Brian Kalinski (briankalinski@sbcglobal.net); Bruce-Barbara Voutas (barbvoutas@aol.com); Bruce Tirri (bat1st@aol.com); Catrina-Adam Vickery-Levin (catrinavickery@gmail.com); David-Erin Sweet (david_sweet@sbcglobal.net); Donald Walters (waltersdonald@sbcglobal.net); Eric Sullender (eric@esullender.com); Gavin McGorty (gmcgorty@sbcglobal.net); H. Ascher Sellner, M.D. (hasellner@gmail.com); Jeff Papsin (jpapsin@charter.net); Jerry-Nancy Rekart (rekart@earthlink.net); Joseph-Marni McNiff (mcniff_j@yahoo.com); Kari Cappiello (kcappiello3241@att.net); Kevin Sheehan (kevin.sheehan@hotmail.com); Kimberly-Mark Abramski (fourski@att.net); Kris Galda (kgalda@sbcglobal.net); Linda Kaalman (lmacdonaldkaalman@yahoo.com); Logan Sullender (logan.sullender@gmail.com); Mark-Stacy Labadia (ml8thmevol@hotmail.com); Michael Spennicchia (spenic22@aol.com); Mike and Laura Del Valle (valdee55@aol.com); Peg-Charles Peterson-Gereg (pegamc@yahoo.com); Richard-Betty Guman (pgpgrphcs@aol.com); Richard-Catherine Malek (malekrca@aol.com); Richard-Catherine Malek (rmalek@amphenolrf.com); Richard-Gina Cardita (ditafamily@sbcglobal.net); Rick Damo (rickd9@sbcglobal.net); Robert Faurote (robert.faurote@gmail.com); Ron Lombardo (lombardo.ron@sbcglobal.net); Rowland-Pauline Bankes (r.bankes@att.net); Sam-Diane Heelan (heelan4@aol.com); Simon-Linda Kaalman (simonk_klammer@yahoo.com); Steve Marcisz (spm313@yahoo.com); Thomas-Jennifer Murphy-Laden (murphyladen@aol.com); Thom-Sara Petriccione-Young (devsfan27@aim.com); Tom Fisher (tomvfisher@earthlink.net)

To all Homeowners;

The president, Jeff Papsin called the meeting to order at about 7:10PM. 22 Homeowners were present. 4 of the homes had 2 members present. For voting purposes 18 homeowners were represented.

During last year's annual homeowners meeting, some of the homeowners asked if we would look into the possibility of one of the local public water companies to potentially take over running our water system. The president reviewed the current status of inquires along with the preliminary purchase offer from Aquarion Water Co. Since there were still many questions about Aquarion Water Co. and their proposal that were not satisfactorily answered or fully understood, after much discussion with the homeowners, the homeowners unanimously agreed to authorize obtaining legal assistance to get answers and an appraisal of our water system. Once the diligence is completed, a homeowners meeting to review the Aquarion Proposal will be scheduled, if it appears desirable to the officers and the board members.

The secretary, Tom Fisher, proposed to have installation of a new chlorine analyzer and an automatic monitoring and data log system to allow Foley's to monitor key operations of our water system from their office on a daily basis. Tom explained how much volunteer service time he puts in every day and that he would like to stop doing all the volunteer work. The proposal for the installations was not approved based on cost and the potential sale of our water system, but 8 homeowners volunteered to help Tom with his daily volunteer services. Tom will contact them to setup multiple volunteer assistance.

The treasurer, Dick Guman, had given everyone present an association financial review of the Fiscal year July 1, 2011 through June 27, 2012. It showed all the expenses and homeowner deposits for the year. A financial summary for fiscal years 2003-2012 and estimated 2013 was also attached. A motion was made by one of the homeowners to reduce the January assessment from \$350 semiannual to \$250 semiannual starting in January 2013. After discussion with the homeowners, 17 of the 18 homeowners approved that the January 2013 assessment be reduced to \$250 per homeowner under the condition that between now and January that our expenses remain within our projected budget which will leave approximately a reserve of 12 months operating expenses in our account in the event of an emergency.

The one year reelection of the officers, Jeff Papsin as president, Tom Murphy as vice president, Dick Guman as treasurer, and Tom Fisher as secretary was held and approved unanimously by the attending homeowners.

Peg Peterson was elected to become a Board Member replacing Simon Kaalman who has resigned as a Board Member (since he has moved outside the association).

The meeting was adjourned at about 8:15PM.

Tom Fisher, secretary, (203) 775-5913.

Minutes of the Indian Fields Homeowners Assoc. 2011 annual meeting, June 22, 2011.

The president called the meeting to order at 7:10PM. 11 homeowners were present.

The secretary read the minutes of the June 16, 2010 annual meeting and read a copy of the call to this current meeting delivered on May 31 and June 1st, 2011.

The treasurer handed out to the attendees and reviewed a detailed financial review of the income and costs to the association from July 1, 2010 to June 30, 2011. The handout also contained a Financial Summary of income and costs from FY 2002 through FY 2011 and the estimate costs and income for FY 2012 (July 1, 2011 thru June 30 2012).

The president reviewed and discussed the status of the water system and future projects including installing a controller system to automatically adjust chlorine residual as water volume changes, to install a new automatic chlorine residual analyzer system and also to install an automatic monitoring and data log system to allow Foley's to monitor key operations of our water system from their offices on a daily basis as they do for other water systems that they are the certified operator for. It may be one or two years before these new projects are installed.

The one year reelection of the officers, Jeff Papsin as president, Tom Murphy as vice president, Dick Guman as Treasurer, and Tom Fisher as secretary was held and approved unanimously by the attending homeowners.

One of the homeowner attendees, Peg Peterson, recommended that the association consider having United Water Company take over our water system. This was discussed by the attendees. Total costs and impacts on all homeowners need to be investigated. The president said that this would be something that the board would need to investigate.

The meeting was adjourned at about 7:48PM.

Tom Fisher, secretary, (203) 775-5913.

Minutes of the Indian Fields Homeowners Assoc. 2010 Annual meeting, June 16, 2010

The president called the meeting to order at 7:10PM. 13 homeowners were present. During the meeting a 14th homeowner arrived.

The secretary read the minutes of the Nov. 18th, 2009 special meeting and read a copy of the call to this current meeting delivered on June 1st and 2nd.

The treasurer handed out a detailed summary of expenses from July 2009 through June 2010, a summary of deposits from assessment payments for the fiscal year 2010 and also a financial summary of income, expenses and end of year balances from FY2001 through FY 2010 and also the estimated income, expenses and the year end balance for FY 2011. These reports were reviewed and discussed by the attending homeowners. Because the cash balance remaining was so low the officers and board members had been asked and agreed to make early assessment payments to prevent the association from running out of funds before the end of June. The treasurer also stated the number of homeowners who are delinquent on paying their assessments. He stated the total dollars involved. A motion was made to put a lien on one of the homes since unlike the other delinquent accounts, this homeowner has not been cooperative by accepting and actually making a delinquent assessment payoff plan. The motion to put a lien on the home was approved unanimously.

The president made a motion to increase the January 2011 assessment and future semiannual assessments from \$250 to \$350 per homeowner. After discussion by the attendees, it was approved by 8 out the 14 homeowners.

The president discussed the changes to our insurance plans to better protect the association from losses by improvements to the commercial property coverage, equipment breakdown coverage, commercial general liability coverage and directors and officers liability coverage. The motion was approved unanimously.

A motion was made and approved unanimously to elect for a one year term, Jeff Papsin as president, Tom Murphy as vice president, Dick Guman as treasurer and Tom Fisher as secretary. A motion was made and approved unanimously to elect for a 3 year term as board members, Ron Lombardo, Mark Labadia, Simon Kaalman, Gavin McGorty and Joe MNiff.

A motion to adjourn the meeting was approved unanimously at 8:03PM.
Tom Fisher, secretary, (203) 775-5913.

Minutes of the 5/19/10 IFHA Board Meeting.

The board meeting was held at Jeff Papsin's house. It began at 7:10PM.

Attendance: Jeff Papsin, Tom Murphy, Dick Guman, Ron Lombardo, Gavin McGorty & Tom Fisher.

Dick Guman, treasurer, handed out financial reports and discussed them with the board. His hand outs informed the board of the financial data from July 2009 through the midmonth of May 2010. It also stated the current balances due from the four homeowners who have not yet completely paid their assessments.

Due to the low balance left in the association's checking account it was agreed to have Roesch's office send out the July 1st assessment \$250 as soon as possible to all the board members for early payments and to mail out that assessment to the rest of the homeowners in early June.

The board reviewed the proposed July 2010 thru June 2011 projected budget. It was decided that the July 1st, 2010 assessment would be \$250 per homeowner and that at the June annual IFHA meeting we would propose raising the Jan. 1, 2011 assessment to \$350 per homeowner to avoid running out of funds before June 30, 2011.

The Jennings and the Palicz have not made their committed payments yet this month. If either of them fail to make their committed payments by the end of this month the board will decide whether to put liens on their homes.

The board reviewed Jim Foley's draft response to the State's 3/18/2010 Sanitary Survey Report. The only disagreement was with item#8, Foley to install a proportional flow meter to stabilize the chlorine residual. Estimated cost between \$5000 and \$6000. Although it would be a good control to prevent the continuous current chlorine residual variation, the board wishes to wait until we have sufficient funds to complete the project. In the meantime Tom Fisher will continue to each day monitor and record the chlorine residual readings and to contact Foley's to have a technician come out to adjust the pump to prevent a too high or too low reading.

Tom Fisher forgot to bring up the issue of the election of officers and board members for the IFHA annual meeting in June. However all the current officers and all but one other board members have told Tom they wish to be nominated for reelection. Tom will follow up with Simon Kaalman to get his decision.

Tom Fisher will contact the Brookfield municipal office to reserve a meeting room for the annual meeting in June. The initial proposed date is Wednesday June 16th. Tom will contact the

board members if that date is approved and if not let them know what date is available. Once approved Tom will contact all homeowners to inform them of the meeting date, time and location.

The board meeting was adjourned about 8:05PM.

Tom Fisher, secretary. (203) 775-5913.

Minutes of the IFHA Board mtg., 11/04/09 6:30PM at the Presidents home.

Attendance: Jeff Papsin, Ron Lombardo, Dick Guman, Tom Murphy & Tom Fisher.

The purpose of the meeting was to review the current IFHA bank account, funds available, the state requirement to inspect the old 18,000 gallon water tank, the quote from Foley's to complete the inspection and the requirement and timing of a special assessment to cover the costs.

As of 11/02/09 the current account balance including check #1286 was \$3487.97. Tom Fisher added that a bill from Foley was given to Roesch's on 11/03/09 for \$853.94. This is the bill for the recent repair of a water leak in the tank building. Thus the available balance is reduced to \$2634.03.

A discussion was held to determine the timing and the amount of the special assessment. It was decided to add \$100 to the Jan. 1, 2010 semiannual assessment and thus a total assessment of \$350 per home. Tom Fisher will contact Brookfield Municipal Office to reserve a meeting room for an IFHA Special Assessment meeting to review and approve the special assessment. The target date for the meeting is either Wednesday, Nov. 18 or Thursday, Nov. 19th at 7:30PM, depending on the availability of a meeting room. Tom will then give notice to all homeowners by e-mail or by hand delivery of a paper notice at least ten days prior to the meeting.

Next the board discussed the need to possibly raise the July 1, 2010 assessment to \$350. We agreed that we will set up a Board meeting in May or June to discuss and approve the budget and thus the size of the July 1, 2010 assessment.

The president brought up Max Landesbaum's request to repair and commit to continued maintenance of the pump house property. It was decided that this Spring the board will review and decide on the best alternative to repairing the terrain and continued maintenance and decide on the need for a special assessment or a volunteer program to correct terrain problems and to continue to maintain the property.

Tom Fisher will talk with John Roesch about the need for a lien on 3 Apache and the need for letters to the other two delinquent homeowners.

We have not yet received from Jim Foley the requested list of the costs to replace damaged key equipment. We need these costs to obtain proper insurance. Tom Fisher will follow up with Jim Foley.

-2-

Tom Fisher will also follow up with Kevin and Jim Foley about our request to provide the association with an appropriate sampling plan for annual water testing. At the September 2009 State inspection, the inspector asked for this and we did not have one.

The president also asked Tom Fisher to find out if Foley will allow us to delay paying for the inspection for the old tank until we get enough funds from the Jan. 1, 2010 assessment. Our goal is to have the inspection completed in November 2009.

The meeting was adjourned about 7:20PM.

Tom Fisher, Secretary.

Minutes of the Annual Indian Fields Homeowners Assoc., July 9, 2009.

The meeting was called to order by the president at 7:40PM. 10 homeowners attended the meeting.

The secretary read the minutes of the 5/14/09 Special Assessment meeting. He then reviewed the e-mailing and June 28th and 29th distribution of the notice for this current meeting.

The secretary stated that the annual financial report will be completed shortly by the treasurer when he has all the June '09 expenses documented. The completed report will be either e-mailed or directly distributed to all homeowners.

The vice president reviewed all the proposed changes to the association's Constitution and By-laws and to the association's Rules and Regulations. The changes were then approved unanimously by all the attendees.

The annual election of the officers was reviewed and the following were approved unanimously. Jeff Papsin, President, Tom Murphy, Vice President, Donald Walters, Treasurer and Tom Fisher, Secretary.

The president and secretary reviewed the State requirement that in water systems like ours that backflow prevention valves be installed in each home to prevent contamination of the water system if the system's main tanks become empty due to failure of the well pumps. As the main distribution system runs out of water, the water that is in the homeowners water pipes would drain back into the distribution system. If there was any contaminated water from the homes it would pollute the system and endanger the homeowners downstream from the contaminated water. The cost to remove such contamination could be millions of dollars. We will be communicating the requirement to every homeowner shortly. The primary requirement is to install backflow prevention valves to every threaded hose connection both inside and outside the home.

One of the homeowners stated that the condition of the association's pumphouse and watertank property is totally overgrown and unacceptable to the surrounding homeowners. The president asked the homeowner to discuss the cost of removing the overgrowth and maintaining the property with the contractor who maintains his property which is adjacent to the association's property and to communicate the estimated costs to the secretary. The board of directors would then review the correction of the problem and the costs.

The meeting was adjourned about 8:20PM.

Tom Fisher, secretary.

Minutes of the May 14, 2009 IFHA Special assessment Meeting.

The meeting began about 7:40PM with the attendance of 16 homeowners. The President called the meeting to order and the Secretary read the notice of the meeting which was delivered to the homeowners on May 2, 2009.

Kevin Sheehan, the Vice President, discussed the need to replace the old electrical panel. After much discussion and answering the homeowners' questions, a motion was made to approve the special assessment of \$150 per home. The motion was approved unanimously. The assessment will be mailed to the homeowners in June along with the semi-annual assessment that is due by July 1, 2009.

Prior to adjournment questions were raised about the pressurized water system turnoff today. Since the association did not have knowledge of the location of the individual shutoff valves for the homes on the pressurized water system, the main shutoff valve for the pressurized system located in the pump house was shutdown at 9:30AM to allow a homeowner on the system to have his plumber replace the main shutoff valve in his home. We believed that the system would only be off for as much as an hour. However due to the location of the home where the work was to be done the water was still draining from the distribution system into the house after 1 and a half hours. We were only able to reopen the main shutoff valve by 11:55AM. The homeowners on the pressurized system found the water to be dark when they turned on the water in their homes. The water had to be run for a while to become clear again.

The IFHA secretary stated that he had gone to the Brookfield Municipal Sanitarian's office this afternoon to check the records for IFHA system drawings. He found a drawing that shows the pressurized system has the individual shutoff valves to homes in several locations. Each location contains the shutoff valves for four or more homes. The secretary committed to continue the investigation and to get back to the Board of Directors with a report on how to find and then identify the shutoff locations.

The meeting was adjourned about 8:30PM.

Tom Fisher, Secretary.

(203) 775-5913.

Minutes of the IFHA Board Mtg. April 16, 2009

The meeting began at 7:10PM at Jeff Papsin's house.

In attendance were:

Jeff Papsin, Kevin Sheehan, Dan Walters, Jerry Rekart, Gavin McGorty and Tom Fisher.

The purpose of the meeting was to discuss the failures of the old electrical panel which supports the system booster pumps, air compressor and other items and the need to replace it ASAP.

Having discussed the problems with the panel and Foley's quote to replace it, it was decided to schedule an IFHA meeting to discuss the need for and get approval for a special assessment of \$150 per homeowner to replace the electrical panel.

Tom Fisher will contact Brookfield Municipal Human Resources office to reserve a meeting room for 7:30PM, Thursday April 30, 2009 for the special assessment meeting of the IFHA.

The meeting adjourned at 7:50PM.

Tom Fisher, secretary.

Minutes of the IFHA Board meeting 03/19/2009.

The meeting was held at Jeff Papsin's house starting at 6:30PM

In attendance were: Jeff Papsin, Kevin Sheehan, Jerry Rekart, Ron Lombardo, Mark Labadia and Tom Fisher.

Tom mentioned that Dan Walters had called that morning to let the board know that the current balance in our bank account was \$9400.

Kevin presented and we discussed the system repair projects, short term and long term. We decided to approve the Repair Phase One Minimum Repair Plan. Kevin will propose a 3 payment option with the Foleys with the last payment due by August 15, 2009.

We reviewed the remaining repair projects. We will make a decision on those projects when we meet as a Board prior to the June annual IFHA meeting to review the budget for the fiscal year 2010 which begins on July 1, 2009.

Tom was asked to contact the state to find out if the state still plans to approve funding for water system improvements from the Drinking Water State Revolving Fund (DWSRF).

The inspection of the original tank was discussed and it was decided not to schedule that this time due to the lack of funds available.

There was a discussion about the process of updating the IFHA by-laws. Kevin will work on getting the current documents into word format so that he can forward them to the board members for proposed revisions and additions. The goal is to have the revisions and additions reviewed and approved by the board prior to the June'09 annual IFHA meeting.

The meeting adjourned at about 7:40PM.

Tom Fisher, Secretary.

Minutes of the Indian fields Homeowners Assoc. Annual meeting, June 19, 2008 held in Room 135 at the Brookfield Municipal Building.

11 homeowners were present prior to the start of the meeting. This met the requirements for a quorum. A 12th homeowner showed up during the meeting.

The meeting began at 7:40PM with a call to order by the president. The notice of the meeting had been distributed on 06/06/08.

The secretary read the notice aloud and then read aloud the minutes of the special meeting of the association held on 01/10/08.

Since the treasurer was unable to attend tonight's meeting, a preliminary financial report was distributed by the secretary and discussed. The FY 2009 estimated income and expenses were reviewed. There is no plan to change the current annual assessment of \$500 per home for FY 2009, 07/01/08-06/30/09.

Old business. The president gave the status of the completed new tank installation project. He reviewed the most recent results of the May 27th water testing which has met all of the State health requirements. Several members mentioned that there are times when they get a slight odor from one of their faucets. If there are faucets that are not used often it would be good to run them to flush that local section of piping. As more water is pumped through the new tank and system the odor should be completely eliminated.

The installation of the new main electrical control panel was completed and is performing well. It should eliminate the recurring problems with low water levels which were caused by defects in the old panel which frequently shutdown the pumps from our wells.

Unfinished business. The old tank must receive a State required inspection. The estimated cost of the inspection is \$2000 and has been included in the FY 2009 budget. During the inspection the old tank must be empty and it will be isolated from the system. The new tank will continue to operate and provide water to our system during the inspection of the old tank.

- 2 -

Max Landesbaum who owns the property adjacent to our tanks and pump house raised concerns about the condition of the ground and vegetation from the installation of the new tank. He showed photos of some the problems. The secretary will follow up with Foley's Pump Service and with Max to identify and correct the problems. Some of the correction will be Foley's responsibility as outlined in the approved contract to install the tank. However some of the requests from Max pertain to responsibilities of the association. The board of directors will meet to review and set up corrective action when the issues are clarified.

New business. Election of officers. The following were nominated and approved unanimously to serve as officers for FY 2009, July 1, 2008 until June 30, 2009.

Jeff Papsin – President

Kevin Sheehan – Vice president

Dan Walters – Treasurer

Tom Fisher – Secretary

The members of the board of directors will be in the 2nd year of their 3 year term.

The meeting was closed at 8:20 PM.

TOM FISHER
SECRETARY

Ballot for Proposed Sale of Water System to Aquarion Water Company

Proposal:

The proposed sale of the Indian Fields Homeowners Association (“IFHA”) water system to Aquarion Water Company was presented at the special meeting on October 11, 2012. The terms of the proposed sale, together with the resolutions to be adopted to authorize the sale, were described at the meeting, and are further described in the attachments to this ballot. Please refer to the attachments for additional information on the proposed sale.

Voting Requirements:

Article 3, Section 2 of IFHA’s “Constitution and By-laws,” provides:

There shall be one vote for each property connected to the Water System. Regarding joint or multiple ownership, each owner is entitled to exercise a fractional vote based upon their percentage of ownership. It is the responsibility of joint or multiple owners to advise the Association of the percentage of ownership of each owner.

Vote:

Please register your vote, provide your property address, your percentage ownership interest in that property, sign and return this ballot at the special meeting.

[] I hereby cast my ballot **in favor** of the sale of the Water System to Aquarion Water Company, and approve the resolutions, consistent with the proposed terms set forth above and as described at the special meeting held on October 11, 2012.

OR

[] I hereby cast my ballot **against** the sale of the Water System to Aquarion.

Address: _____

Percent ownership interest: _____%

Signed: _____

Print Name: _____

Date: October 11, 2012

The News-Times

DN 13-02-04
DPH Exhibit 3-2
Page 1 of 2

333 Main Street • Danbury, CT 06810

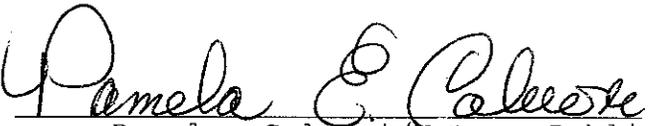
CARMODY & TORRANCE
50 LEAVENWORTH STREET
WATERBURY CT 06702

THE NEWS-TIMES AFFIDAVIT OF PUBLICATION

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS. DANBURY

I, 
Being duly sworn, depose and say
that I am a Representative in the
employ of THE NEWS-TIMES, Publisher
of *The News-Times*, that a LEGAL
NOTICE as stated below was published
in the THE NEWS-TIMES.

Subscribed and sworn to before me on
this 25th Day of March, A.D. 2013.


Pamela Caluori/Notary Public

My commission expires on January
2018

PO Number

Ad Caption

Notice of Special Meeting of Ind

Publication

Danbury News-Times

Ad Number

0001809811-01

Publication Schedule

9/30/2012

**Notice of Special Meeting of
Indian Fields Homeowners
Association, Brookfield, CT**

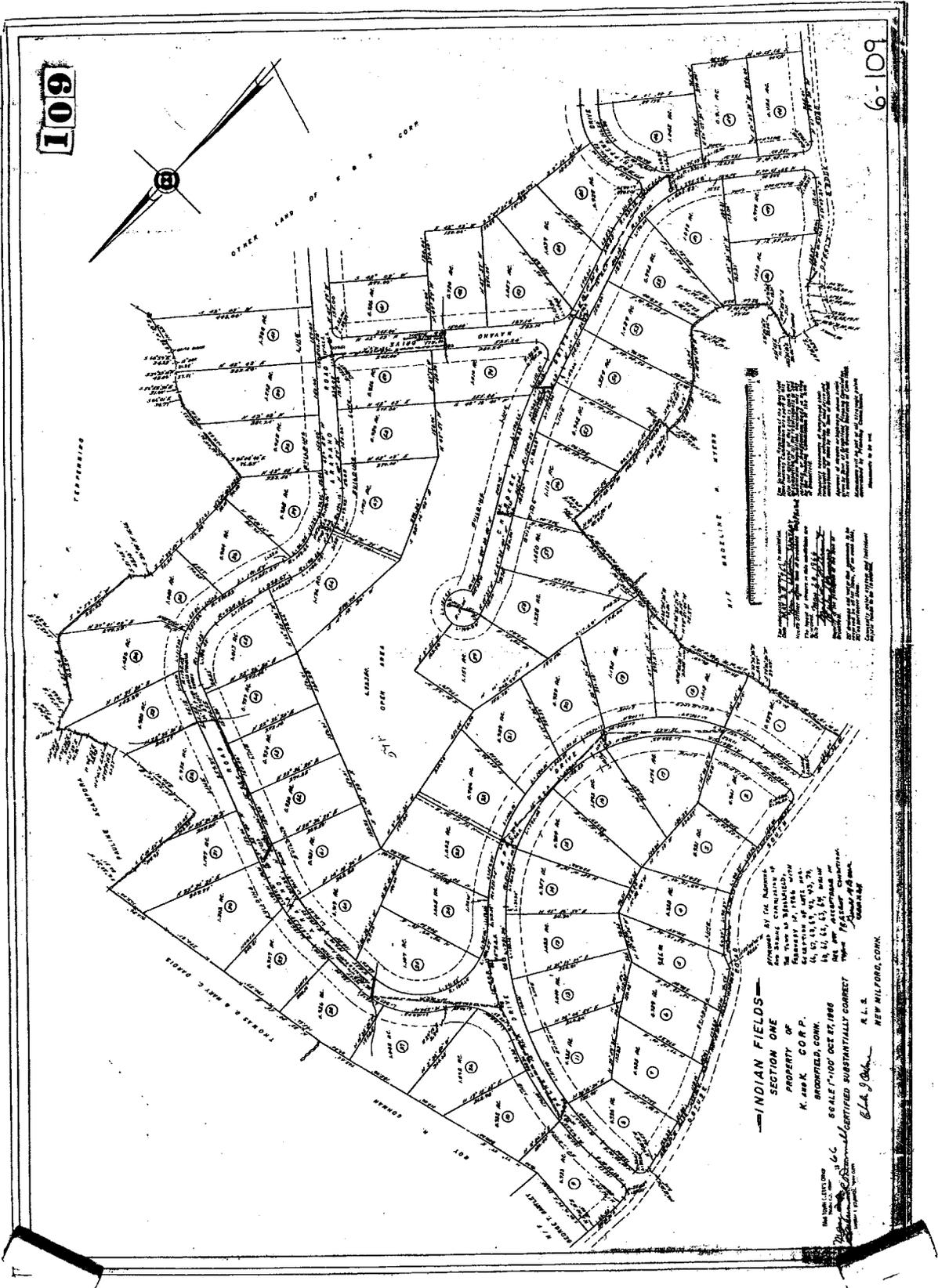
To all homeowners:

There is a special meeting for all homeowners scheduled for 7 p.m. on Thursday, October 11, 2012. The meeting will take place at Brookfield Town Hall in Room 135.

The purpose of the meeting is to discuss and vote on the sale of the Indian Fields Homeowners Association public water supply system to Aquarion Water Company.

Additional information is available from:

Jeff Papsin, president
(203) 775-9311 x.1158
Tom Fisher, secretary
(203) 775-5913.



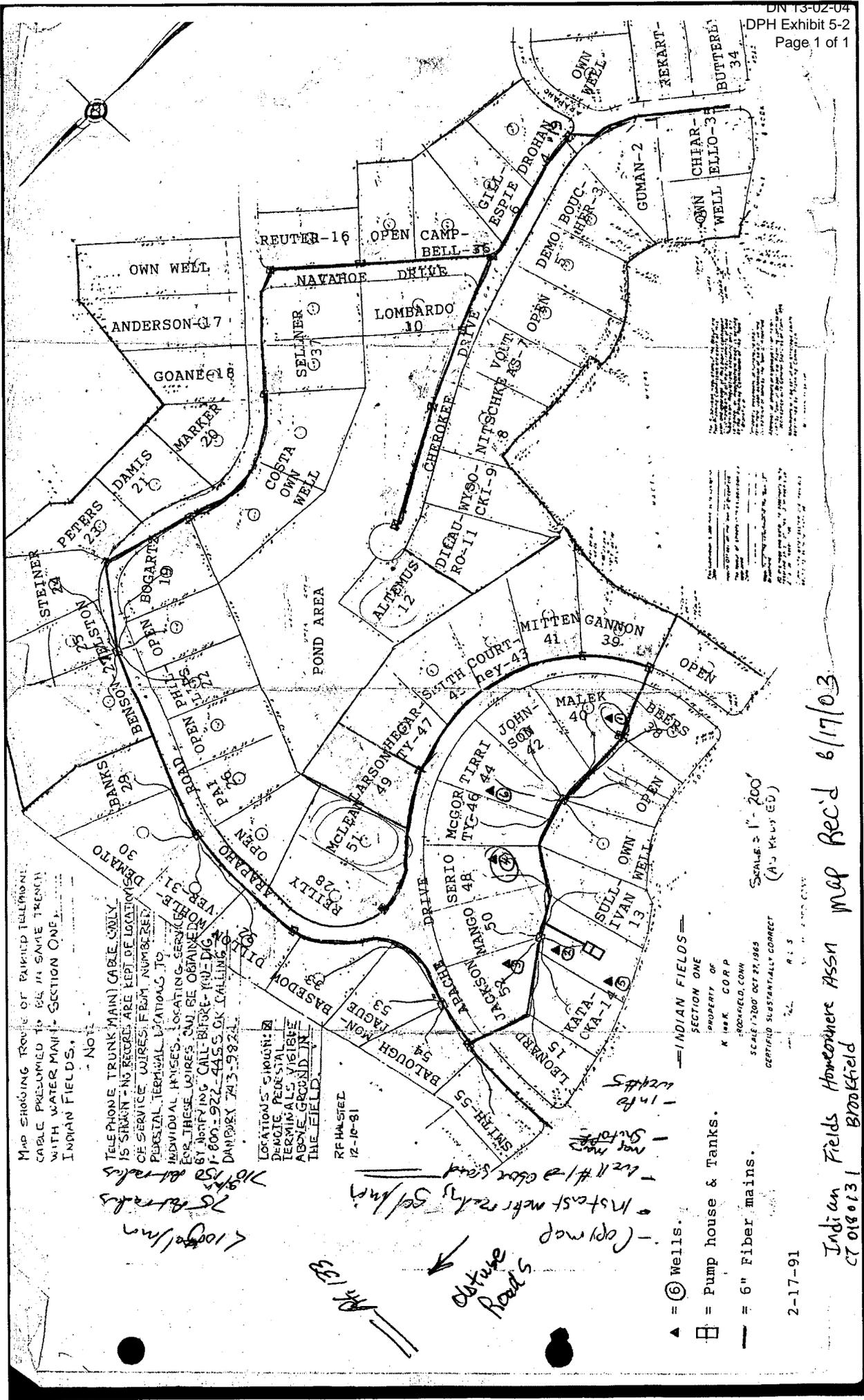
609

6-109

INDIAN FIELDS
SECTION ONE
PROPERTY OF
K. AND K. CORP.
BRIDGEMAN, CONK.
SCALE 1" = 100' OCT 27, 1988
CERTIFIED SUBSTANTIALLY CORRECT

APPROVED BY THE BOARD OF
SAYERS CONSULTING
REGISTERED PROFESSIONAL ENGINEER
STATE OF NEW YORK
NO. 10,111, 11,111, 12,111, 13,111, 14,111, 15,111, 16,111, 17,111, 18,111, 19,111, 20,111, 21,111, 22,111, 23,111, 24,111, 25,111, 26,111, 27,111, 28,111, 29,111, 30,111, 31,111, 32,111, 33,111, 34,111, 35,111, 36,111, 37,111, 38,111, 39,111, 40,111, 41,111, 42,111, 43,111, 44,111, 45,111, 46,111, 47,111, 48,111, 49,111, 50,111, 51,111, 52,111, 53,111, 54,111, 55,111, 56,111, 57,111, 58,111, 59,111, 60,111, 61,111, 62,111, 63,111, 64,111, 65,111, 66,111, 67,111, 68,111, 69,111, 70,111, 71,111, 72,111, 73,111, 74,111, 75,111, 76,111, 77,111, 78,111, 79,111, 80,111, 81,111, 82,111, 83,111, 84,111, 85,111, 86,111, 87,111, 88,111, 89,111, 90,111, 91,111, 92,111, 93,111, 94,111, 95,111, 96,111, 97,111, 98,111, 99,111, 100,111

8/14/88
R. L. S.
NEW MILFORD, CONN.



MAP SHOWING ROUTE OF PAIRED TELEPHONE CABLE PRELIMINARY TO BE IN SAME TRENCH WITH WATER MAIN - SECTION ONE - INDIAN FIELDS.

NOTES

1. TELEPHONE TRUNK MAIN CABLE ONLY IS SHOWN - NO RECORDS ARE KEPT OF LOCATION OF SERVICE WIRES FROM NUMERICAL POINTS TERMINAL LOCATIONS TO INDIVIDUAL HOUSES LOCATING SERVICE FOR THESE WIRES CAN BE OBTAINED BY NOTIFYING CALL-BEFORE-WORK-DIG NUMBER 1-800-922-4455 OR CALLING DANBURY 743-5982.

LOCATIONS SHOWN IN DEMARC PLEURAL TERMINALS VISIBLE ABOVE GROUND IN THE FIELD.

RF HASTEL 12-10-81

INDIAN FIELDS - SECTION ONE
 PROPERTY OF K & K CORP
 BROOKFIELD, CONN
 SCALE 1"=200' OCT 27, 1985
 CERTIFIED SUBSTANTIALLY CORRECT
 A.J. KELLY (ED)

- ▲ = Wells.
- = Pump house & Tanks.
- = 6" Fiber mains.

2-17-91

Indian Fields Homeowner Assn Map Rec'd 6/17/03
 CT 0180131 Brookfield

← 100' from 75' setbacks
 75' setbacks
 75' setbacks

← R# 133

Obtuse Roads

Copy map
 Install metering
 Use #12 fiber
 12/15/85

Aquarion Water Company
of Connecticut
835 Main Street
Bridgeport, CT 06604
www.aquarionwater.com

DN 13-02-04
DPH Exhibit 7-1
Elizabeth L. Camerino-Schultz
Page 1 of 80
Director
Real Estate



AQUARION
Water Company

Quality Water for Life®

203.336.7632 phone
203.336.5639 fax

lschultz@aquarionwater.com

Sent Via Federal Express

Ms. Lori Mathieu
Public Health Services Manager
Source Water Protection Unit
Drinking Water Section
Connecticut Department of Public Health
410 Capitol Avenue
MS #51 WAT
P.O. Box 340308
Hartford, CT 06134-0308

December 20, 2012

Re: Indian Fields Homeowners Association ("Indian Fields") – Water Company Land Permit Application, Indian Fields System (PWSID CT0180131), Brookfield, Connecticut

Dear Ms. Mathieu:

On behalf of Jeffrey J. Papsin, President of Indian Fields Homeowners Association, I am enclosing, for consideration and approval by the Source Protection Unit, Connecticut Department of Public Health, a Water Company Land Permit Application to facilitate the sale of Indian Fields' groundwater well properties, deeded well rights, and dedicated well easement, all consisting of Class I water company land supplying water to the residences of Indian Fields' fifty-five members living east of Obtuse Road South in Brookfield, Connecticut, to Aquarion Water Company of Connecticut.

If you have any questions regarding this applications, please call the undersigned.

Yours truly,

Enclosures

STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION

www.ct.gov/dph/publicdrinkingwater

WATER COMPANY LAND PERMIT APPLICATION

This application must be submitted when a water company intends to sell, lease, transfer or assign Class I or II water company land or intends to change the use of Class I or II water company land per Connecticut General Statutes (CGS) Section 25-32. The following information should be supplied by the current administrative official of the water company. Refer to the Regulations of Connecticut State Agencies (RCSA) Sec. 25-37d-1 through 9 for information on the water company land application review process. Electronic submission of applications and attachments is permissible, provided that the applications include signatures.

Section A. Public Water System and Applicant Information

PWS Name: Indian Fields Homeowners Association ("Indian Fields")

Project Name: Sale of Well Properties and Easements Owned by Indian Fields to Aquarion Water Co.

Project Address: Multiple (See Attachment Section A..)

PWSID Number: CT180131 PWS Type (select one): Community NTNC TNC

Town: Brookfield, Connecticut

DPH Project Number (if known): NA

Print Name of PWS Administrative Official: Jeffrey J. Papsin

Title: President

Address: 32 Arapaho Road

Brookfield, CT 06804

Phone Number: 203-775-7028

Fax Number: _____

E-mail Address: _____

Name of Consultant (if applicable) Elizabeth Camerino-Schultz

Company Name: Aquarion Water Company of Connecticut

Address: 835 Main Street

Bridgeport, CT 06604

Phone Number: 203-336-7632

E-mail Address: ishultz@aquarionwater.com

Section B. Basis for Requesting Approval or Permit (select all that apply)

- Formal Enforcement Action (Administrative Order, Consent Order, Notice of Violation (Civil Penalty))
- Violation Identified in Sanitary Survey Report
- Project Identified in Approved Water Supply Plan
- Federal or State Grants or Loans DWSRF STEAP Funds STAG Funds
- Proactive (system improvements or enhancements)
- Other: Sale of Indian Field's public water supply assets to Aquarion Water Company of Connecticut

Section C. Type of Approval or Permit Requested (select all that apply)

- Water Company Land Sale, Lease, Transfer or Assignment (Complete Sections D, E and G)
Check one of the following: Sale Lease Transfer Assignment
- Water Company Owned Lands Change in Use (Complete Sections D, F and G)

Section D. Project Description

Provide a general summary of the proposed project, including the total acreage of each class of water company land to be disturbed or the total acreage of each class of water company land which will be subject to the sale, lease, transfer or assignment or change in use. Refer to CGS Sec. 25-37c for land classification definitions. You may attach additional sheets, if necessary.

Indian Fields Homeowners Association ("Indian Fields") has entered into an Asset Purchase Agreement with Aquarion Water Company of Connecticut ("Aquarion"), whereby Indian Fields will sell the assets comprising its water supply system serving the residences of the Indian Fields Homeowners Association east of Obtuse Road South in Brookfield, Connecticut, to Aquarion.

This application seeks a permit, pursuant to C.G.S. Section 25-32(d), to authorize Indian Fields to sell its six wells and the land and easements on which they are situated to Aquarion. After the contemplated sale transaction, Aquarion will continue to utilize Indian Fields' wells and underlying land for public water supply purposes. The wells and underlying land are set forth on Section D Attachment.

Section E. Supporting Information- Sale, Lease, Transfer or Assignment

Each of the following items should be labeled with the section and number (i.e. Section E – #4). If the item is not applicable, provide the number and indicate "N/A".

1. Provide a scaled site plan that shows all water company land to be sold, leased, transferred or assigned.
2. Indicate the proposed methods of protective restrictions and enforcement the applicant or other parties will impose on the parcel to be subject to the permit. (If restrictions do not apply uniformly throughout a parcel, attach a map that shows the restrictions that apply to each portion of the parcel.)
3. Provide a draft copy of the sale, lease, transfer or assignment agreement.
4. Provide copies of the notification letter sent to the chief elected and chief executive officials of the towns in which the proposed sale, lease, transfer or assignment will occur. Submit both sides of the certified mail green return receipt or United States Postal Service delivery confirmation.
5. Provide a copy of the "Capacity Evaluation for Water Company Purchase", completed by the entity to which the land will be sold, leased, transferred or assigned.
6. Provide copies of any deed restrictions or variances.
7. If the applicant is required to prepare a water supply plan pursuant to CGS Section 25-32d, indicate whether the proposed sale, lease, transfer or assignment is consistent with the current approved plan.
8. Provide the sale of a source notification letter required by CGS Section 25-33I and any subsequent correspondence, if applicable.
9. For the lease of Class I water company land associated with groundwater sources, provide copies of the sanitary easements indicating restrictions within the affected sanitary radius.

WATER COMPANY LAND PERMIT APPLICATION

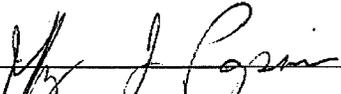
Section F. Supporting Information- Change in Use

Each of the following items should be labeled with the section and number (i.e. Section F -- #4). If the item is not applicable, provide the number and indicate "N/A".

1. Provide a final scaled project site plan including existing conditions, horizontal and vertical extent of site disturbance including access and permanent and temporary land disturbance. Describe the nature and necessity of the impervious materials used at the site (i.e. pavement). Include any evaluation conducted to determine the impact of the impervious area on the recharge of the water supply sources.
2. Provide copies of the notification letter sent to the chief elected and chief executive officials of the towns in which the proposed project is located. Submit both sides of the certified mail green return receipt or United States Postal Service delivery confirmation.
3. Provide a brief outline of the project (i.e. site preparation, demolition, construction, stabilization); include a spill prevention and emergency response plan or drinking water quality management plan.
4. Indicate the proposed methods of protective restrictions and enforcement that the applicant or other parties will impose on the parcel to be subject to permit, and demonstrate that such change will not have a significant adverse impact upon the present and future purity and adequacy of the public drinking water supply. (If restrictions do not apply uniformly throughout parcel, attach a map which shows the restrictions which apply to each portion of the parcel.)
5. Indicate alternatives that were considered and why this option was chosen.
6. Describe the benefit to the water system as a result of the proposed change to the water company land.
7. Provide copies of any deed restrictions, variances or permits required by other regulatory agencies.
8. Provide a copy of the Revocable License Agreement, if applicable.
9. If any part of the sanitary radius of a groundwater source wellhead is owned by another entity, provide copies of the sanitary easements, if applicable.
10. If the applicant is required to prepare a water supply plan pursuant to CGS Section 25-32d, indicate whether the proposed change in use is consistent with the most current approved plan.
11. Describe the short and long term land improvements designed to protect the water source(s), such as primary or secondary stormwater treatment, addition of native vegetative buffers or other low impact development management practices.

Section G. Certification Statement

I certify to the best of my knowledge that the information provided in this application is complete and correct. I understand that the information I provide will be used by the Department of Public Health, Drinking Water Section to determine if a Permit for the Sale, Lease, Transfer or Assignment or Change in Use of Water Company Land can be granted.



Signature of PWS Administrative Official

December 13, 2012

Date

Jeffrey J. Papsin

Name of PWS Administrative Official (print or type)

President

Title

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section A. Public Water System and Applicant Information

Project Address

1. 79 Obtuse Road (0.94 Acre of real property containing Well No. 4 and Well No. 5)
2. 4A Apache Drive (0.22 Acre of real property containing Well No. 1)
3. 44 Apache Drive (Dedicated easement hosting Well No. 6 on private, residential property)
4. 48 Apache Drive (Deeded easement rights for Well No. 2 on private, residential property)
5. 52 Apache Drive (Deeded easement rights for Well No. 3 on private, residential property)

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section D. Project Description

Indian Fields Homeowners Association owns and operates six, active groundwater wells from which it supplies its fifty-five members in the residential area east of Obtuse Road South in Brookfield, Connecticut. Three of the wells are situated on land owned by Indian Fields, and three of the wells are situated on easements on privately held, residential properties.

Indian Fields seeks a permit, pursuant to C.G.S. Section 25-32d, to enable it to sell its groundwater well properties and assign its well easements to Aquarion Water Company of Connecticut. The two properties owned by Indian Fields and the land surrounding its easement wells are deemed to be Class I water company land. The properties to be transferred and the easements to be transferred or assigned are as follows:

1. Convey fee title to 0.94 acre of Class I land at 79 Obtuse Road South, Brookfield, Connecticut, containing Well No. 4 and Well No. 5, to Aquarion
2. Convey fee title to 0.22 acre of Class I land at 4A Apache Drive, Brookfield, Connecticut, containing Well No. 1, to Aquarion
3. Assign dedicated easement at 44 Apache Drive, Brookfield, Connecticut, hosting Well No. 6, to Aquarion
4. Convey easement rights on 48 Apache Drive and 52 Apache Drive, Brookfield, Connecticut, hosting Well No. 2 and Well No. 3, to Aquarion

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

- 1. Provide a scaled site plan that shows all water company land to be sold, leased, transferred or assigned.**

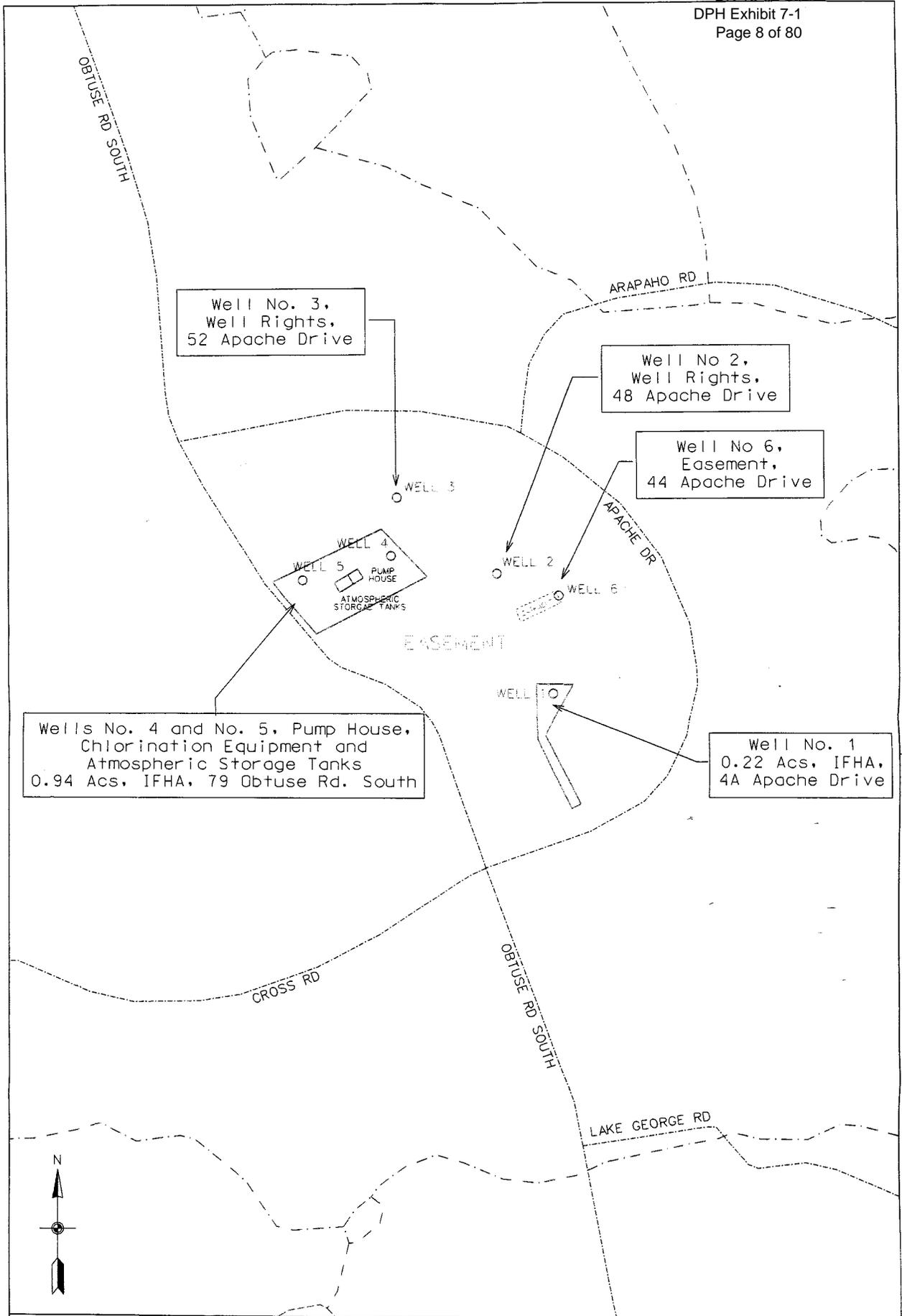
The Indian Fields Homeowners Association System, PWSID CT0180131, supplies water to its fifty-five residential customer-members east of Obtuse Road South in Brookfield, Connecticut, from six active groundwater wells.

Three of the wells are located on two properties owned by Indian Fields, one on Obtuse Road South and the other on Apache Drive, and the remaining three wells are located on easements on private, residential properties on Apache Drive.

The 0.94-acre property owned by Indian Fields at 79 Obtuse Road South contains Well No. 4 and Well No. 5 and also hosts the system's pumping and treatment equipment and atmospheric storage tanks. The 0.22-acre property owned by Indian Fields at 4A Apache Drive contains Well No. 1.

Wells Nos. 2, 3, and 6 are situated on easements on private, residential properties located at 48, 52, and 44 Apache Drive.

Indian Fields' fee properties and well easement locations are illustrated on a map attached hereto, entitled, "Indian Fields Homeowners Association System, Brookfield, Connecticut, Scale: 1" = 200'," attached hereto.



Well No. 3,
Well Rights,
52 Apache Drive

Well No 2,
Well Rights,
48 Apache Drive

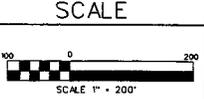
Well No 6,
Easement,
44 Apache Drive

Wells No. 4 and No. 5, Pump House,
Chlorination Equipment and
Atmospheric Storage Tanks
0.94 Acs, IFHA, 79 Obtuse Rd. South

Well No. 1
0.22 Acs, IFHA,
4A Apache Drive



AQUARION
Water Company



**INDIAN FIELDS
HOMEOWNERS ASSOCIATION
OBTUSE ROAD SOUTH
BROOKFIELD, CT**

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

2. Indicate the proposed methods of protective restrictions and enforcement the applicant or other parties will impose on the parcel to be subject to the permit.

Indian Fields proposes to transfer ownership of its 0.94-acre Obtuse Road South parcel, containing Wells Nos. 4 and 5, its 0.22-acre Apache Road parcel, containing Well No. 1, and its well rights at 48 Apache Drive, containing Well No. 2, and at 52 Apache Drive, containing Well No. 3, by warranty deed and to assign its dedicated easement at 44 Apache Drive, containing Well No. 6, to Aquarion Water Company of Connecticut. Both the land owned by Indian Fields and its easements rights are deemed to be Class I water company land.

Aquarion is a public service company within the meaning of C.G.S. Section 16-1, chartered by the State of Connecticut to provide water to the public in a number of Connecticut municipalities.

As a public water company, Aquarion is subject to Connecticut laws governing the production, distribution, and sale of potable water, as well as Connecticut laws regulating the ownership and use of water company land. Aquarion is regulated principally by Connecticut's Departments of Public Health and Energy and Environmental Protection.

As purchaser and future owner of the Class I water company land underlying Indian Fields System's Wells Nos. 1, 4, and 5, and the easements containing Wells Nos. 2, 3, and 6, Aquarion will be subject to the very same regulatory regimen as is Indian Fields.

A sample warranty deed for transferring Indian Fields' wells, well rights, related equipment, and underlying Class I water company land from Indian Fields to Aquarion is attached as Exhibit E – 2a. It provides for the land and wells to be conveyed to Aquarion subject to any restrictions or obligations imposed by C.G.S Sections 25-32 and 25-37c.

Exhibit E – 2a

Proposed Method of Protective Restrictions

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS THAT:

INDIAN FIELDS HOMEOWNERS ASSOCIATION, having an address of 79 Obtuse Road South, Brookfield, Connecticut 06804 (“Grantor”), for good and valuable consideration paid, does hereby give, grant, bargain, sell and convey to **AQUARION WATER COMPANY OF CONNECTICUT**, a Connecticut corporation having an address of 835 Main Street, Bridgeport, Connecticut 06604 (“Grantee”), its successors and assigns forever, those two certain pieces, parcels or tracts of land (separately or collectively, the “Premises”), including wells and all appurtenances thereto, together with improvements thereon, and all easements, covenants and rights appurtenant thereto, more particularly bounded and described as follows:

First Parcel, 79 Obtuse Road South:

Lot #6 on a certain map entitled “Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1” = 100’ Oct. 27, 1965, Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn.,” which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 6, at Page 109, to which reference may be had

Together with all water mains installed in the roadway shown on said map and together with the right to Boulder Springs Water Company, its successors and assigns, forever to enter upon said roadway and dig thereon as necessary to locate, maintain, replace or repair any such water mains; and together with the right to Boulder Springs Water Company, its successors and assigns, forever exclusively to take water from the wells located on Lot #11 and on Lot #13 as shown on said map and to enter upon said roads for the purpose of maintaining or repairing said wells and for the purpose of maintaining, repairing or replacing the pipes and electrical wires leading from said wells; all as set forth in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Springs Water Company to Indian Fields Homeowners Association, dated December 16, 1982, and recorded January 25, 1983, in Volume 148, at Page 230, of the Brookfield Land Records.

Second Parcel, 4A Apache Drive:

That certain piece, parcel or tract of land shown on a map entitled “Property To Be Conveyed to Indian Head Water Services Indian Fields Brookfield, Conn. Scale 1” = 40’ Feb., 1968, Certified Substantially Correct K.W. Rogers, Surveyor,” which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 7, at Page 37, as

Map 4, to which reference may be had. Being the northwesterly portion of Lot 17 as shown on map entitled, "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965, Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn.," which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 6, at Page 109, excepting therefrom the portion of said premises shown as 0.957 acres on a certain map entitled "Revised Map of Lot #17, Indian Fields, Brookfield, Conn., Property of Brook Dale Homes, Scale 1" – 40', February, 1968," filed in Volume 78, at Page 680, of the Brookfield Land Records.

Being the same property described as the Second and Third Parcels, respectively, in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Spring Water Company to Indian Fields Homeowner's Association, dated December 16, 1982, and recorded January 25, 1983, in Volume 148, at Page 230, of the Brookfield Land Records.

Together with all right, title and interest in and to an Easement for water and well rights over Lot #11 and Lot #13 granted Boulder Springs Water Company by Nineteen Seventy-Six Corporation dated March 6, 1974, and recorded in Volume 104, at Page 842, of the Brookfield Land Records.

Together with all the right, title and interest in and to an Easement from Bruce A. Tirri and Dolores M. Tirri to Indian Fields Homeowners Association dated May 9, 1989, and recorded in Volume 223, at Page 945, of the Brookfield Land Records.

Said Premises are conveyed to Grantee, its successors and assigns, subject to the following encumbrances:

- (a) Any restrictions or obligations imposed, now or in the future, by Connecticut General Statutes ("C.G.S.") § 25-32, or to be imposed by any permit granted thereto, on Grantee's use, development, sale, assignment, lease or other disposition of the Premises pursuant to C.G.S. § 25-37c;
- (b) Any restrictions or limitations imposed or to be imposed by governmental authority, including the zoning and planning rules and regulations of the Town of Brookfield;
- (c) Taxes of the Town of Brookfield, in which the Premises are situated, which become due and payable after the date of delivery of the deed, which taxes Grantee will assume and agree to pay as part of the consideration for this deed;
- (d) Encroachments of ledges, fences, hedges, and retaining walls projecting from the Premises over any street or highway or over any adjoining property and any other encroachments projecting from adjoining property or over the Premises;
- (e) Any state of facts which a physical inspection of the Premises may disclose;

(f) Public improvement assessments, sewer connection charges and other assessments and/or any unpaid installments thereof, which assessments and/or installments Grantee assumes and agrees to pay as part of the consideration for this deed;

(g) Any restrictions or obligations imposed by any other statute or regulation on any part of the Premises;

(h) Notes, conditions, and such state of facts as are shown on a survey entitled "Indian Fields Section One Property of K. and K. Corp., Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965, Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn.," filed as Map 6-109;

(i) Easement, Brook-Dale Homes, Inc. to The Connecticut Light and Power Company, dated November 1, 1967, recorded in Volume 76, at Page 525, of the Brookfield Land Records;

(j) Effect, if any, of covenants, restrictions and agreements contained in an agreement by and among Brook-Dale Homes, Inc., and Indian Head Water Services, Inc., dated February 21, 1968, recorded in Volume 77, at Page 403, of the Brookfield Land Records;

(k) Easement, Brook-Dale Homes, Inc., to The Southern New England Telephone Company dated March 6, 1968, recorded in Volume 78, at Page 595, of the Brookfield Land Records;

(l) Effect, if any, of a Water Agreement by and among Nineteen Seventy-Six Corporation, Franklin C. Lewis, Paul C. From, Reambolt Corporation and Dove Tail, Inc., and Boulder Springs Water Company, dated December 10, 1973, recorded in Volume 104, at Page 11, of the Brookfield Land Records. See also Amendment to Water Agreement, dated January 3, 1974, recorded in Volume 104, at Page 261, of the Brookfield Land Records. Note: Agreement remains in effect until taken over by a governmental authority or public utility or until the water systems and Boulder Springs Water Company become bound by rules and regulations of PUC.

TO HAVE AND TO HOLD the Premises hereby conveyed, with the appurtenances thereof, to Grantee and unto Grantee's successors and assigns forever, to its and their own proper use and behoof.

AND ALSO, Grantor, does, for itself, and its successors and assigns, covenant with Grantee, its successors and assigns, that the Premises are free from all encumbrances made or suffered by Grantor, except as is set forth above.

AND FURTHERMORE, it, Grantor, does, by these presents, bind itself, its successors and assigns forever, to Warrant and Defend the Premises hereby conveyed to Grantee, its successors and assigns, against the claims and demands of all persons owning, holding or claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has executed this instrument the _____ day of _____, 2013.

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

3. Provide a draft copy of the sale, lease, transfer or assignment agreement.

A copy of the executed Asset Purchase Agreement between Indian Fields Homeowners Association and Aquarion Water Company of Connecticut is attached as Exhibit E – 3a.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, effective as of November 30, 2012, is entered into by and between Indian Fields Homeowner's Association, having an address of 79 Obtuse Road South, Brookfield, Connecticut 06804 ("IFA"), and Aquarion Water Company of Connecticut, a Connecticut public service company, having an address of 835 Main Street, Bridgeport, Connecticut 06604 ("Aquarion").

WITNESSETH:

WHEREAS, IFA owns and operates a public water supply system, being PWSID No. CT0180131 (the "Water System"), located in Brookfield, Connecticut;

WHEREAS, the Water System is subject to the jurisdiction of the Connecticut Department of Public Health ("DPH");

WHEREAS, Aquarion is a public service company providing water service to approximately 600,000 customers throughout the State of Connecticut;

WHEREAS, IFA desires to sell, and Aquarion desires to purchase, certain of the assets of the Water System, including plant and equipment, supplies and inventories, contracts and contract rights, franchise rights, easement rights, and real property rights, and excluding certain liabilities associated therewith, as more specifically set forth herein and subject to the terms and conditions set forth herein; and

WHEREAS, IFA desires to sell or grant, and Aquarion desires to purchase, certain of those certain pieces or parcels of land and easements, together with improvements and appurtenances located thereon, owned by IFA in the State of Connecticut, located in the town of Brookfield (collectively, the "Properties"), as more specifically set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, IFA and Aquarion agree as follows:

1. SALE AND PURCHASE OF CERTAIN ASSETS, RIGHTS AND PRIVILEGES

1.1 Sale and Transfer.

(a) Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined in Section 1.4) IFA agrees to grant, sell, assign, transfer and deliver to Aquarion, and Aquarion agrees to purchase the following assets (collectively, the “Water System Assets” or the “Assets”) from IFA;

(i) pursuant to appropriate warranty deeds or grants of easements, marketable title to the Properties, free and clear of any liens and encumbrances of any sort, other than Permitted Encumbrances as defined below, together with the improvements and appurtenances located thereon, being those certain pieces or parcels of land set forth on Schedule 1.1.1, attached hereto;

(ii) all assets of IFA pertaining to the operation of the Water System located or stored in Brookfield, including, without limitation, the complete and operating Water System shown on the maps attached hereto as Schedule 1.1.2, being the real property, wells, transmission and distribution mains, reservoirs, tanks and standpipes, pumps and pumping stations, hydrants, meters and personal property described in Schedule 1.1.3, and all of IFA’s right, title and interest in and to the curb stops, service connections (to the extent curb stops and service connections may be owned by IFA) and easements, rights-of-way and leases which pertain to the operation of IFA’s Water System, and any and all franchise rights and exclusive service area grants and/or agreements relating to the operation of all or any portion of the Water System, including,

without limitation, all franchise rights relating to the operation of all or any portion of the Water System and the Licenses (as that term is defined in Section 3.12(a)), and,

(iii) to the extent available and in the possession of IFA, all documents, reports, maps, and customer records pertaining to the Water System, including, but not limited to, all engineering, laboratory and operating reports, customer service records, including meter readings and fixture surveys, property maps, distribution maps, gate drawings, main laying specifications and tap and service cards, but specifically excluding IFA's cash, bank deposits, accounts receivable, refunds, rebates, returns and insurance proceeds relating (i) to damage that has been repaired in accordance with the standards set forth in this Agreement prior to the Closing Date, or (ii) to claims or liabilities retained by IFA, if any.

(b) It is expressly understood that Aquarion will (i) purchase only the Assets relating to operation of the Water System and located in the Town of Brookfield, (ii) receive as part of the Water System Assets all materials, supplies, prepayments, and customer deposits, if any, relating to the Water System, (iii) not acquire or otherwise be responsible for any accounts receivable or unbilled accrued utility revenue of IFA for service rendered prior to the Closing Date, and (iv) not assume or otherwise be responsible for any accounts payable, outstanding debt, taxes accrued, accrued interest, tax collections payable, deferred credits, or accumulated deferred income taxes of IFA. Notwithstanding the foregoing, it is expressly agreed that IFA shall retain the right to receive or collect accounts receivable for water service provided through the last billing date prior to the Closing Date (as hereinafter defined); provided that any invoices issued by IFA after the date hereof and prior to the Closing Date will not bill customers more

than three month in advance. IFA shall deliver to Aquarion on the Closing Date a verified schedule of undisputed Customer Accounts Receivable for the Water System which were first invoiced no earlier than two quarters prior to the Closing Date (“A/R List”). Aquarion agrees to bill these customers shown on the A/R List. As Aquarion receives any future payments from such customers, Aquarion shall promptly remit to IFA amounts remaining due and payable to IFA as shown on the A/R List, and shall apply remaining payments from such Customers to amounts owed to Aquarion for service after the Closing Date. IFA and Aquarion will each submit to the other monthly an updated A/R List showing all amounts received by IFA from Customers and the balances due and payable therefrom. Aquarion’s obligation to collect and to report amounts shown on the A/R List shall survive for a period of twelve (12) months following the Closing Date.

(c) Notwithstanding the foregoing, neither the Water System Assets nor the Properties shall include, and Aquarion shall not acquire or assume any rights or liabilities with respect to, the approximately four-acre pond that is currently owned by IFA (the “Pond”) as more particularly described in Schedule 1.1.4. IFA shall retain all rights and liabilities with respect to the Pond.

1.2 No Liabilities to be Assumed.

Aquarion shall assume no liabilities or obligations of IFA whatever in connection with the sale of Assets provided for in this Agreement, whether accrued, contingent or other, incurred prior to the Closing Date, or arising from the activities of IFA prior to the Closing Date, excepting only any obligations of IFA expressly assumed by Aquarion under any lease, contract, agreement or similar document which is assigned to Aquarion on and as of the Closing Date, and specified in Schedule 1.2 hereto. For the avoidance of

doubt, except as otherwise set forth in Schedule 1.2, Aquarion shall not assume any liabilities or obligations under the agreements listed in Schedule 1.2 that accrue prior to the Closing Date, all of which liabilities and obligations shall remain solely the responsibility of IFA.

1.3 Instruments of Transfer.

Within thirty (30) days following the date of execution of this Agreement, IFA shall provide Aquarion proper legal descriptions and copies of any available surveys in its possession for the real property or the interests therein being transferred pursuant to this Agreement. Within thirty (30) days following receipt of such descriptions, Aquarion shall provide IFA with a list of title defects, liens or encumbrances that are objectionable to Aquarion in its sole discretion. If IFA is unable to have such defects, liens or encumbrances removed at or prior to Closing, Aquarion shall have the option either to terminate this Agreement with no further obligations hereunder, or to proceed to the Closing. Once accepted by Aquarion, such legal descriptions and copies of available surveys shall be attached hereto as updated Schedule 1.1.2. On the Closing Date, IFA will transfer and deliver to Aquarion all of the Assets referred to in Section 1.1 above, and IFA will deliver to Aquarion all such assignments and instruments of conveyance and transfer as shall be necessary to transfer to and vest in Aquarion good and marketable title in and to all of the Assets free and clear of all liens and encumbrances, other than those liens and encumbrances accepted by Aquarion in its sole discretion, which shall be set forth in an updated Schedule 3.2(i) after Aquarion has agreed to accept the Assets subject to such liens and encumbrances ("Permitted Encumbrances"). At the request of Aquarion after the Closing Date, IFA, or its successor in interest, will execute and deliver

any such further instruments of conveyance and transfer or confirmation thereof and will take such other action as may reasonably be requested by Aquarion in order further to make effective and to assure the transfers of Assets and vesting of title as provided for by this Agreement.

1.4 Closing Date.

The transactions provided for in this Agreement shall take place at the offices of Day Pitney in Hartford, Connecticut, on the first business day after a period of 30 days following compliance with Section 1.3 above and the receipt of the last of the approvals described in Section 7.1 hereof, or on such other date or at such other place as the parties may mutually agree upon (the "Closing Date").

2. PURCHASE PRICE AND MANNER OF PAYMENT

2.1 Purchase Price.

The aggregate purchase price to be paid by Aquarion for the Assets is Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$38,500.00) (the "Purchase Price"). At the Closing Date, customary adjustments with respect to property taxes and similar charges will be made with respect to the sale and transfer of the Assets.

2.2 Manner of Payment.

The aggregate purchase price specified in Section 2.1 hereof shall be paid on the Closing Date by Aquarion by wire transfer to the trustee account for IFA and IFA counsel, in accordance with wire instructions provided by IFA or IFA's counsel, at least ten (10) business days prior to the Closing Date.

3. REPRESENTATIONS AND WARRANTIES OF IFA

IFA hereby represents and warrants as follows:

3.1 Organization and Good Standing of IFA; Status of IFA.

IFA is a Tax District formed in accordance with Chapter 105 of the General Statutes of Connecticut, Sections 7-324 to 7-327, and is legally authorized to sell and distribute water in the portion of the town of Brookfield, Connecticut, in which it presently operates and maintains the Water System, and has all other requisite power and authority and all necessary licenses and permits to own, lease or operate the Assets and to carry on its water supply business through the Water System as it is now being conducted. IFA is a Tax District providing water only to its members and is legally authorized to charge the rates which it has been charging to properties connected to the Water System. IFA owns all the Assets (including but not limited to the Properties), has the power and authority to execute, deliver and perform the terms and provisions of the Agreement, and is not, or upon receipt of regulatory approvals required for the consummation of the transaction contemplated by this Agreement in accordance with Section 3.5 hereof, will not be, under any receivership, impediment, or prohibition imposed by any law, court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government instrumentality that would render IFA unable to enter into or carry out any provision of this Agreement.

3.2 Title to Properties: Use of Water.

Schedule 3.2(ii) lists all liens on the Water System Assets that exist as of the effective date of this Agreement, each of which will be released on or prior to the Closing Date unless accepted by Aquarion pursuant to Section 1.3. IFA has good and marketable

title to all of the Water System Assets, each as referred to in Section 1.1 of this Agreement, and except as shown on Schedule 3.2(i) or as accepted by Aquarion pursuant to Section 1.3, such Assets are or will be on the Closing Date free and clear of all mortgages, liens, pledges, security interests, restrictions on transfer, claims or encumbrances of any nature whatsoever (collectively, “Liens”), and no other property interests are necessary or appropriate for the proper conduct and operation of IFA’s water supply business in the Water System and the distribution and delivery of water to each water customer in the Water System. IFA has the right to use the water it is now using in the manner in which it is using such water in the Water System, and such rights, upon receipt of all necessary regulatory approvals of the acquisition contemplated by Section 7.1 of this Agreement, are transferable to Aquarion without the consent or permission of any other third party. With respect to the Water System, all water supply sources, pump, and storage facilities are located on the Properties which are owned by IFA in fee simple or to which IFA has valid easements. To the best of IFA’s knowledge and except as otherwise disclosed to Aquarion in writing, all water supply sources, pumps, storage facilities and mains are located on real estate owned by IFA in fee simple, within the public rights-of-way, or within appropriate permanent easements of record in favor of IFA, and all services to customer premises from mains are located entirely on such customers’ premises, or on public rights-of-way , except as may otherwise be set forth in Schedule 3.2(i) attached hereto.

3.3 Location and Use of Assets.

The location and present use of the Assets conforms to all zoning, building, building line, and similar restrictions, or necessary variances have been obtained, or the

same are legally non-conforming under the appropriate law and regulations. The Assets are located exclusively in the town of Brookfield, Connecticut. The Water System maps attached hereto as Schedule 1.1.2, showing the land, wells, transmission and distribution mains, reservoirs and standpipes, and pumps and pumping stations of the Water System, are, to the best of IFA's knowledge and belief, accurate in all material respects, except as set forth in Section 3.2(i).

3.4 Certificate of Incorporation, By-Laws and Resolutions.

The copies delivered to Aquarion of IFA's Constitution and By-laws and of the resolutions adopted by IFA's Board of Directors authorizing the execution and delivery of this Agreement, all of which copies have been certified by IFA's Secretary, are true and complete copies of said documents, and said Constitution, By-laws, and resolutions are in full force and effect and include any and all amendments thereto.

3.5 Authorization of Agreement.

The execution, delivery and performance of this Agreement by IFA will have been duly and validly authorized by all requisite action on the part of IFA. This Agreement has been duly executed and delivered by IFA and constitutes a valid and legally binding obligation of IFA, enforceable against IFA in accordance with its terms. IFA has received or prior to the Closing Date will receive all regulatory approvals necessary for the transfer of the Water System and Assets to Aquarion, and approval of the transfer of the Water System and Assets by the IFA Board of Directors and its members are the only other actions required in order to authorize IFA to consummate the transactions contemplated by this Agreement.

3.6 Absence of Defaults.

The execution and delivery of this Agreement do not, upon receipt of any required approval of the transactions described herein by the DPH, and the consummation of the transactions contemplated hereby will not, (a) violate any provision of the Constitution or By-laws of IFA; (b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement or instrument to which IFA is a party or by which it or any of the Assets may be bound; (c) result in the creation of any lien, charge or encumbrance upon the Assets pursuant to the terms of any such agreement or instrument; (d) violate any law, judgment, order, injunction, decree, license, permit, award, rule or regulation against, or binding upon, IFA or upon the Assets; or (e) constitute a violation by IFA of any law or regulation of any jurisdiction, as such law or regulation relates to IFA, the Water System or the Assets. Except for approval of this Agreement by the regulatory authorities as contemplated herein, IFA has obtained all consents, releases or waivers from Governmental Authorities (as defined in Section 3.12) and third parties which may be necessary to prevent the execution of this Agreement or the consummation of the transactions contemplated herein from resulting in any violation, breach, default or other event referred to in this Section 3.6.

3.7 Litigation, Orders, Etc..

Except as set forth in Schedule 3.7 hereto, there are no actions, suits, proceedings or governmental investigations pending, or insofar as is known to IFA, in prospect or threatened against or relating to IFA, the Assets or the transactions contemplated by this Agreement in or before any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government

instrumentality. Except as set forth in Schedule 3.7 hereto, the Water System, and IFA in its capacity as owner and operator of the Water System and the Properties, are not subject to or in violation of any judgment, order, decree, injunction or award of any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government instrumentality entered in any proceeding to which IFA was a party or of which it had knowledge, including, without limitation, decisions, orders or proceedings of the DPH, except the Sanitary Surveys referred to in Section 7.1(c), the Connecticut Public Utilities Regulatory Authority (“PURA”), the Connecticut Department of Energy and Environmental Protection (“DEEP”), the Internal Revenue Service, and the Town of Brookfield, Connecticut. No proceedings are pending or, to the knowledge of IFA, threatened against the rates now being charged by IFA in the Water System.

3.8 Contracts; Liabilities.

Schedule 3.8 contains a true and complete list of all material contracts, agreements, leases, instruments and similar or other documents pertaining, directly or indirectly, in whole or in part, to the ownership or operation of the Water System or the Properties to which IFA is a party or to which the Assets are subject by which (i) IFA is obligated to pay any amount or to provide any service at any time or (ii) IFA will receive any amount or to provide any service at any time. Except as set forth in Schedule 3.8, all such contracts, agreements, leases, instruments and documents are valid and in full force and effect, and, to the best of IFA’s knowledge, no other party to any such contract, agreement, lease, instrument or document has breached any material provision of, or is in default in any material respect under the terms of any such contract, agreement, lease,

instrument or document. Except as is expressly set forth to the contrary in Schedule 3.8, no contract, agreement, lease, instrument or document of IFA will be transferred to Aquarion, and every agreement, lease, instrument and document to be so transferred can be transferred by IFA to Aquarion pursuant to this Agreement, without obtaining the consent of any other party, or such consent has been given in a form reasonably satisfactory to Aquarion. Except as set forth in Schedule 3.8, the Assets are subject to no actual or contingent liabilities of any type whatsoever.

3.9 No Brokers.

All negotiations relative to this Agreement have been carried on by IFA directly with Aquarion, without the intervention of any person as a result of any act of IFA in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

3.10 Financial Statements, Annual Reports.

IFA represents that IFA's financial statements, including those for the Water System, for each of the years of 2009, 2010 and 2011 and for January through October 2012, heretofore furnished to Aquarion, are true, correct and complete and present the financial position and the results of the operations of the Water System at the date and for the periods stated therein and are believed to be accurate in all material respects.

3.11 Absence of Adverse Change.

IFA represents that, since December 31, 2011, there has not been any material adverse change in the financial condition, results of operations, assets, liabilities or business of the Water System, whether or not described in the financial statements

described in Section 3.10 hereof, other than changes in the ordinary course of business, which have not been materially adverse.

3.12 Compliance with Laws; No Environmental Hazards.

(a) The location and construction, occupancy, operation and use of all improvements now and hereafter attached to or placed, erected, constructed or developed on the Properties or as a portion of the Water System do not, in any material respect, violate any applicable law, statute, ordinance, rule, regulation, policy, order or determination (hereinafter collectively called the “Applicable Laws”) of any federal, state, local or other governmental authority (“Governmental Authority”) or any restrictive covenant or deed restriction affecting any portion of the Water System, except as referenced in Section 7.1(d) hereinafter..

IFA represents that Schedule 3.12 (a) discloses a list of all governmental licenses, permits, certifications and approvals of any Governmental Authority in the possession of IFA (“Licenses”) and used or relied upon by IFA in the operation of the Water System. Except as set forth in Schedule 3.12 (a), IFA knows of no reason why any such License used in or necessary for the operation of the Assets and the Water System should terminate prior to its stated expiration date or not be renewed in accordance with past practices of the Water System, and IFA is not in violation of any term or condition of any License.

(b) Without in any way limiting the generality of Section 3.12(a) above, neither any of the Assets nor IFA nor the Water System are the subject of any pending or , to the best of IFA’s knowledge, threatened investigation or inquiry by any Governmental Authority, or are subject to any known remedial obligations under any

Applicable Laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), the Resource Conservation Recovery Act of 1987, as amended (“RCRA”), the Safe Drinking Water Act, as amended (“SDWA”), the Clean Water Act, as amended (“CWA”), the Toxic Substances Control Act (“TSCA”), the Connecticut Water Pollution Control Act (“WPCA”) or any other applicable provision of Title 22a of the Connecticut General Statutes (all collectively hereinafter referred to as “Applicable Environmental Laws”).

(c) IFA represents that it is in compliance with Applicable Environmental Laws and is not required to obtain any permits, licenses or authorizations to construct, occupy, operate or use any portion of the Assets as now being used by reason of any such Applicable Environmental Laws, except as set forth in Schedule 3.12(c).

(d) No use of the Assets by IFA or , to the best of IFA’s knowledge, any prior owners of the Assets has occurred which violates any Applicable Environmental Laws. IFA has not at any time, directly or indirectly “treated,” “disposed of,” “generated,” “stored” or “released” any “toxic or hazardous substances,” as each term is defined under the Applicable Environmental Laws, or arranged for such activities, in, on or under the Assets, the Pond or any parcel of land, whether or not owned, occupied or leased by IFA.

(e) There has been no litigation brought or, to the best of IFA’s knowledge, threatened nor any settlement involving IFA alleging the presence, disposal, release, or threatened release, of any toxic or hazardous substance or solid wastes from the use or operation of the Assets, the Properties or the Water System, and none of the

Assets or the Properties are on any federal or state “Superfund” list or subject to any environmentally related liens.

3.13 Insurance.

IFA maintains insurance in connection with the Properties and the Water System Assets against hazards and risks and liability to persons and property.

3.14 Condition of Assets.

The Assets have been maintained by a professional certified water operator and to that extent are believed to be in good operating condition and repair, ordinary wear and tear excepted, and conform to all restrictive covenants, applicable laws, regulations and ordinances relating to their construction, use and operation, except as noted in 3.12(c) above.

3.15 Tax Matters.

Except as disclosed in Schedule 3.15, all taxes owed to any Governmental Authority, and all claims, demands, assessments, judgments, interest, penalties, costs and expenses connected therewith have been paid in full. Except as disclosed in Schedule 3.15, IFA has complied with all requirements applicable to it with respect to all income, withholding, sales, use, gross earnings, real and personal property, excise and other taxes. Except as disclosed in Schedule 3.15, IFA has not executed or filed with any Governmental Authority any agreement extending the period of assessment or the collection of any tax. IFA has not been the subject of any audit by any state or federal agency for any years completed within six years of the Closing Date, except as stated in Schedule 3.15.

3.16 Disclosure.

No representation or warranty in this Article 3 or in any information, list, schedule or certificate furnished or to be furnished by or on behalf of IFA pursuant to this Agreement or in connection with actions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statement contained herein or therein not misleading.

3.17 Disclaimer of Warranties.

IFA WILL TRANSFER AND ASSIGN, AND AQUARION WILL ACCEPT, THE WATER SYSTEM ASSETS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, PRIOR USE, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OF THE ASSETS OR ANY PART THEREOF, AS TO THE ABSENCE OF ANY LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE WATER SYSTEM ASSETS OR ANY PART THEREOF, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES AS ARE CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION WITH OR IN FURTHERANCE OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

4. REPRESENTATIONS AND WARRANTIES OF AQUARION

Aquarion hereby represents and warrants as follows:

4.1 Organization and Good Standing.

Aquarion is a public service company as defined in Section 16-1 of the General Statutes of Connecticut and is a corporation duly organized, validly existing, and in good standing under the laws of the State of Connecticut.

4.2 Authority Relative to this Agreement.

The execution and delivery of this Agreement by Aquarion has been duly and validly authorized by all requisite action on the part of Aquarion. This Agreement has been duly executed and delivered by Aquarion and constitutes a valid and legally binding obligation of Aquarion, enforceable in accordance with its terms. Approval by the Board of Directors of Aquarion and approval of the transfer of the Water System and Assets by the DPH are the only other actions required in order to authorize Aquarion to consummate the transactions contemplated by this Agreement.

4.3 Absence of Defaults.

The execution and delivery of this Agreement does not, upon approval of the transactions described herein by the DPH, and consummation of the transactions contemplated hereby will not, (a) violate any provision of the Certificate of Incorporation or Bylaws of Aquarion; (b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement or instrument to which Aquarion is a party or by which it or any of the Assets may be bound; (c) violate any judgment, order, injunction, decree, award, rule or regulation against, or binding upon, Aquarion; or (d) constitute a violation by Aquarion of any law or regulation of any jurisdiction as such law or regulation relates to Aquarion.

4.4 No Brokers.

All negotiations relative to this Agreement have been carried on by Aquarion directly with IFA without the intervention of any person as a result of any act of Aquarion in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

4.5 Investigation

Aquarion shall provide notice to IFA prior to Closing if Aquarion's investigation or examination of the business, property or operations of the Water System or of the Assets prior to the Closing Date reveals a violation of any representation or warranty of IFA in this Agreement, provided such investigation or examination shall not affect the obligations of IFA under this Agreement.

5. CONDUCT OF THE PARTIES PENDING THE CLOSING DATE

5.1 Approvals and Consents.

IFA and Aquarion will use commercially reasonable efforts to secure the approval of the transactions contemplated by this Agreement by Governmental Authorities and by all other parties whose consent is required by law or under the terms of any indenture, contract, consent order or agreement to which IFA or Aquarion is a party.

5.2 Conduct of the Company's Business.

Until the Closing Date, IFA shall conduct its business and affairs with respect to the Properties and the Water System only in the ordinary course, and so that the representations and warranties contained in Article 3 hereof will be true and correct at and as of the Closing Date, except for changes permitted or contemplated by this

Agreement, and so that the conditions to be satisfied by IFA on or prior to the Closing Date shall then have been satisfied. IFA shall use its best efforts to maintain and preserve the operation of the Water System, and to preserve its relationships with persons or entities having business relations with IFA relating to the Water System. IFA will cooperate with Aquarion on and after the Closing Date to effect a satisfactory transition in the operation of the Water System.

Without limiting the generality of the foregoing, pending the Closing Date, without the prior written consent of Aquarion:

(a) IFA shall not dispose of any of the Assets other than in the ordinary course of business, which such disposal shall in no event exceed \$10,000 in any individual transaction or \$25,000 in the aggregate;

(b) IFA shall not incur any additional liabilities, except with respect to utilities as incurred in the ordinary course of business, or such other liabilities incurred in the ordinary course of business which do not exceed \$10,000 individually or \$25,000 in the aggregate, whether for borrowed money or otherwise, or encumber any of the Assets;

(c) IFA shall not take any action that might adversely affect its ability to pass good and marketable title to the Assets free and clear of all liens and charges;

(d) IFA shall maintain in force all existing casualty and liability insurance policies and fidelity bonds relating to the Assets, or policies or bonds providing substantially the same coverage;

(e) IFA shall advise Aquarion in writing of any material, adverse change or any event, occurrence or circumstance which is likely to cause a material adverse change in the Assets or liabilities (whether absolute, accrued, contingent or otherwise);

(f) IFA shall operate the Water System in accordance with general water works standards, maintain the Assets in operating condition, and as good condition as exists as of the effective date of this Agreement, reasonable wear and tear excepted.

5.3 Termination of Agreements.

Unless otherwise permitted by Aquarion, IFA shall take any and all action as is necessary in order to terminate, prior to the Closing Date, any and all agreements, arrangements or understandings relating in any manner directly to the Water System (i) by or on behalf of IFA; (ii) by or on behalf of IFA relating to matters related to the water utility operations of the Water System; and (iii) listed in Schedule 3.8, other than (a) existing service extension agreements previously approved by applicable regulatory authorities, and (b) those listed on Schedule 1.2.

5.4 Information and Access.

IFA shall give to Aquarion and to Aquarion's representatives full access at such times and locations as are mutually agreed upon by Aquarion and IFA to all the Assets. All of the books, contracts, documents, accounting and financial records, customer records, and files of IFA related to the Assets may be inspected at the office of IFA by mutual agreement of Aquarion and IFA. IFA will furnish to Aquarion copies of all such documents and records at Aquarion's expense with respect to IFA's business as Aquarion may reasonably request. Said access shall specifically include access to (i) all personnel records of IFA, (ii) all contracts and agreements referred to in Section 3.8 hereof, (iii) all files and records described in Section 1.1 relating to the Water System of this Agreement; and (iv) the Water System.

5.5 Observation.

Until the Closing Date, Aquarion may assign its personnel or other representatives to observe the operations of the Water System or to consult with personnel or agents of IFA with respect to the conduct of the business of the Water System. IFA agrees to cooperate with Aquarion and its representatives to facilitate such observation in times, places and manners that allow Aquarion to gather necessary or appropriate information without disrupting or increasing the cost of IFA's ongoing operations.

5.6 Lawsuits.

IFA shall notify Aquarion promptly of any lawsuit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced (a) involving the transaction contemplated by this Agreement or (b) which might have a material adverse effect on the Assets.

5.7 Compliance with Laws.

With respect to the Water System and the Properties, from the date hereof, IFA shall use its reasonable efforts to remain in compliance with all federal, state, local and other laws, statutes, ordinances, rules, regulations, orders, judgments, and decrees applicable to IFA and any operations of the Water System or of its operations of the Assets.

5.8 Additional Documents.

IFA shall execute and deliver such other documents as Aquarion may reasonably request for the purpose of carrying out the transactions contemplated by this Agreement.

6. COVENANTS OF AQUARION

6.1 Cooperation.

Aquarion will refrain from voluntarily taking any action which would knowingly (a) render any representation or warranty contained in this Agreement inaccurate as of the Closing Date, (b) be inconsistent with the satisfaction of the requirements, covenants, and agreements applicable to it as set forth in this Agreement, or (c) impede or prevent the conditions to the consummation of the transaction contemplated by this Agreement from being satisfied.

6.2 Lawsuits.

Aquarion shall promptly notify IFA of any lawsuit, claim, proceeding or investigation which may be threatened, be brought, asserted or commenced involving the transactions called for in this Agreement or which might have an adverse impact upon IFA.

6.3 Water Rates.

Aquarion will use commercially reasonable efforts to maintain a flat rate for each customer of the Water System after the Closing equal to the average residential bill for Aquarion's Eastern Division customers from time to time, such rate to remain in effect for each customer of the Water System until such time as Aquarion installs a water meter on such customer's premises, but only to the extent it is permitted by applicable law to maintain such flat rate. Upon the installation of a water meter on the premises of a customer of the Water System, such customer will be charged Aquarion's Eastern

Division rates. Aquarion shall endeavor to install all meters within one year of acquisition of the Water System.

6.4 Curb Valves.

Within one year after the Closing Date Aquarion will use commercially reasonable efforts to locate the curb box on each service line in the Water System. Where the curb box is found and is functional, Aquarion will test the operation of the curb valve and repair or replace such curb valve if necessary. Where curb boxes are not found, or do not provide appropriate access to the curb valve, the customer will be notified and given the opportunity to install a curb box at his or her expense. If the customer elects to install a new curb box, Aquarion will replace the curb valve, if necessary, in conjunction with installation of the curb box.

7. CONDITIONS OF AQUARION'S OBLIGATIONS

The obligations of Aquarion to be performed by it under this Agreement shall be subject on or prior to the Closing Date to the following conditions:

7.1 Required Approvals and Consents.

(a) The transactions contemplated by this Agreement have been approved by the Board of Directors and members of IFA in the manner required by law and by IFA's Constitution and By-Laws to approve this Agreement and the transactions contemplated hereby.

(b) The DPH shall have approved the transfer of Class I and Class II water company land, if any, as contemplated by this Agreement, and provided any other approvals necessary for completion of this transaction.

(c) IFA shall have continued to meet all statutory and regulatory requirements including but not limited to monitoring and reporting requirements of the DPH and the DEEP and shall submit results as required to DPH and DEEP through the Closing Date. Aquarion acknowledges receipt of the Sanitary Surveys dated May 3, 2010 issued by DPH. Aquarion further acknowledges that it is purchasing the Water System from IFA subject to the items mentioned in such Sanitary Surveys.

(d) IFA shall have completed and distributed its 2012 Consumer Confidence Report (the report containing 2012 water quality data) to all of IFA's consumers in accordance with 1913-B102(i)(10) of the Regulations of Connecticut State Agencies.

(e) IFA's 2012 water quality monitoring shall indicate that there are no water quality parameters other than distribution system turbidity in violation of the Connecticut State Public Health Code except as otherwise disclosed on Schedule 7.1(f).

(f) Aquarion shall be satisfied with the results of analyses performed on the water quality samples to be collected by Aquarion from IFA's Water System on or before December 31, 2012.

(g) IFA shall have provided to Aquarion documentation and mapping regarding the use of the curtain drain on property in the vicinity of Wells 4 and 5 located at 79 Obtuse Road South, Brookfield on or before December 31, 2012, which documentation and mapping shall be satisfactory to Aquarion..

(h) Within five days of receipt of the last of the relevant decisions, orders or other communications from all applicable regulatory authorities, Aquarion shall advise IFA in writing as to whether such communications comply with the requirements of this

Section 7.1, and, if such communications do not comply with such requirements, whether or not Aquarion intends to proceed with the transactions contemplated herein.

7.2 Consents.

IFA shall have obtained the consents necessary or appropriate, in the reasonable opinion of Aquarion's counsel, in order for Aquarion to effect the transactions contemplated by this Agreement.

7.3 Termination of Agreements.

Any agreements of the type described in Section 5.3 shall have been terminated, and evidence of such termination, in form and substance reasonably satisfactory to Aquarion, shall have been delivered to Aquarion.

7.4 Performance by IFA.

All representations and warranties of IFA contained in this Agreement or in any document delivered by or on behalf of IFA to Aquarion pursuant to this Agreement shall be true and correct in all material respects at and as of the Closing Date, except for changes permitted or contemplated by this Agreement, and IFA shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

7.5 Adverse Change.

Since the date of this Agreement, there shall have been no material adverse change in the Assets or in the business, results of operations, or condition, financial or otherwise, of the Water System.

7.6 Instruments of Transfer.

All such assignments and instruments of conveyance and transfer necessary, in the reasonable opinion of counsel for Aquarion, to convey the Assets to be transferred hereunder shall have been duly executed by IFA in such form as to be effective under Connecticut law to convey to Aquarion good and marketable title and all rights of IFA in and to the Assets.

7.7 Form of Documents.

All actions, proceedings, instruments and documents required to carry out this Agreement or incidental thereto and all other related matters shall have been approved by Aquarion and IFA.

7.8 Litigation.

No suit, action, proceeding or governmental investigation shall be threatened, pending or reasonably believed by Aquarion to be in prospect before or by any court or governmental agency which, in the reasonable opinion of Aquarion, renders completion of the transfer contemplated hereby economically impractical.

7.9 Opinion of Counsel for IFA.

Aquarion shall have received an opinion, dated the Closing Date, satisfactory in form and substance to Aquarion from Carmody & Torrance LLP, counsel for IFA, with respect to the matters set forth in Schedule 7.9 of this Agreement. Such opinion shall also include such other matters as may reasonably be requested by Aquarion or its counsel. In rendering such opinion, IFA's counsel shall be entitled to rely, as to matters of fact, on certificates of public officials and IFA.

7.10 2012 Financial Statements

IFA shall have provided to Aquarion, at least 30 days prior to the Closing, financial statements, including the Water System, to the extent available, for the year 2012 (the "2012 Financials"). The representations and warranties contained in Section 3.10 shall be applicable to the 2012 Financials in the same manner as applicable to the 2009, 2010 and 2011 statements referred to in Section 3.10. The 2012 Financials shall contain no change in the financial position, results of operations, assets, liabilities or business of the Water System, whether or not described in the financial statements described in Section 3.10, other than changes in the ordinary course of business which have not been materially adverse.

7.11 Schedules.

The Schedules to this Agreement shall have been completed or updated by IFA to Aquarion's satisfaction as described in Section 12.8, and the relevant representations and warranties of IFA in Section 3 of this Agreement, as supplemented by such schedules, shall be true and correct in all material respects,

8. CONDITIONS OF THE OBLIGATIONS OF IFA

The obligations of IFA to be performed by it under this Agreement shall be subject, on or prior to the Closing Date, to the following conditions:

8.1 Required Approvals.

The transactions contemplated by this Agreement have been approved by the Board of Directors of Aquarion and by the DPH, as contemplated by this Agreement.

8.2 Performance by Aquarion.

The representations and warranties of Aquarion contained in this Agreement or in any document delivered by or on behalf of Aquarion to IFA pursuant to this Agreement shall be true and correct in all material respects at and as of the Closing Date, except for changes permitted or contemplated by this Agreement, and Aquarion shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

8.3 Litigation.

No suit, action, proceeding or governmental investigation shall be threatened, pending or reasonably believed by IFA or its counsel to be in prospect before or by any court or governmental agency which, in the reasonable opinion of IFA or its counsel, renders completion of the transfer contemplated hereby economically impractical.

9. INDEMNIFICATION

9.1 Indemnification; Limitation on Liability.

(a) Aquarion shall be indemnified and held harmless by IFA from and against any and all liabilities, assessments, deficiencies, penalties, interest, damages, losses, claims and expenses (including, but not limited to, court costs and attorneys' fees) (hereinafter collectively referred to as the "Losses") which Aquarion may sustain or which may be asserted against Aquarion, arising out of or founded in any way upon (i) the operation of IFA's business prior to the Closing Date; or (ii) the ownership of the Properties prior to the Closing Date; or (iii) any breach or default of or under any of the representations, covenants or other provisions of this Agreement, including any document furnished or delivered to Aquarion pursuant to this Agreement, or resulting from any

material omission in any of the foregoing necessary to make the same not misleading provided that in all cases Aquarion notifies IFA in writing of its claim within twelve months of the Closing.

(b) Aquarion shall not be entitled to recover under clause (a) of this Section unless and until the Losses recoverable hereunder exceed \$10,000 in the aggregate, at which point Aquarion shall be entitled to recover the full amount of such Losses from the first dollar.

(c) The total liability of IFA under this Agreement, including without limitation clause (a) of this Section 9.1, shall not exceed the Purchase Price.

9.2 Indemnification Remedy; Arbitration.

In the event that IFA is obligated to indemnify or hold harmless Aquarion pursuant to Section 9.1 hereof, Aquarion shall have the unqualified right under this Agreement to take any and all action, legal or otherwise, necessary or desirable, to obtain said payments. If the parties are unable to agree on the value of the Losses, such dispute shall be settled by arbitration in Hartford, Connecticut, pursuant to the rules then obtaining of the American Arbitration Association.

10. TERMINATION

10.1 Termination Events.

This Agreement may be terminated and abandoned at any time prior to the Closing Date:

(a) by mutual agreement of Aquarion and IFA;

(b) by Aquarion or IFA, if the approvals set forth in Section 7 hereof shall have not been obtained on or before a date twelve (12) months from the date hereof;

(c) by Aquarion if the conditions set forth in Section 7 shall not have been complied with or performed in any material respect and such noncompliance or nonperformance shall not have been cured or eliminated by IFA on or before the Closing Date;

(d) by Aquarion if IFA does not cure title defects or remove liens or encumbrances on the Property as requested by Aquarion, within the timeframe as set forth in Section 1.3;

(e) by IFA, if the conditions set forth in Section 8 shall not have been complied with or performed in any material respect, and such noncompliance or nonperformance shall not have been cured or eliminated by Aquarion on or before the Closing Date; or

(f) by Aquarion pursuant to Section 1.3 or Section 12.8.

10.2 Effect of Termination; Return of Materials; Expenses, Etc.

(a) If this Agreement is terminated because of either party's inability, after good faith effort, to secure the approval of all applicable regulatory authorities, as required by law, each party shall return to the other party all written material obtained in connection with the transactions contemplated hereby, whether obtained before or after the execution of this Agreement.

(b) Regardless of whether or not the transactions contemplated by this Agreement are consummated, each party shall pay its own expenses (including, without limitation, the fees and expenses of its agents, representatives, counsel, and accountants) incurred in connection therewith.

11. AMENDMENT AND WAIVER

This Agreement may be amended in writing at any time prior to the Closing Date by the mutual written consent of IFA and Aquarion.

12. OTHER PROVISIONS

12.1 Governing Law.

This Agreement shall be construed and interpreted according to the laws of the State of Connecticut.

12.2 Assignment.

This Agreement may not be assigned by any party hereto without the prior written consent of the parties, and any attempt to assign without such consent shall be voidable by any party.

12.3 Notices.

All notices, waivers, and consents under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, addressed as follows:

If to IFA to:

Mr. Jeff Papsin
Indian Fields Homeowner's Association
32 Arapho Road
Brookfield, Connecticut 06804

with a copy to:

Daniel P. Venora, Esquire
Carmody & Torrance LLP
50 Leavenworth Street
P. O. Box 1110
Waterbury, CT 06721-1110

If to Aquarion to:

Donald J. Morrissey
Executive Vice President and Chief Financial Officer
Aquarion Company
835 Main Street
Bridgeport, Connecticut 06606

with a copy to:

Paul Belval, Esquire
Day Pitney LLP
242 Trumbull Street
Hartford, Connecticut 06103

12.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute only one instrument.

12.5 Survival of Representations and Warranties.

Aquarion and IFA agree that the representations and warranties contained in this Agreement or in any instrument delivered hereunder shall survive the Closing Date for a period of one (1) year. The representations and warranties contained herein shall not survive beyond said one (1) year period.

12.6 Waiver.

Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

12.7 Successor and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties hereto.

12.8 Schedules.

IFA shall complete or update each of the Schedules referenced herein, with the exception of Schedule 7.9, the process for completion of which is described in Section 7.9, within 30 days following the date of execution of this Agreement, which completed or updated schedules shall be acceptable to Aquarion in its sole discretion. Aquarion shall have 30 days after receipt of the completed or updated schedules to object to their content or execute an amendment revising the Agreement to include such schedules. If IFA is unable to complete or update such schedules, or Aquarion objects to such schedules as completed or updated by IFA, Aquarion shall have the right to terminate this Agreement with no further obligations hereunder.

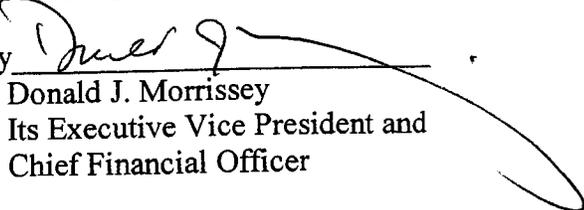
12.9 Severability.

In case one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

[Signature Page Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of this 30th day of November, 2012.

AQUARION WATER COMPANY OF
CONNECTICUT

By 

Donald J. Morrissey
Its Executive Vice President and
Chief Financial Officer

INDIAN FIELDS HOMEOWNER'S
ASSOCIATION

By _____

Jeff Papsin
Its President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of this 30th day of November, 2012.

AQUARION WATER COMPANY OF
CONNECTICUT

By _____
Donald J. Morrissey
Its Executive Vice President and
Chief Financial Officer

INDIAN FIELDS HOMEOWNER'S
ASSOCIATION

By _____ 
Jeff Papsin
Its President

SCHEDULE 1.1.1

List of Properties

79 Obtuse Road South
4A Apache Drive

Those two certain pieces, parcels or tracts of land, including wells and all appurtenances thereto, situate, lying and being in the town of Brookfield, County of Fairfield and State of Connecticut, more particularly bounded and described as follows:

First Piece (79 Obtuse Road South):

Lot #6 on a certain map entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 6 at Page 109, to which reference may be had.

Together with all water mains installed in the roadway shown on said map and together with the right to Boulder Springs Water Company, its successors and assigns, forever to enter upon said roadway and dig thereon as necessary to locate, maintain, replace or repair any such water mains; and together with the right to Boulder Springs Water Company, its successors and assigns, forever exclusively to take water from the wells located on Lot #11 and on Lot #13 as shown on said map and to enter upon said roads for the purpose of maintaining or repairing said wells and for the purpose of maintaining, repairing or replacing the pipes and electrical wires leading from said wells; all as set forth in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Springs Water Company to Indian Fields Homeowners Association, dated December 16, 1982 and recorded January 25, 1983 in Volume 148 at Page 230 of the Brookfield Land Records.

Second Piece (4A Apache Drive):

That certain piece, parcel or tract of land shown on a map entitled "Property To Be Conveyed to Indian Head Water Services Indian Fields Brookfield, Conn. Scale 1" = 40' Feb., 1968 Certified Substantially Correct K.W. Rogers, Surveyor" which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 7 at Page 37, as Map 4, to which reference may be had. Being the northwesterly portion of Lot 17 as shown on map entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 6 at Page 109, excepting therefrom the portion of said premises shown as .957 acres on a certain map entitled "Revised Map of Lot #17, Indian Fields, Brookfield, Conn., Property of Brook Dale Homes, Scale 1" = 40', February, 1968" filed in Volume 78 at Page 680 of the Brookfield Land Records.

Being the same property described as the Second and Third Parcels, respectively, in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Spring Water Company to Indian Fields Homeowner's Association, dated December 16, 1982 and recorded January 25, 1983 in Volume 148 at Page 230 of the Brookfield Land Records.

Together with all right, title and interest in and to an Easement for water and well rights over Lot #11 and Lot #13 granted Boulder Springs Water Company by Nineteen Seventy-Six Corporation dated March 6, 1974 and recorded in Volume 104 at Page 842 of the Brookfield Land Records.

Together with all the right, title and interest in and to an Easement from Bruce A. Tirri and Dolores M. Tirri to Indian Fields Homeowners Association dated May 9, 1989 and recorded in Volume 223 at Page 945 of the Brookfield Land Records.

Said premises are subject to the following encumbrances:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Notes, conditions and such state of facts as are shown on a survey entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." filed as Map 6-109.
3. Easement, Brook-Dale Homes, Inc. to The Connecticut Light and Power Company dated November 1, 1967, recorded in Volume 76 at Page 525 of the Brookfield Land Records.
4. Effect, if any, of covenants, restrictions and agreements contained in an agreement by and among Brook-Dale Homes, Inc. and Indian Head Water Services, Inc. dated February 21, 1968, recorded in Volume 77 at Page 403 of the Brookfield Land Records.
5. Easement, Brook-Dale Homes, Inc. to The Southern New England Telephone Company dated March 6, 1968, recorded in Volume 78 at Page 595 of the Brookfield Land Records.
6. Effect, if any, of a Water Agreement by and among Nineteen Seventy-Six Corporation. Franklin C. Lewis, Paul C. From, Reambolt Corporation and Dove Tail, Inc. and Boulder Springs Water Company dated December 10, 1973, recorded in Volume 104 at Page 11 of the Brookfield Land Records. See also Amendment to Water Agreement dated January 3, 1974, recorded in Volume 104 at Page 261 of the Brookfield Land Records. Note: Agreement remains in effect until taken over by a governmental authority or public utility or until the water systems and Boulder Springs Water Company become bound by rules and regulations of PUC.

SCHEDULE 1.1.2

Maps of Water System

See Maps Attached.

SCHEDULE 1.1.3

Description of Assets

IFA water system assets include the following:

- Pump House property, including pump house & storage tank building and all their contents.
- All pump control panels located inside pump house.
- Chlorine adding system & controls.
- Pressurized tank, control panel & air compressor located inside pump house.
- Two underground water storage tanks located on pump house property.
- All underground piping and distribution from pump house to water shutoffs at each of the 55 houses that are serviced by the water system.
- Six wells, two of which are located on the pump house property being purchased, and four of which are located on home owner properties (with easements).
- Fault alarm system and phone line.

SCHEDULE 1.1.4

Excluded Property

21 Cherokee Drive (Pond Property)

IFA shall retain all right, title and interest in and to the following property:

That certain piece, parcel or tract of land situate, lying and being in the town of Brookfield, County of Fairfield and State of Connecticut, shown as "Parcel (A)" on a certain map entitled "Indian Fields Section One - A Prepared for Nineteen Seventy-Six Corporation Town of Brookfield County of Fairfield State of Connecticut Scale 1" = 100' Oct. 18, 1972 Certified Substantially Correct by C. James Osborne, Jr. R.L.S. Charles J. Osborne Associates Newtown & New Milford Connecticut" which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 9 at Page 35, to which reference may be had.

Said parcel "A" contains 4.191 acres and is bounded as follows, to-wit:

NORTHERLY: By Lots 63A and 64A, as shown on said map, each in part;

EASTERLY: By Lots 65A and 66A, as shown on said map, each in part;

SOUTHERLY: By Navaho Drive, and Lot 67A, as shown on said map, each in part;

WESTERLY: By said Lot 67A, Cherokee Drive, and property now or formerly of Allen L. and Roberta L. Patton, each in part.

Being the same property described as the First Parcel in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Spring Water Company to Indian Fields Homeowner's Association dated December 16, 1982 and recorded January 25, 1983 in Volume 148 at Page 230 of the Brookfield Land Records.

SCHEDULE 1.2

Contracts To be Assumed by Aquarion

None.

SCHEDULE 3.2(i)

Encumbrances

The assets to be conveyed are subject to the following encumbrances as of the effective date of the Agreement:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Notes, conditions and such state of facts as are shown on a survey entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." filed as Map 6-109.
3. Easement, Brook-Dale Homes, Inc. to The Connecticut Light and Power Company dated November 1, 1967, recorded in Volume 76 at Page 525 of the Brookfield Land Records.
4. Effect, if any, of covenants, restrictions and agreements contained in an agreement by and among Brook-Dale Homes, Inc. and Indian Head Water Services, Inc. dated February 21, 1968, recorded in Volume 77 at Page 403 of the Brookfield Land Records.
5. Easement, Brook-Dale Homes, Inc. to The Southern New England Telephone Company dated March 6, 1968, recorded in Volume 78 at Page 595 of the Brookfield Land Records.
6. Effect, if any, of a Water Agreement by and among Nineteen Seventy-Six Corporation, Franklin C. Lewis, Paul C. From, Reambolt Corporation and Dove Tail, Inc. and Boulder Springs Water Company dated December 10, 1973, recorded in Volume 104 at Page 11 of the Brookfield Land Records. See also Amendment to Water Agreement dated January 3, 1974, recorded in Volume 104 at Page 261 of the Brookfield Land Records. Note: Agreement remains in effect until taken over by a governmental authority or public utility or until the water systems and Boulder Springs Water Company become bound by rules and regulations of PUC.

SCHEDULE 3.2(ii)

Liens to be Released

None.

SCHEDULE 3.7

Description of Litigation and
Orders Pertaining to the Water System

None.

SCHEDULE 3.8

Contracts to which IFA is a Party

None. IFA obtains certain services from vendors in connection with its operation of the water system, but IFA is not a party to material contracts for such services.

SCHEDULE 3.12 (a)

Licenses related to Water System

None. IFA is not in possession of any licenses used or relied upon by it for the operation of the water system.

Schedule 3.12(c)

Additional Permits Required

None. IFA is not aware of any permits required for operation of the water system.

SCHEDULE 3.14

Condition of Assets

SCHEDULE 3.15

Tax Matters

None.

SCHEDULE 7.1(f)

Water Quality

Schedule 7.9

Opinions of Counsel to IFA

- Seller is a Tax District formed in accordance with Chapter 105 of the General Statutes of Connecticut, Sections 7-324 to 7-327.
- Seller is not a water company as defined under section 16-1 of the Connecticut General Statutes.
- Seller is legally authorized to sell and distribute water in the Town of Brookfield, Connecticut in which it presently sells and distributes water through the Water System.
- Seller possesses full legal authority to enter into and carry out the provisions of this Agreement.
- The execution, delivery and performance of this Agreement by Seller will have been duly and validly authorized by all requisite action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms. Approval of the transfer of Class I or II Water Company land by the DPH -is the only action required by a governmental authority in order to authorize the Seller to consummate the transactions contemplated by this Agreement.
- The consummation of the transaction contemplated hereby will not violate any provision of the Constitution or By-laws of the Seller.
- The consummation of the transaction contemplated hereby will not constitute a violation by the Seller of any law or regulation of any jurisdiction as such law or regulation relates to the Seller, the Water System or the Assets.
- The Agreement has been adequately approved by the Seller and by the Board of Directors of the Seller in the manner required by law and by the Seller's Constitution or By-Laws to approve this Agreement and the transactions contemplated hereby.
- The assignments and instruments of conveyance and transfer necessary to convey the Assets to be transferred hereunder have been duly executed by the Seller in such form as to be effective under Connecticut law to convey to Aquarion all rights of the Seller and in and to the Assets.

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

- 4. Provide copies of the notification letter sent to the chief elected and chief executive officials of the towns in which the proposed sale, lease, transfer or assignment will occur. Submit both sides of the certified mail green return receipt or United State Postal Service delivery confirmation.**

Attached, as Exhibit E – 4a, is a copy of Indian Fields' letter, sent via the U.S. Postal Service by registered mail, return receipt requested, to First Selectman William R. Davidson, the chief elected official of the Town of Brookfield, Connecticut, giving notice that Indian Fields has submitted an application to the Connecticut Department of Public Health seeking a permit, pursuant to C.G.S. Section 25-32(b), to sell its groundwater well properties, deeded well rights, and dedicated well easements, being Class I water company land supplying its Indian Fields System, to Aquarion Water Company of Connecticut.

A copy of the U.S. Postal Service receipt, giving evidence that the notice letter was received by First Selectman Davidson, will be forwarded to the Department once the receipt has been received by Indian Fields.

Exhibits E – 4a

**Copy of Notice Letter to Hon. William R. Davidson, First Selectman,
Town of Brookfield, Connecticut**

INDIAN FIELDS HOMEOWNERS ASSOCIATION
32 ARAPAHO ROAD
BROOKFIELD, CT 06804
203-775-7028

Certified Mail
Return Receipt Requested
Receipt # 7006 2760 005 3943 3654

December 20, 2012

Hon. William R. Davidson
First Selectman, Town of Brookfield
100 Pocono Road
Brookfield, CT 06804

Re: Indian Fields Homeowners Association. – Indian Fields Water Supply System, PWSID
CT0180131, Brookfield, Connecticut

Dear First Selectman Davidson:

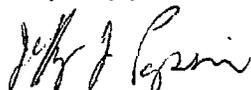
In accordance with Section 25-32d(b) of the Connecticut General Statutes, you are hereby given notice that Indian Fields Homeowners Association (“Indian Fields”), has this date filed an application with the Connecticut Department of Public Health (“DPH”) seeking a permit to sell its groundwater well properties and assign its well easement rights, together with related infrastructure that provides water to its members east of Obtuse Road South in the Town of Brookfield, Connecticut, to Aquarion Water Company of Connecticut (“Aquarion”) as part of the sale of IFA’s water supply system to Aquarion.

The Indian Fields System provides water to fifty-five residential customers (population of approximately 220) from two wells (together with treatment equipment and underground storage tanks) situated on a 0.94 acre parcel owned by Indian Fields at 79 Obtuse Road South, one well situated on a 0.22 acre parcel owned by Indian Fields at 4A Apache Drive, and three wells located on easements on private, residential properties at 44, 48, and 52 Apache Drive, all in Brookfield, Connecticut.

After the sale of Indian Fields’ well properties and assignment of its well easement rights to Aquarion, Aquarion will continue to utilize the water produced by these sources to supply Indian Fields’ customers. Aquarion is well qualified to take over and operate the Indian Fields System. It is one of the nation’s largest privately owned water companies, supplying water to over 625,000 people in 47 communities spread across Connecticut.

If you have any questions or comments about the permitting process referenced above or the intended sale of the water supply assets of Indian Fields Homeowners Association’s water supply system to Aquarion, please feel free to contact me at 203-775-7028.

Very truly yours,



Jeffrey J. Papsin,
President

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

- 5. Provide a copy of the “Capacity Evaluation for Water Company Purchase,” completed by the entity to which the land will be sole, leased, transferred or assigned.**

Indian Fields Homeowners Association and Aquarion believe that it is unnecessary for Aquarion to complete a “Capacity Evaluation for Water Company Purchase” form as Aquarion’s capability, both technical and financial, to operate public water supply systems is well known to the Department of Public Health.

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

6. Provide copies of any deed restrictions or variances.

Three of Indian Fields' wells – Wells Nos. 1, 4, and 5 – are situated on parcels of land owned by Indian Fields. These parcels (79 Obtuse Road South and 4A Apache Drive) will be conveyed by Indian Fields to Aquarion by warranty deed, free and clear of restrictions and variances, except those restrictions and obligations of record and imposed on Aquarion, by virtue of its being a public water company, by C.G.S. Sections 25-32 and 25-37c.

See Exhibit E – 2a for the deed restrictions that will affect the well property conveyed by warranty deed.

Indian Fields' easement rights to Wells Nos. 2 and 3, on the private, residential properties at 48 and 52 Apache Drive, will be conveyed to Aquarion in the same deed transferring its groundwater well properties.

Indian Fields operates Well No. 6 at 44 Apache Drive subject to a dedicated easement from Bruce and Dolores Tirri. Indian Fields will assign this easement to Aquarion. A copy of the dedicated easement for Well No. 6 is attached hereto as Exhibit E – 6a.

Indian Fields does not have any sanitary easements benefiting its wells located on private properties.

Exhibits E – 6a

**Copy of Easement, Dated May 9, 1989, from Bruce A. and Dolores M. Tirri, to
Indian Fields Homeowners Association, for Well Purposes**

VGL.223 PG. 945

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That BRUCE A. TIRRI and DOLORES M. TIRRI of Brookfield, Connecticut, County of Fairfield and State of Connecticut, for One Dollar and No/100 (\$1.00) and other valuable consideration received to their full satisfaction of INDIAN FIELDS HOMEOWNERS ASSOCIATION in the Town of Brookfield, County of Fairfield and State of Connecticut, does hereby give, grant, bargain, sell and confirm unto the said INDIAN FIELDS HOMEOWNERS ASSOCIATION, its successors, heirs and assigns:

The perpetual right, privilege, authority and easement for the purposes of installation of one well and piping under and across that certain piece or parcel of land of the Grantor, being more particularly "Proposed Well Easement" on a certain map entitled "Prepared for Indian Fields Home Association, Brookfield, Connecticut, Scale 1"= 40', dated March 31, 1989." Said premises are conveyed subject to easements of record.

Together with the right to enter upon the land within said easement at any reasonable time and from time to time, upon written notice to the Grantor, for the purpose of constructing, servicing, repairing, maintaining, or replacing said well or any material therein, except for emergency servicing or repairing, when no written notice shall be necessary.

The Grantee herein agrees to notify the Grantor, in writing, prior to commencing construction and agrees to coordinate any construction of said well with the Grantor. The Grantee agrees to restore the land within said easement to as nearly its present condition as possible, commensurate with the above provided use of the land, and to similarly restore the land at any time that it is necessary to disturb the surface thereof in connection with the above provided construction, repairing, maintaining, or replacing of said well or its appurtenances.

VOL. 223 PG. 946

The Grantor herein reserves the right to continue to use the land within which the aforesaid easement has been granted for any uses or purposes, except the erection of any buildings on said easement, which do not in any way interfere with the use thereof by the Grantee in fulfilling the purposes for which this easement is granted. All rights granted to the Grantee hereunder in this easement are limited to serve the subdivision known as "Indian Fields". The Grantee further agrees, prior to any construction, to provide the Grantor with a Mechanics' Lien Waiver signed by suppliers of any material or labor to said easement in the installation of said well or the grading or excavation of said site.

The Grantee further agrees, as consideration for this easement, to hold the Grantors harmless from any claims or liabilities and reimburse them for any costs incurred including any reasonable attorney's fees incurred in connection with this Easement, and to maintain liability insurance on said premises, naming the Grantor as additional insured. In the event Grantee fails to maintain said insurance and to supply Grantor with a certificate of the same, after reasonable notice from Grantor, then the rights under this easement shall terminate.

TO HAVE AND TO HOLD the above granted rights, privileges, reservations, authority, and easement unto the said Grantor and Grantee, their respective heirs, successors and assigns forever, to their own proper use and behoof.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, this 9th day of May, 1989.

Signed, Sealed and Delivered
in the Presence of:

Ellen M. Brandt
Ellen M. Brandt

Karen A. Whatley
Karen A. Whatley

Ellen M. Brandt
Paul D. Stevens

Bruce A. Tirri
Bruce A. Tirri

Dolores M. Tirri
Dolores M. Tirri

VOL. 223 PG. 947

INDIAN FIELDS HOMEOWNERS
ASSOCIATION

Ellen M. Brandi By: Thomas A. Phillips
Ellen M. Brandi Thomas A. Phillips, Director

Ruth D. Stevens
Ruth D. Stevens

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss: Danbury May 4, 1989

Personally appeared BRUCE A. TIRRI and DOLORES M. TIRRI,
signer and sealer of the foregoing instrument, and acknowledged
the same to be their free acts and deeds, before me.

Ellen M. Brandi
Notary Public

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss: Danbury
ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992
May 10, 1989

Personally appeared INDIAN FIELDS HOMEOWNERS ASSOCIATION,
acting herein by Thomas A. Phillips, its Director,
duly authorized, signer and sealer of the foregoing instrument,
and acknowledged the same to be his free act and deed, and that
of said INDIAN FIELDS HOMEOWNERS ASSOCIATION, before me.

Ellen M. Brandi
Notary Public ELLEN M. BRANDI
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

Received for Record **MAY 24 1989**
at 3:36 P.M. and recorded by
Ruth D. Stevens
Town Clerk

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

- 7. If the applicant is required to prepare a water supply plan pursuant to C.G.S Section 25-32d, indicate whether the proposed sale, lease, transfer or assignment is consistent with the current approved plan.**

Being a small-scale operation, Indian Fields Homeowners Association's Indian Fields System is under the threshold established by C.G.S. § 25-32d for compiling and maintaining water supply plans.

The Indian Fields Homeowners Association is an organization of fifty-five homeowners who own and operate, with the help of hired consultants, the water supply system that provides water to their respective homes, serving a population in excess of 200 people. As a small association, Indian Fields does not have the expertise or capital reserves of a company such as Aquarion, which Aquarion would deploy to properly maintain, improve, and efficiently operate a water supply system that has the capacity to provide a dependable and high quality supply of potable water to the Indian Fields' members.

The proposed sale of the Indian Fields System to Aquarion Water Company of Connecticut is, accordingly, in the best interest of all the members of the Indian Fields Homeowners Association. Aquarion has the financial wherewithal to make necessary and desirable improvements to the Indian Fields System and the technical expertise to operate it at the highest possible level of quality and efficiency.

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting Information – Sale, Lease, Transfer or Assignment

- 8. Provide the sale of a source notification letter required by C.G.S. Section 25-33I and any subsequent correspondence, if applicable.**

Attached, as Exhibit E – 8a, is Jeffrey J. Papsin's letter, dated November 30, 2012, giving notice to the Department of Public Health, pursuant to C.G.S. Section 25-33I, that Indian Fields Homeowners Association intends to sell the water supply sources owned by its Indian Fields System on Obtuse Road South and Apache Drive in Brookfield, Connecticut, to Aquarion Water Company of Connecticut.

Exhibit E – 8a

**Notice Letter, Dated November 30, 2012, Jeffrey J. Papsin, President,
Indian Fields Homeowners Association,
to Connecticut Department of Public Health**

INDIAN FIELDS HOMEOWNERS ASSOCIATION
79 Obtuse Road South
Brookfield, Connecticut 06804

November 30 , 2012

Certified Mail

Return Receipt Requested

Receipt No. 7010 0780 0000 6692 6684

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner
Connecticut Department of Public Health
410 Capitol Avenue
P.O. Box 340308
Hartford, CT 06134-0308

Re: Intent to Sell Assets, Land and Source of Indian Fields Homeowners Association, Inc.,
to Aquarion Water Company of Connecticut

Dear Commissioner Mullen:

In accordance with Section 25-331 of the Connecticut General Statutes, this is to notify you that Indian Fields Homeowners Association, Inc., intends to sell its assets, land and source to Aquarion Water Company of Connecticut for the sale price of Thirty-Eight Thousand Five Hundred (\$38,500.00) Dollars.

Indian Fields Homeowners Association, Inc., will be submitting a Water Company Land Permit Application as required for consideration and approval by the Connecticut Department of Public Health, Water Supplies Section.

Very truly yours,



Jeffrey J. Papsin
President
32 Arapaho Road
Brookfield, CT 06804

**STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH
DRINKING WATER SECTION
WATER COMPANY LAND PERMIT APPLICATION**

**INDIAN FIELDS HOMEOWNERS ASSOCIATION
SALE OF WELL PROPERTIES AND EASEMENTS TO AQUARION WATER COMPANY OF CT**

Section E. Supporting information – Sale, Lease, Transfer or Assignment

- 9. For the lease of Class I water company land associated with groundwater sources, provide copies of the sanitary easements indicating restrictions within the affected sanitary radius.**

Indian Fields does not lease any land for groundwater well purposes. It operates three wells on private, residential properties subject to deeded easement rights covering two wells and a dedicated easement for the third well. None of these wells is attended by a sanitary easement over the property on which is located.

See Attachments for Sections 2 and 6 for additional information.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

March 4, 2013

Elizabeth Camerino-Schultz
Director of Real Estate
Aqurion Water Company
835 Main Street
Bridgeport, CT 06604

Re: Water Company Land Permit Number WCL2012-39, Sale of Class I water company land to
Aqurion Water Company
DPH Project No.: 2012-0356

Dear Ms. Schultz:

Please find enclosed your copy of the Water Company Land Permit authorizing the sale of Class I water company land associated with the Indian Fields Homeowners Association public water system to Aqurion Water Company.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric McPhee".

Eric McPhee
Supervising Environmental Analyst
Source Water Protection Unit
Drinking Water Secion

Enc.

Cc. w/enc. Jeffery Papsin, President, Indian Fields Homeowners Association



Phone: (860) 509-7333 • Fax: (860) 509-7359 • VP: (860) 899-1611
410 Capitol Avenue, MS#51WAT, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

Affirmative Action/Equal Opportunity Employer

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner



Dannel P. Malloy
Governor
Nancy Wyman
Lt. Governor

Drinking Water Section

Water Company Land Permit

DPH Project No. 2012-0356
Permit No. WCL2012-39

Pursuant to the provisions of Section 25-32(b) and 25-37c of the Connecticut General Statutes (CGS) and Sections 25-37c-1 *et seq.* and 25-37d-1 *et seq.* of the Regulations of Connecticut State Agencies (RCSA), Indian Fields Homeowners Association, owner of Indian Fields Homeowners Association and its associated public water system (PWSID# CT0180131) is hereby granted authorization to sell 1.16 acres (Ac) of Class I water company owned land to Aquarion Water Company of Connecticut (AWC). There shall be no change in use of this land. This transaction includes the Class I Water Company owned land as indicated in the submitted application, specifically the parcels located at 79 Obtuse Road South (0.94 Ac) and 4A Apache Drive (0.22 Ac) in Brookfield, Connecticut and as shown on the plan entitled "Indian Fields Homeowners Association, Obtuse Road South, Brookfield, CT, Scale 1"=200", prepared by Aquarion Water Company."

This sale is authorized based upon the application received December 24, 2012 and additional information received on January 14, 2013. The following conditions that are herein accepted by Indian Fields Homeowners Association and AWC pursuant to RCSA Section 25-37d-3:

1. AWC acknowledges that as a result of the purchase of this water company land and drinking water sources, it shall maintain such subject to the provisions of the CGS Section 25-32 and 25-37c, any regulations adopted pursuant to these sections, and the terms of any permit issued pursuant to these sections. Upon closing, this Water Company Land Permit shall be attached to the land records of these parcels. A written statement from the buyer evidencing such shall be sent to this office within fourteen business days of the closing with the name of the contact person, twenty-four hour per day telephone number available for emergency contact, and business name and address of the water company.
2. AWC shall not sell, lease, assign, or change the use of land and sources, once acquired, without obtaining a permit from the Commissioner of the Department of Public Health pursuant to CGS Section 25-32(b). A change of use constitutes any disturbance of the class I land.
3. A signed copy of the full contract of sale shall be sent to this office within fourteen business days of closing.



Phone: (860) 509-7333 • Fax: (860) 509-7359 • VP: (860) 899-1611
410 Capitol Avenue, MS#51WAT, P.O. Box 340308
Hartford, Connecticut 06134-0308
www.ct.gov/dph

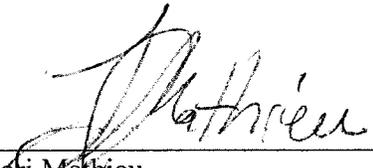
Affirmative Action/Equal Opportunity Employer

DWS Project #: 2012-0356
Permit #WCL2912-39

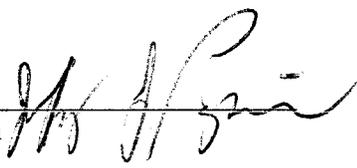
4. This permit does not relieve Indian Fields Homeowner's Association or AWC of complying with any statutory requirements that may be applicable pursuant to CGS Section 16-43 through 16-46.

In evaluating the application, the Connecticut Department of Public Health has relied upon information provided by the seller and buyer. Based on information provided, this sale will not have an adverse impact on the present or future water quality or adequacy of the public water supply.

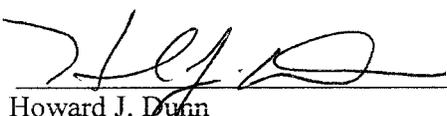
2/28/2013
Date


Lori Mathieu
Public Health Section Chief
Drinking Water Section
Department of Public Health

1-29-13
Date


Jeffrey J. Papsin
President
Indian Fields Homeowners Association

2-1-13
Date


Howard J. Dunn
Vice President-Operations
Aquarion Water Company of Connecticut

INDIAN FIELDS HOMEOWNERS ASSOCIATION
79 Obtuse Road South
Brookfield, Connecticut 06804

November 30 , 2012

Certified Mail

Return Receipt Requested

Receipt No. 7010 0780 0000 6692 6684

Jewel Mullen, M.D., M.P.H., M.P.A.
Commissioner
Connecticut Department of Public Health
410 Capitol Avenue
P.O. Box 340308
Hartford, CT 06134-0308

Re: Intent to Sell Assets, Land and Source of Indian Fields Homeowners Association, Inc.,
to Aquarion Water Company of Connecticut

Dear Commissioner Mullen:

In accordance with Section 25-331 of the Connecticut General Statutes, this is to notify you that Indian Fields Homeowners Association, Inc., intends to sell its assets, land and source to Aquarion Water Company of Connecticut for the sale price of Thirty-Eight Thousand Five Hundred (\$38,500.00) Dollars.

Indian Fields Homeowners Association, Inc., will be submitting a Water Company Land Permit Application as required for consideration and approval by the Connecticut Department of Public Health, Water Supplies Section.

Very truly yours,



Jeffrey J. Papsin
President
32 Arapaho Road
Brookfield, CT 06804

7010 0780 0000 6692 6684

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 0.45
Certified Fee	\$2.50
Return Receipt Fee (Endorsement Required)	\$2.85
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 5.75

WATERBURY, CT
 MAIN OFFICE
 13
 DEC 06 2006
 USPS

Sent To Jewel Mullen, M.D., M.P.H., M.P.A.	
Commissioner	
Street, Apt. No., or PO Box No.	CT Dept. of Public Health
City, State, ZIP+4	410 Capitol Avenue/PO Box 340308 Hartford, CT 06134-0308

PS Form 3800, August 2006 See Reverse for Instructions

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p>Jewel Mullen, M.D., M.P.H., M.P.A. Commissioner Connecticut Department of Public Health 410 Capitol Avenue P.O. Box 340308 Hartford, CT 06134-0308</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> <i>Jewel Mullen</i> <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) 7010 0780 0000 6692 6684</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

May 3, 2010

Mr. Jeffrey J. Papsin
Indian Fields Home Owners Ass.
32 Arapaho Road
Brookfield, CT 06804

PUBLIC WATER SYSTEM: Indian Fields Homeowners Association
CLASSIFICATION TYPE: Community
TOWN: Brookfield, CT
PWSID: CT0180131

SUBJECT: SANITARY SURVEY REPORT

Dear Mr. Papsin:

A sanitary survey was performed at Indian Fields Homeowners Association on March 18, 2010 with Kevin Foley of Foley's Pump Service. The findings of this survey with associated recommended actions are as follows:

System Description:

The sources of supply for this system comprise six active wells; Wells 1 through 6 located within an open space area surrounded by homes with septic systems. Information on the production rates of each of the wells and the distances to septic system components were not available at the time of the survey. According to old survey reports on file at the DPH Well 1 produces slightly over 10 gpm and the other five wells produce approximately 10 gpm or less, and the safe yields of Well 1, 2, 3,4 and 6 were identified at 13.5, 3.75, 8.75 7.5 and 7.2 gpm respectively. Based on these rates the system has adequate water to meet a system estimated design demand of 16,500 gallons per day [55 services x 4 x 75 gallons per person per day]. Due to the need for multiple wells to be in use and some Pumptec controls (low level cutoff) in place, it is presumed that the yields of the wells may drop off during seasonal or dry periods.

The water produced from each well flows into a concrete structure where a meter and sample tap are provided. The well discharge pipes manifold to a common pipe provided with a flow switch used for activating a chlorine feed system. A chlorine solution is added into this common pipe which then splits and extends to and into the upper face of two atmospheric tanks. The tank located to the north is an original 18,000 gallon steel tank bulk headed in the concrete structure, and was inspected by Foley's Pump Service in December 2009. A second 20,000 gallon fully buried steel tank located to the south was added to the system and went on line in January 2008. Water is discharged from each of the tanks via two pipes. A larger pipe on each tank discharges and combines to a common pipe which extends through a pump house and supplies the majority of services by gravity. A smaller pipe on each tank extends to the pump house at which point they combine to a common booster pump suction pipe. Two parallel booster pumps, each rated for approximately 50 gpm, pump water through a 2,000 gallon hydropneumatic tank, bulked in the wall of the pump house and installed in 2001, and out to upper services.

Located in the pump house is the chlorine feed system. The chlorine feed system comprises a day tank on a containment pallet, chemical metering pump, and feed line that extends to the tanks' concrete structure as

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Telephone Device for the Deaf (860) 509-7191
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P.O. Box 340308 Hartford, CT 06134
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Mr. Jeffrey J. Papsin
May 3, 2010
Page 2

previously discussed. A chlorine analyzer (Foxcroft FX-1000P) receives sample water from a line connected to the probe column piping on the hydropneumatic tank. The chlorine feed system was apparently installed as the result of historic total coliform violations.

Alarms were identified for low atmospheric tank level and low pressure on hydropneumatic tank. The booster pumps operate lead/lag and alternate the lead pump between pump cycles.

A distribution flushing program was initiated in 2009.

Groundwater Rule:

Effective December 1, 2009, public water systems (PWS's) are required to comply with the provisions of the Groundwater Rule (GWR). The purpose of the GWR is to provide for increased protection against microbial pathogens (contamination) in public water systems that use groundwater sources.

The GWR employs a targeted risk-based strategy to address risks through an approach that includes **significant deficiencies** identified during periodic sanitary surveys. A **significant deficiency** includes, but is not limited to, a defect in design, operation, or maintenance, or a failure or malfunction of the sources, treatment, storage, or distribution system that the Connecticut Department of Public Health determines to be causing, or has the potential for causing, the introduction of contamination into the drinking water delivered to consumers. The GWR requires corrective action, within a stipulated timetable, for any system with a **significant deficiency**.

If there are any **significant deficiencies** in this sanitary survey report the date of this report will act as the beginning of a 30 day consultation period that provides an opportunity for a PWS to discuss the **significant deficiencies** and any proposed corrective action with the Connecticut Department of Public Health. The 30 day consultation period will end with the required formal written response referenced later in this report.

This sanitary survey report shall serve as the official PWS notification of any significant deficiencies under the GWR. Any significant deficiencies must be corrected within the timetable provided below:

Significant Deficiencies:

None were identified during the survey.

Regulatory Violations:

Applicable Regulatory Section	Description of Violation	Recommended Corrective Action
1) Regulations of Connecticut State Agencies (RCSA) Section 19-13-B102n	Weekly well meter readings for total water produced and instantaneous flow must be taken. Mr. Foley indicated that some readings for total water produced are being taken but no instantaneous flow readings are being taken.	Meter readings for total production and instantaneous flow must be taken at least weekly, recorded and retained for reference. Additionally, indicate who will be taking these readings.

Mr. Jeffrey J. Papsin
 May 3, 2010
 Page 3

Regulatory Requirements:

Applicable Regulatory Section	Description of Requirement	Recommended Action
a) RCSA Section 19-13-B102(e)(7)(M)	A treatment plant which uses chlorine for disinfection treatment must maintain at least a 0.2 mg/L chlorine residual after 10 minutes of time prior to the first service and at the compliance sampling point for chlorine residual. This achieves a contact time (CT) of 2 mg-min/L. Under the GWR a CT of at least 6 mg-min/L is required.	The actual CT for the first customer as well as for the analyzer used for compliance chlorine residual readings must be determined. Please refer to the guideline on the DPH web site for clarification on this item and to assist in the calculations. The calculations must use maximum flows and determine minimum chlorine residual levels necessary. A schematic showing the location where chlorine is added and the system components used in the calculating of CT (tanks and pipes) should also be provided.
b) RCSA Section 19-13-B51d	Well pump withdrawal rate must be known in order to determine separation distance requirements of the well to sources of pollution.	Please provide this office with current information regarding the well pump withdrawal rate (gpm) of each well in order to verify separation distance requirements. Also, provide a scaled site map indicating the location of each well, house, septic system (tank and leaching fields).
c) RCSA Section 19-13-B80	All drinking water treatment chemicals must be approved by the Department. It could not be determined if the sodium hypochlorite used met NSF Standard 60.	The Department accepts the use of drinking water treatment chemicals which are certified to NSF Standard 60. NSF Standard 60 is a national industry standard pertaining to the certification of drinking water treatment chemicals. There are third party accredited testing laboratories including, but not limited to, NSF (www.nsf.org), UL (www.ul.com), and WQA (www.wqa.org) which certify drinking water treatment chemicals to NSF Standard 60. A copy of the certification must be submitted to this office.
d) RCSA Section 25-32-9	The chief operator shall be in direct responsible charge of the water treatment plant, including making process control/system integrity decisions about water quality or quantity that affect public health.	Please refer to the "Duties and Responsibilities of Public Water System's Certified Treatment Plant Operator" regarding this topic, available on the DWS website. In response to this requirement, provide an outline of the operator duties for which Mr. James Foley is responsible for, and if available a copy of the service agreement with him.

Mr. Jeffrey J. Papsin
May 3, 2010
Page 4

Conclusions & Recommendations:

- i) Since the water is disinfected, source water assessment monitoring will be required under the GWR. Indian Fields will be notified when this becomes necessary.
- ii) The chart recorder used for recording chlorine residual values from the chlorine analyzer does not provide values which correspond to the actual level of chlorine residual. At the time of the survey, the analyzer was reading 1.6 mg/L and the recorder value was approximately 5 mg/L.
- iii) Tom Fisher of Indian Fields was indicated to be the person taking daily chlorine residual readings. Foley's Pump service is reminded that it is the responsibility of a State certified Class 1 Treatment Operator to maintain the chlorine feed system and to make any process changes.
- iv) The chemical metering pump should be paced proportional to the flow of all the wells since the flow from these wells more than likely varies over the course of their pumping. This would result in more consistent chlorine residual levels. A meter with a means to transmit a signal to the metering pump would have to be installed on the combined well discharge pipe.
- v) The pump capacity of the booster pumps were not known by Mr. Foley at the time of the survey. Please determine their capacity and provide to this office.
- vi) The atmospheric tanks each should be provided with shielded and screened overflow in addition to the vents which currently also serve as overflows.
- vii) DPH records indicate that 55 homes are served by this system. Please verify that this is still valid. Additionally, indicate the number served by the gravity main and the number served by the booster pump system.
- viii) A horizontal chlorine dip tube is identified to be provided within the southern atmospheric tank, as identified on a schematic of tanks on file. It is assumed this pipe connects into the blended well discharge that enters the top face of the tank and extends back into the tank. Clarification is requested.
- ix) A device (site tube, pressure transducer, pressure gauge, or other) for determining the level of water in the atmospheric tanks should be provided.
- x) A back up generator or provisions for hooking up a portable generator (receptacle and transfer switch) should be provided.
- xi) The pipes within the concrete structure near the tank and within the pump house should be labeled with respect to pipe contents and direction of flow.
- xii) The system has a bell alarm and a dialer telemetry system. A list of alarms provided at this system is requested, and indicate what type of alarm is initiated for each respective alarm. If not already provided, an alarm for low chlorine residual should be provided.
- xiii) An oil-less air compressor should be installed when the existing compress needs to be replaced.

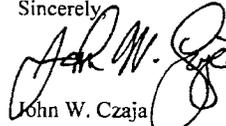
A formal response with a plan of action to address all of the items outlined in this report must be submitted to this office by **June 3, 2010**.

As a reminder, all necessary and required forms, reports, sampling schedules, regulations, fact sheets, etc. are available on the DPH Drinking Water Section website at <http://www.ct.gov/dph/publicdrinkingwater>.

Mr. Jeffrey J. Papsin
May 3, 2010
Page 5

If you have any questions regarding this matter please contact me at (860) 509-7333.

Sincerely,



John W. Czaja
Sanitary Engineer 3
Drinking Water Section



cc: Dr. Raymond Sullivan, Director of Health, Brookfield Health Department
Mr. James Foley, Certified Operator

SAMPLE RESPONSE FROM FOLEY TO CT.

MARCH 18, 2010

Kevin Foley

SANITARY SURVEY REPORT

Jim Foley



30 Miry Brook Road
Danbury, Connecticut 06810



STATE OF CONNECTICUT DEPARTMENT OF HEALTH
410 CAPITOL AVE MS # 51 WAT
P.O. BOX 340308
HARTFORD CONNECTICUT
06134

RE: INDIAN FIELD
CT0180131

ATT: JOHN CZAJA

DEAR JOHN

THIS LETTER IS IN RESPONSE TO YOUR SANITARY SURVEY REPORT
PERFORMED 3/18/2010.

- 1-FOLEYS WILL TAKE METER READING EVERY 10 DAYS *Tom Fisher Every day*
- NO CHARGE* → 2-FOLEYS WILL MEET WITH KEVIN SHEEHAN OR JOE MCNIFF TO CONFIRM THE FIRST CUSTIOMER AND DO ALL THE CT CALCULATIONS *MLC*
- \$200* → 3-FOLEYS TO DETERMINE THE PUMP WITHDRAWAL RATE AND SUPPLY TO THE STATE *MLC*
- NO CHARGE* → 4-FOLEYS TO PROVIDE THE NSF SHEETS FOR THE SODIUM HYPOCHLORITE *MLC*
- 5-JIM FOLEY AND INDIAN FIELD HOMEOWNERS ASSOCIATION HAVE A VERBAL AGREEMENT FOR THE CHIEF OPERATOR POSITION *MA*
- 6- TOM FISHER ~~SAMPLES THE WATER DAILY~~ *Daily Chlorine Residual Reading*
- LOST UNIT WORK* → 7-FOLEYS TO TROUBLESHOOT THE CHART RECORDER AND DEFINE THE PROBLEM ?
- 8-FOLEYS TO INSTALL A PROPORTIONAL FLOW METER TO STABILIZE THE RESIDUAL *\$5,000 - to 6000 = INC New Pump + Control*
- NO CHARGE* → 9-FOLEYS TO PROVIDE THE PUMP CAPACITY *MLC*
- \$150* → 10-FOLEYS TO INSTALL NEW SCREENS ON THE VENT OVERFLOWS. *150⁰⁰*
- 11- INDIAN FIELD TO PROVIDE THE STATE WITH NUMBER OF HOMES AND THE SPLIT BETWEEN PRESSURE AND GRAVITY *N/A*
- NO CHARGE* 12- FOLEYS TO SEEK OUT THE TANK DRAWING FOR THIS TANK *MLC*
- 13-A PRESSURE TRANSDUCER AND READ OUT CONTROL IS NOT IN THE BUDGET FOR THIS YEAR
- 14-A BACK UP GENERATOR IS NOT IN THE BUDGET FOR THIS YEAR
- FOLEY TO LABEL THE PIPES ? *MLC*

Jim Foley

Kevin Foley



30 Miry Brook Road

Danbury, Connecticut 06810

THE ALARM SYSTEM IS CONNECTED TO UNITED ALARM SYSTEMS. THEY
MONITOR THE ALARM AND CONTACT FOLEYS PUMP IF THERE IS A
PROBLEM *MA*

THE AIR COMPRESSOR FOR THIS LOCATION IS NEW *N/EX*

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT JIM FOLEY AT 1-800-528-7018

THANK YOU

Jim Foley
JIM FOLEY

DANBURY
(203) 792-2236

NORWALK
(203) 852-8040

STAMFORD
(203) 353-0026

SOUTH SALEM
(914) 533-2700

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Aug 7, 2011 3:27 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
8/7	4,800,600	1,867,300	4,363,100
8/6	4,797,800	1,866,100	4,360,800
	2,800	1,200	2,300
	#3	#5	#2
8/7	2,030,100	1,010,700	2,207,900
8/6	2,029,000	1,010,200	2,206,400
	1,100	500	1,500

Total well pumps production was 9,400 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jul 31, 2011 3:01 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
7/31	4,777,600	1,856,800	4,344,800
7/30	4,772,800	1,854,500	4,340,900
	4,800	2,300	3,900
	#3	#5	#2
7/31	2,020,500	1,005,300	2,194,600
7/30	2,018,500	1,004,300	2,192,100
	2,000	1,000	2,500

Total well pumps production was 16,500 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jul 24, 2011 2:55 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
7/24	4,753,400	1,845,600	4,325,400
7/23	4,747,500	1,842,800	4,320,500
	5,900	2,800	4,900
	#3	#5	#2
7/24	2,010,400	999,900	2,181,000
7/23	2,007,800	998,900	2,178,400
	2,600	1,000	2,600

Total well pumps production was 19,800 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jul 17, 2011 3:07 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
7/17	4,717,200	1,828,800	4,296,300
7/16	4,712,600	1,826,600	4,292,700
	4,600	2,200	3,600
	#3	#5	#2
7/17	1,994,900	993,300	2,163,300
7/16	1,993,000	992,400	2,160,900
	1,900	900	2,400

Total well pumps production was 15,600 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jul 10, 2011 3:05 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
7/10	4,687,700	1,814,200	4,273,900
7/9	4,683,400	1,812,000	4,270,600
	4,300	2,200	3,300
	#3	#5	#2
7/10	1,982,900	986,900	2,146,500
7/9	1,981,200	986,000	2,143,900
	1,700	900	2,600

Total well pumps production was 15,000 gallons over the past 24.0 hours

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jul 3, 2011 2:58 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
7/3	4,661,100	1,801,100	4,254,500
7/2	4,657,600	1,799,300	4,252,100
	3,500	1,800	2,400
	#3	#5	#2
7/3	1,972,400	980,500	2,129,900
7/2	1,971,100	979,600	2,127,700
	1,300	900	2,200

Total well pumps production was 12,100 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jun 29, 2011 3:22 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
6/28	4,647,900	1,794,300	4,245,400
6/27	4,644,400	1,792,400	4,242,900
	3,500	1,900	2,500
	#3	#5	#2
6/28	1,967,400	976,900	2,121,200
6/27	1,966,000	976,000	2,118,700
	1,400	900	2,400

Total well pumps production was 12,600 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphytaden@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jun 19, 2011 3:21 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
6/19	4,621,000	1,780,000	4,226,300
6/18	4,619,400	1,779,100	4,225,200
	1,600	900	1,100
	#3	#5	#2
6/19	1,957,000	969,600	2,103,000
6/18	1,956,400	969,100	2,101,900
	600	500	1,100

Total well pumps production was 5,800 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jun 13, 2011 4:47 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
6/13	4,605,000	1,771,500	4,214,900
6/12	4,601,000	1,769,400	4,212,100
	4,000	2,100	2,800
	#3	#5	#2
6/13	1,950,800	965,400	2,092,300
6/12	1,949,200	964,400	2,089,800
	1,600	1,000	2,500

Total well pumps production was 14,000 gallons over the past 24.0 hours. Because of the total power loss from Thursday at about 5PM until Saturday about 4PM, I had to wait until today to get a complete 24.0 hour well pumps production report.

Tom Fisher.

Well pumps production report, Indan Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indan Fields Homeowners Assoc.
Date: Jun 6, 2011 4:51 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
6/5	4,578,900	1,757,900	4,196,200
6/4	4,573,700	1,755,200	4,192,500
	5,200	2,700	3,700

	#3	#5	#2
6/5	1,940,600	959,200	2,076,400
6/4	1,938,500	958,100	2,073,700
	2,100	1,100	2,700

Total well pumps production was 17,500 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: May 29, 2011 5:11 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
5/29	4,556,900	1,746,300	4,181,100
5/28	4,551,600	1,743,800	4,177,600
	5,300	2,500	3,500

	#3	#5	#2
5/29	1,932,200	953,700	2,062,600
5/28	1,930,200	952,600	2,059,800
	2,000	1,100	2,800

Total well pumps production report was 17,200 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: May 22, 2011 3:05 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
5/22	4,531,000	1,733,400	4,164,400
5/21	4,528,000	1,731,900	4,162,400
	3,000	1,500	2,000
	#3	#5	#2
5/22	1,922,900	947,500	2,047,000
5/21	1,921,800	946,800	2,045,300
	1,100	700	1,700

Total well pumps production report was 10,000 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: May 15, 2011 3:14 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
5/15	4,510,300	1,722,900	4,150,500
5/14	4,506,500	1,720,900	4,147,800
	3,800	2,000	2,700
	#3	#5	#2
5/15	1,915,300	942,200	2,034,100
5/14	1,913,800	941,200	2,031,700
	1,500	1,000	2,400

Total well pumps production was 13,400 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: May 8, 2011 6:02 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
5/8	4,487,900	1,710,700	4,134,900
5/7	4,484,000	1,708,700	4,132,300
	3,900	2,000	2,600
	#3	#5	#2
5/8	1,906,600	936,400	2,019,200
5/7	1,905,200	935,500	2,016,800
	1,400	900	2,400

Total well pumps production was 13,200 gallons over the past 24.0 hours. The #1 well pump has been repaired.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: May 1, 2011 4:23 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
5/1	4,472,200	1,697,600	4,117,800
4/30	4,472,200	1,696,000	4,115,600
	0	1,600	2,200
	#3	#5	#2
5/1	1,897,000	930,300	2,004,200
4/30	1,895,800	929,800	2,002,600
	1,200	500	1,600

Total well pumps production was 7,100 gallons over the past 24.0 hours. Although Foley's technicians were here on Friday to repair The #1 well pump, it has not been producing any water on Saturday or today. I will contact Foley's tomorrow morning.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Apr 24, 2011 1:20 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
4/24	4,471,800	1,681,200	4,094,400
4/23	4,471,800	1,677,600	4,089,300
	0	3,600	5,100
	#3	#5	#2
4/24	1,883,900	924,000	1,988,100
4/23	1,881,000	922,700	1,984,600
	2,900	1,300	3,500

Total well pumps production was 16,400 gallons over the past 24.0 hours. The #1 well pump is not producing and I will contact Foley's Pump Service tomorrow to request investigation and solution.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Apr 17, 2011 2:51 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
4/17	4,455,600	1,667,600	4,076,500
4/16	4,453,900	1,666,700	4,075,400
	1,700	900	1,100
	#3	#5	#2
4/17	1,873,900	917,700	1,972,800
4/16	1,873,300	917,200	1,971,700
	600	500	1,100

Total well pumps production was 5,900 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyaden@aol.com>
Subject: Well pumps production report, Indian Fielda Homeowners Assoc.
Date: Apr 10, 2011 12:26 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
4/10	4,437,500	1,657,900	4,064,200
4/9	4,433,800	1,656,000	4,061,600
	3,700	1,900	2,600
	#3	#5	#2
4/10	1,867,000	912,600	1,960,600
4/9	1,865,600	911,700	1,958,200
	1,400	900	2,400

Total well pumps production was 12,900 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphytaden@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Apr 3, 2011 3:15 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
4/3	4,416,600	1,647,000	4,050,100
4/2	4,413,700	1,645,500	4,048,100
	2,900	1,500	2,000
	#3	#5	#2
4/3	1,859,200	907,100	1,946,800
4/2	1,858,100	906,300	1,944,800
	1,100	800	2,000

Total well pumps production was 10,300 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Mar 27, 2011 2:59 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
3/27	4,398,000	1,637,100	4,037,800
3/26	4,394,400	1,635,300	4,035,500
	3,600	1,800	2,300
	#3	#5	#2
3/27	1,852,300	901,900	1,934,300
3/26	1,851,000	900,900	1,932,100
	1,300	1,000	2,200

Total well pumps production was 12,200 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields homeowners Assoc.
Date: Mar 20, 2011 2:52 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
3/20	4,378,400	1,627,200	4,025,300
3/19	4,374,700	1,625,400	4,023,000
	3,700	1,800	2,300
	#3	#5	#2
3/20	1,845,300	896,800	1,921,900
3/19	1,844,100	895,800	1,919,700
	1,200	1,000	2,200

Total well pumps production was 12,200 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Tom Murphy <murphyladen@aol.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Mar 13, 2011 3:48 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
3/13	4,357,500	1,617,000	4,012,400
3/12	4,354,600	1,615,600	4,010,600
	2,900	1,400	1,800
	#3	#5	#2
3/13	1,638,200	890,900	1,908,900
3/12	1,837,300	890,100	1,907,200
	900	800	1,700

Total well pumps production was 9,500 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Jeff Papsin <jpapsin@wentworthlabs.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Mar 6, 2011 2:44 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
3/6	4,336,900	1,607,800	3,999,800
3/5	4,335,200	1,607,100	3,998,700
	1,700	700	1,100
	#3	#5	#2
3/6	1,831,500	884,900	1,896,400
3/5	1,830,900	884,500	1,895,400
	600	400	1,000

Total well pumps production was 5,500 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@wentworthlabs.com>, Jeff Papsin <jpapsin@charter.net>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Feb 27, 2011 3:08 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
2/27	4,318,400	1,599,200	3,987,700
2/26	4,314,700	1,597,500	3,985,100
	3,700	1,700	2,600
	#3	#5	#2
2/27	1,825,200	880,000	1,885,500
2/26	1,823,800	879,000	1,883,300
	1,400	1,000	2,200

Total well pumps production was 12,600 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@wentworthlabs.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Feb 20, 2011 3:09 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
2/20	4,299,300	1,590,300	3,974,000
2/19	4,297,900	1,589,500	3,973,000
	1,400	800	1,000
	#3	#5	#2
2/20	1,818,100	874,800	1,873,600
2/19	1,817,600	874,300	1,872,600
	500	500	1,000

Total well pumps production was 5,200 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Jeff Papsin <jpapsin@wentworthlabs.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Feb 6, 2011 3:24 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
2/6	4,262,000	1,573,100	3,946,500
2/5	4,257,900	1,571,300	3,943,400
	4,100	1,800	3,100
	#3	#5	#2
2/6	1,803,800	864,900	1,850,500
2/5	1,802,100	863,800	1,848,100
	1,700	1,100	2,400

Total well pumps production was 14,200 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jan 30, 2011 3:00 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
1/30	4,241,800	1,563,900	3,931,500
1/29	4,238,200	1,562,200	3,928,800
	3,600	1,700	2,700
	#3	#5	#2
1/30	1,795,900	859,500	1,838,300
1/29	1,794,500	858,500	1,836,100
	1,400	1,000	2,200

Total well pumps production was 12,600 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>, Jeff Papsin <jpapsin@wentworthlabs.com>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jan 23, 2011 3:05 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
1/23	4,222,900	1,555,100	3,917,500
1/22	4,219,700	1,553,700	3,915,100
	3,200	1,400	2,400
	#3	#5	#2
1/23	1,788,700	854,600	1,826,400
1/22	1,787,400	853,900	1,824,600
	1,300	700	1,800

Total well pumps production was 10,800 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jan 9, 2011 3:03 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
1/09	4,183,900	1,537,500	3,888,500
1/08	4,181,400	1,536,300	3,866,600
	2,500	1,200	1,900
	#3	#5	#2
1/09	1,773,800	844,400	1,803,000
1/08	1,772,900	843,700	1,801,400
	900	700	1,600

Total 6 well pumps production was 8,800 gallons over the past 24.0 hours.

Tom Fisher.

Well pumps production report, Indian Fields Homeowners Assoc.

From: Tom Fisher <tomvfisher@earthlink.net>
To: Jeanette Passarella
Cc: Jeff Papsin <jpapsin@charter.net>
Subject: Well pumps production report, Indian Fields Homeowners Assoc.
Date: Jan 3, 2011 7:11 PM

Jeanette:

Here is our well pumps production report.

	#1	#4	#6
1/02	4,162,600	1,528,100	3,872,600
1/01	4,160,400	1,527,200	3,871,000
	2,200	900	1,600
	#3	#5	#2
1/02	1,765,800	838,700	1,790,500
1/01	1,765,000	838,100	1,789,300
	800	600	1,200

Total 6 well pumps production was 7,300 gallons over the past 24.0 hours.

Tom Fisher.

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, effective as of November 30, 2012, is entered into by and between Indian Fields Homeowner's Association, having an address of 79 Obtuse Road South, Brookfield, Connecticut 06804 ("IFA"), and Aquarion Water Company of Connecticut, a Connecticut public service company, having an address of 835 Main Street, Bridgeport, Connecticut 06604 ("Aquarion").

W I T N E S S E T H :

WHEREAS, IFA owns and operates a public water supply system, being PWSID No. CT0180131 (the "Water System"), located in Brookfield, Connecticut;

WHEREAS, the Water System is subject to the jurisdiction of the Connecticut Department of Public Health ("DPH");

WHEREAS, Aquarion is a public service company providing water service to approximately 600,000 customers throughout the State of Connecticut;

WHEREAS, IFA desires to sell, and Aquarion desires to purchase, certain of the assets of the Water System, including plant and equipment, supplies and inventories, contracts and contract rights, franchise rights, easement rights, and real property rights, and excluding certain liabilities associated therewith, as more specifically set forth herein and subject to the terms and conditions set forth herein; and

WHEREAS, IFA desires to sell or grant, and Aquarion desires to purchase, certain of those certain pieces or parcels of land and easements, together with improvements and appurtenances located thereon, owned by IFA in the State of Connecticut, located in the town of Brookfield (collectively, the "Properties"), as more specifically set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter contained, IFA and Aquarion agree as follows:

1. SALE AND PURCHASE OF CERTAIN ASSETS, RIGHTS AND PRIVILEGES

1.1 Sale and Transfer.

(a) Subject to the terms and conditions of this Agreement, on the Closing Date (as hereinafter defined in Section 1.4) IFA agrees to grant, sell, assign, transfer and deliver to Aquarion, and Aquarion agrees to purchase the following assets (collectively, the “Water System Assets” or the “Assets”) from IFA;

(i) pursuant to appropriate warranty deeds or grants of easements, marketable title to the Properties, free and clear of any liens and encumbrances of any sort, other than Permitted Encumbrances as defined below, together with the improvements and appurtenances located thereon, being those certain pieces or parcels of land set forth on Schedule 1.1.1, attached hereto;

(ii) all assets of IFA pertaining to the operation of the Water System located or stored in Brookfield, including, without limitation, the complete and operating Water System shown on the maps attached hereto as Schedule 1.1.2, being the real property, wells, transmission and distribution mains, reservoirs, tanks and standpipes, pumps and pumping stations, hydrants, meters and personal property described in Schedule 1.1.3, and all of IFA’s right, title and interest in and to the curb stops, service connections (to the extent curb stops and service connections may be owned by IFA) and easements, rights-of-way and leases which pertain to the operation of IFA’s Water System, and any and all franchise rights and exclusive service area grants and/or agreements relating to the operation of all or any portion of the Water System, including,

without limitation, all franchise rights relating to the operation of all or any portion of the Water System and the Licenses (as that term is defined in Section 3.12(a)), and,

(iii) to the extent available and in the possession of IFA, all documents, reports, maps, and customer records pertaining to the Water System, including, but not limited to, all engineering, laboratory and operating reports, customer service records, including meter readings and fixture surveys, property maps, distribution maps, gate drawings, main laying specifications and tap and service cards, but specifically excluding IFA's cash, bank deposits, accounts receivable, refunds, rebates, returns and insurance proceeds relating (i) to damage that has been repaired in accordance with the standards set forth in this Agreement prior to the Closing Date, or (ii) to claims or liabilities retained by IFA, if any.

(b) It is expressly understood that Aquarion will (i) purchase only the Assets relating to operation of the Water System and located in the Town of Brookfield, (ii) receive as part of the Water System Assets all materials, supplies, prepayments, and customer deposits, if any, relating to the Water System, (iii) not acquire or otherwise be responsible for any accounts receivable or unbilled accrued utility revenue of IFA for service rendered prior to the Closing Date, and (iv) not assume or otherwise be responsible for any accounts payable, outstanding debt, taxes accrued, accrued interest, tax collections payable, deferred credits, or accumulated deferred income taxes of IFA. Notwithstanding the foregoing, it is expressly agreed that IFA shall retain the right to receive or collect accounts receivable for water service provided through the last billing date prior to the Closing Date (as hereinafter defined); provided that any invoices issued by IFA after the date hereof and prior to the Closing Date will not bill customers more

than three month in advance. IFA shall deliver to Aquarion on the Closing Date a verified schedule of undisputed Customer Accounts Receivable for the Water System which were first invoiced no earlier than two quarters prior to the Closing Date (“A/R List”). Aquarion agrees to bill these customers shown on the A/R List. As Aquarion receives any future payments from such customers, Aquarion shall promptly remit to IFA amounts remaining due and payable to IFA as shown on the A/R List, and shall apply remaining payments from such Customers to amounts owed to Aquarion for service after the Closing Date. IFA and Aquarion will each submit to the other monthly an updated A/R List showing all amounts received by IFA from Customers and the balances due and payable therefrom. Aquarion’s obligation to collect and to report amounts shown on the A/R List shall survive for a period of twelve (12) months following the Closing Date.

(c) Notwithstanding the foregoing, neither the Water System Assets nor the Properties shall include, and Aquarion shall not acquire or assume any rights or liabilities with respect to, the approximately four-acre pond that is currently owned by IFA (the “Pond”) as more particularly described in Schedule 1.1.4. IFA shall retain all rights and liabilities with respect to the Pond.

1.2 No Liabilities to be Assumed.

Aquarion shall assume no liabilities or obligations of IFA whatever in connection with the sale of Assets provided for in this Agreement, whether accrued, contingent or other, incurred prior to the Closing Date, or arising from the activities of IFA prior to the Closing Date, excepting only any obligations of IFA expressly assumed by Aquarion under any lease, contract, agreement or similar document which is assigned to Aquarion on and as of the Closing Date, and specified in Schedule 1.2 hereto. For the avoidance of

doubt, except as otherwise set forth in Schedule 1.2, Aquarion shall not assume any liabilities or obligations under the agreements listed in Schedule 1.2 that accrue prior to the Closing Date, all of which liabilities and obligations shall remain solely the responsibility of IFA.

1.3 Instruments of Transfer.

Within thirty (30) days following the date of execution of this Agreement, IFA shall provide Aquarion proper legal descriptions and copies of any available surveys in its possession for the real property or the interests therein being transferred pursuant to this Agreement. Within thirty (30) days following receipt of such descriptions, Aquarion shall provide IFA with a list of title defects, liens or encumbrances that are objectionable to Aquarion in its sole discretion. If IFA is unable to have such defects, liens or encumbrances removed at or prior to Closing, Aquarion shall have the option either to terminate this Agreement with no further obligations hereunder, or to proceed to the Closing. Once accepted by Aquarion, such legal descriptions and copies of available surveys shall be attached hereto as updated Schedule 1.1.2. On the Closing Date, IFA will transfer and deliver to Aquarion all of the Assets referred to in Section 1.1 above, and IFA will deliver to Aquarion all such assignments and instruments of conveyance and transfer as shall be necessary to transfer to and vest in Aquarion good and marketable title in and to all of the Assets free and clear of all liens and encumbrances, other than those liens and encumbrances accepted by Aquarion in its sole discretion, which shall be set forth in an updated Schedule 3.2(i) after Aquarion has agreed to accept the Assets subject to such liens and encumbrances (“Permitted Encumbrances”). At the request of Aquarion after the Closing Date, IFA, or its successor in interest, will execute and deliver

any such further instruments of conveyance and transfer or confirmation thereof and will take such other action as may reasonably be requested by Aquarion in order further to make effective and to assure the transfers of Assets and vesting of title as provided for by this Agreement.

1.4 Closing Date.

The transactions provided for in this Agreement shall take place at the offices of Day Pitney in Hartford, Connecticut, on the first business day after a period of 30 days following compliance with Section 1.3 above and the receipt of the last of the approvals described in Section 7.1 hereof, or on such other date or at such other place as the parties may mutually agree upon (the "Closing Date").

2. PURCHASE PRICE AND MANNER OF PAYMENT

2.1 Purchase Price.

The aggregate purchase price to be paid by Aquarion for the Assets is Thirty-Eight Thousand Five Hundred and 00/100 Dollars (\$38,500.00) (the "Purchase Price"). At the Closing Date, customary adjustments with respect to property taxes and similar charges will be made with respect to the sale and transfer of the Assets.

2.2 Manner of Payment.

The aggregate purchase price specified in Section 2.1 hereof shall be paid on the Closing Date by Aquarion by wire transfer to the trustee account for IFA and IFA counsel, in accordance with wire instructions provided by IFA or IFA's counsel, at least ten (10) business days prior to the Closing Date.

3. REPRESENTATIONS AND WARRANTIES OF IFA

IFA hereby represents and warrants as follows:

3.1 Organization and Good Standing of IFA; Status of IFA.

IFA is a Tax District formed in accordance with Chapter 105 of the General Statutes of Connecticut, Sections 7-324 to 7-327, and is legally authorized to sell and distribute water in the portion of the town of Brookfield, Connecticut, in which it presently operates and maintains the Water System, and has all other requisite power and authority and all necessary licenses and permits to own, lease or operate the Assets and to carry on its water supply business through the Water System as it is now being conducted. IFA is a Tax District providing water only to its members and is legally authorized to charge the rates which it has been charging to properties connected to the Water System. IFA owns all the Assets (including but not limited to the Properties), has the power and authority to execute, deliver and perform the terms and provisions of the Agreement, and is not, or upon receipt of regulatory approvals required for the consummation of the transaction contemplated by this Agreement in accordance with Section 3.5 hereof, will not be, under any receivership, impediment, or prohibition imposed by any law, court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government instrumentality that would render IFA unable to enter into or carry out any provision of this Agreement.

3.2 Title to Properties: Use of Water.

Schedule 3.2(ii) lists all liens on the Water System Assets that exist as of the effective date of this Agreement, each of which will be released on or prior to the Closing Date unless accepted by Aquarion pursuant to Section 1.3. IFA has good and marketable

title to all of the Water System Assets, each as referred to in Section 1.1 of this Agreement, and except as shown on Schedule 3.2(i) or as accepted by Aquarion pursuant to Section 1.3, such Assets are or will be on the Closing Date free and clear of all mortgages, liens, pledges, security interests, restrictions on transfer, claims or encumbrances of any nature whatsoever (collectively, “Liens”), and no other property interests are necessary or appropriate for the proper conduct and operation of IFA’s water supply business in the Water System and the distribution and delivery of water to each water customer in the Water System. IFA has the right to use the water it is now using in the manner in which it is using such water in the Water System, and such rights, upon receipt of all necessary regulatory approvals of the acquisition contemplated by Section 7.1 of this Agreement, are transferable to Aquarion without the consent or permission of any other third party. With respect to the Water System, all water supply sources, pump, and storage facilities are located on the Properties which are owned by IFA in fee simple or to which IFA has valid easements. To the best of IFA’s knowledge and except as otherwise disclosed to Aquarion in writing, all water supply sources, pumps, storage facilities and mains are located on real estate owned by IFA in fee simple, within the public rights-of-way, or within appropriate permanent easements of record in favor of IFA, and all services to customer premises from mains are located entirely on such customers’ premises, or on public rights-of-way , except as may otherwise be set forth in Schedule 3.2(i) attached hereto.

3.3 Location and Use of Assets.

The location and present use of the Assets conforms to all zoning, building, building line, and similar restrictions, or necessary variances have been obtained, or the

same are legally non-conforming under the appropriate law and regulations. The Assets are located exclusively in the town of Brookfield, Connecticut. The Water System maps attached hereto as Schedule 1.1.2, showing the land, wells, transmission and distribution mains, reservoirs and standpipes, and pumps and pumping stations of the Water System, are, to the best of IFA's knowledge and belief, accurate in all material respects, except as set forth in Section 3.2(i).

3.4 Certificate of Incorporation, By-Laws and Resolutions.

The copies delivered to Aquarion of IFA's Constitution and By-laws and of the resolutions adopted by IFA's Board of Directors authorizing the execution and delivery of this Agreement, all of which copies have been certified by IFA's Secretary, are true and complete copies of said documents, and said Constitution, By-laws, and resolutions are in full force and effect and include any and all amendments thereto.

3.5 Authorization of Agreement.

The execution, delivery and performance of this Agreement by IFA will have been duly and validly authorized by all requisite action on the part of IFA. This Agreement has been duly executed and delivered by IFA and constitutes a valid and legally binding obligation of IFA, enforceable against IFA in accordance with its terms. IFA has received or prior to the Closing Date will receive all regulatory approvals necessary for the transfer of the Water System and Assets to Aquarion, and approval of the transfer of the Water System and Assets by the IFA Board of Directors and its members are the only other actions required in order to authorize IFA to consummate the transactions contemplated by this Agreement.

3.6 Absence of Defaults.

The execution and delivery of this Agreement do not, upon receipt of any required approval of the transactions described herein by the DPH, and the consummation of the transactions contemplated hereby will not, (a) violate any provision of the Constitution or By-laws of IFA; (b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement or instrument to which IFA is a party or by which it or any of the Assets may be bound; (c) result in the creation of any lien, charge or encumbrance upon the Assets pursuant to the terms of any such agreement or instrument; (d) violate any law, judgment, order, injunction, decree, license, permit, award, rule or regulation against, or binding upon, IFA or upon the Assets; or (e) constitute a violation by IFA of any law or regulation of any jurisdiction, as such law or regulation relates to IFA, the Water System or the Assets. Except for approval of this Agreement by the regulatory authorities as contemplated herein, IFA has obtained all consents, releases or waivers from Governmental Authorities (as defined in Section 3.12) and third parties which may be necessary to prevent the execution of this Agreement or the consummation of the transactions contemplated herein from resulting in any violation, breach, default or other event referred to in this Section 3.6.

3.7 Litigation, Orders, Etc..

Except as set forth in Schedule 3.7 hereto, there are no actions, suits, proceedings or governmental investigations pending , or insofar as is known to IFA, in prospect or threatened against or relating to IFA, the Assets or the transactions contemplated by this Agreement in or before any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government

instrumentality. Except as set forth in Schedule 3.7 hereto, the Water System, and IFA in its capacity as owner and operator of the Water System and the Properties, are not subject to or in violation of any judgment, order, decree, injunction or award of any court, regulatory commission, board, administrative body, arbitration board or tribunal or other federal, state or municipal government instrumentality entered in any proceeding to which IFA was a party or of which it had knowledge, including, without limitation, decisions, orders or proceedings of the DPH, except the Sanitary Surveys referred to in Section 7.1(c), the Connecticut Public Utilities Regulatory Authority (“PURA”), the Connecticut Department of Energy and Environmental Protection (“DEEP”), the Internal Revenue Service, and the Town of Brookfield, Connecticut. No proceedings are pending or, to the knowledge of IFA, threatened against the rates now being charged by IFA in the Water System.

3.8 Contracts; Liabilities.

Schedule 3.8 contains a true and complete list of all material contracts, agreements, leases, instruments and similar or other documents pertaining, directly or indirectly, in whole or in part, to the ownership or operation of the Water System or the Properties to which IFA is a party or to which the Assets are subject by which (i) IFA is obligated to pay any amount or to provide any service at any time or (ii) IFA will receive any amount or to provide any service at any time. Except as set forth in Schedule 3.8, all such contracts, agreements, leases, instruments and documents are valid and in full force and effect, and, to the best of IFA’s knowledge, no other party to any such contract, agreement, lease, instrument or document has breached any material provision of, or is in default in any material respect under the terms of any such contract, agreement, lease,

instrument or document. Except as is expressly set forth to the contrary in Schedule 3.8, no contract, agreement, lease, instrument or document of IFA will be transferred to Aquarion, and every agreement, lease, instrument and document to be so transferred can be transferred by IFA to Aquarion pursuant to this Agreement, without obtaining the consent of any other party, or such consent has been given in a form reasonably satisfactory to Aquarion. Except as set forth in Schedule 3.8, the Assets are subject to no actual or contingent liabilities of any type whatsoever.

3.9 No Brokers.

All negotiations relative to this Agreement have been carried on by IFA directly with Aquarion, without the intervention of any person as a result of any act of IFA in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

3.10 Financial Statements, Annual Reports.

IFA represents that IFA's financial statements, including those for the Water System, for each of the years of 2009, 2010 and 2011 and for January through October 2012, heretofore furnished to Aquarion, are true, correct and complete and present the financial position and the results of the operations of the Water System at the date and for the periods stated therein and are believed to be accurate in all material respects.

3.11 Absence of Adverse Change.

IFA represents that, since December 31, 2011, there has not been any material adverse change in the financial condition, results of operations, assets, liabilities or business of the Water System, whether or not described in the financial statements

described in Section 3.10 hereof, other than changes in the ordinary course of business, which have not been materially adverse.

3.12 Compliance with Laws; No Environmental Hazards.

(a) The location and construction, occupancy, operation and use of all improvements now and hereafter attached to or placed, erected, constructed or developed on the Properties or as a portion of the Water System do not, in any material respect, violate any applicable law, statute, ordinance, rule, regulation, policy, order or determination (hereinafter collectively called the “Applicable Laws”) of any federal, state, local or other governmental authority (“Governmental Authority”) or any restrictive covenant or deed restriction affecting any portion of the Water System, except as referenced in Section 7.1(d) hereinafter..

IFA represents that Schedule 3.12 (a) discloses a list of all governmental licenses, permits, certifications and approvals of any Governmental Authority in the possession of IFA (“Licenses”) and used or relied upon by IFA in the operation of the Water System. Except as set forth in Schedule 3.12 (a), IFA knows of no reason why any such License used in or necessary for the operation of the Assets and the Water System should terminate prior to its stated expiration date or not be renewed in accordance with past practices of the Water System, and IFA is not in violation of any term or condition of any License.

(b) Without in any way limiting the generality of Section 3.12(a) above, neither any of the Assets nor IFA nor the Water System are the subject of any pending or , to the best of IFA’s knowledge, threatened investigation or inquiry by any Governmental Authority, or are subject to any known remedial obligations under any

Applicable Laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), the Resource Conservation Recovery Act of 1987, as amended (“RCRA”), the Safe Drinking Water Act, as amended (“SDWA”), the Clean Water Act, as amended (“CWA”), the Toxic Substances Control Act (“TSCA”), the Connecticut Water Pollution Control Act (“WPCA”) or any other applicable provision of Title 22a of the Connecticut General Statutes (all collectively hereinafter referred to as “Applicable Environmental Laws”),.

(c) IFA represents that it is in compliance with Applicable Environmental Laws and is not required to obtain any permits, licenses or authorizations to construct, occupy, operate or use any portion of the Assets as now being used by reason of any such Applicable Environmental Laws, except as set forth in Schedule 3.12(c).

(d) No use of the Assets by IFA or , to the best of IFA’s knowledge, any prior owners of the Assets has occurred which violates any Applicable Environmental Laws. IFA has not at any time, directly or indirectly “treated,” “disposed of,” “generated,” “stored” or “released” any “toxic or hazardous substances,” as each term is defined under the Applicable Environmental Laws, or arranged for such activities, in, on or under the Assets, the Pond or any parcel of land, whether or not owned, occupied or leased by IFA.

(e) There has been no litigation brought or, to the best of IFA’s knowledge, threatened nor any settlement involving IFA alleging the presence, disposal, release, or threatened release, of any toxic or hazardous substance or solid wastes from the use or operation of the Assets, the Properties or the Water System, and none of the

Assets or the Properties are on any federal or state “Superfund” list or subject to any environmentally related liens.

3.13 Insurance.

IFA maintains insurance in connection with the Properties and the Water System Assets against hazards and risks and liability to persons and property.

3.14 Condition of Assets.

The Assets have been maintained by a professional certified water operator and to that extent are believed to be in good operating condition and repair, ordinary wear and tear excepted, and conform to all restrictive covenants, applicable laws, regulations and ordinances relating to their construction, use and operation, except as noted in 3.12(c) above.

3.15 Tax Matters.

Except as disclosed in Schedule 3.15, all taxes owed to any Governmental Authority, and all claims, demands, assessments, judgments, interest, penalties, costs and expenses connected therewith have been paid in full. Except as disclosed in Schedule 3.15, IFA has complied with all requirements applicable to it with respect to all income, withholding, sales, use, gross earnings, real and personal property, excise and other taxes. Except as disclosed in Schedule 3.15, IFA has not executed or filed with any Governmental Authority any agreement extending the period of assessment or the collection of any tax. IFA has not been the subject of any audit by any state or federal agency for any years completed within six years of the Closing Date, except as stated in Schedule 3.15.

3.16 Disclosure.

No representation or warranty in this Article 3 or in any information, list, schedule or certificate furnished or to be furnished by or on behalf of IFA pursuant to this Agreement or in connection with actions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statement contained herein or therein not misleading.

3.17 Disclaimer of Warranties.

IFA WILL TRANSFER AND ASSIGN, AND AQUARION WILL ACCEPT, THE WATER SYSTEM ASSETS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE VALUE, CONDITION, DESIGN, OPERATION, PRIOR USE, MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OF THE ASSETS OR ANY PART THEREOF, AS TO THE ABSENCE OF ANY LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE WATER SYSTEM ASSETS OR ANY PART THEREOF, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES AS ARE CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION WITH OR IN FURTHERANCE OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

4. REPRESENTATIONS AND WARRANTIES OF AQUARION

Aquarion hereby represents and warrants as follows:

4.1 Organization and Good Standing.

Aquarion is a public service company as defined in Section 16-1 of the General Statutes of Connecticut and is a corporation duly organized, validly existing, and in good standing under the laws of the State of Connecticut.

4.2 Authority Relative to this Agreement.

The execution and delivery of this Agreement by Aquarion has been duly and validly authorized by all requisite action on the part of Aquarion. This Agreement has been duly executed and delivered by Aquarion and constitutes a valid and legally binding obligation of Aquarion, enforceable in accordance with its terms. Approval by the Board of Directors of Aquarion and approval of the transfer of the Water System and Assets by the DPH are the only other actions required in order to authorize Aquarion to consummate the transactions contemplated by this Agreement.

4.3 Absence of Defaults.

The execution and delivery of this Agreement does not, upon approval of the transactions described herein by the DPH, and consummation of the transactions contemplated hereby will not, (a) violate any provision of the Certificate of Incorporation or Bylaws of Aquarion; (b) violate, conflict with or result in the breach or termination of, or constitute a default under the terms of, any agreement of instrument to which Aquarion is a party or by which it or any of the Assets may be bound; (c) violate any judgment, order, injunction, decree, award, rule or regulation against, or binding upon, Aquarion; or (d) constitute a violation by Aquarion of any law or regulation of any jurisdiction as such law or regulation relates to Aquarion.

4.4 No Brokers.

All negotiations relative to this Agreement have been carried on by Aquarion directly with IFA without the intervention of any person as a result of any act of Aquarion in such manner as to give rise to any valid claim against any of the parties hereto for a brokerage commission, finder's fee or other like payment.

4.5 Investigation

Aquarion shall provide notice to IFA prior to Closing if Aquarion's investigation or examination of the business, property or operations of the Water System or of the Assets prior to the Closing Date reveals a violation of any representation or warranty of IFA in this Agreement, provided such investigation or examination shall not affect the obligations of IFA under this Agreement.

5. CONDUCT OF THE PARTIES PENDING THE CLOSING DATE

5.1 Approvals and Consents.

IFA and Aquarion will use commercially reasonable efforts to secure the approval of the transactions contemplated by this Agreement by Governmental Authorities and by all other parties whose consent is required by law or under the terms of any indenture, contract, consent order or agreement to which IFA or Aquarion is a party.

5.2 Conduct of the Company's Business.

Until the Closing Date, IFA shall conduct its business and affairs with respect to the Properties and the Water System only in the ordinary course, and so that the representations and warranties contained in Article 3 hereof will be true and correct at and as of the Closing Date, except for changes permitted or contemplated by this

Agreement, and so that the conditions to be satisfied by IFA on or prior to the Closing Date shall then have been satisfied. IFA shall use its best efforts to maintain and preserve the operation of the Water System, and to preserve its relationships with persons or entities having business relations with IFA relating to the Water System. IFA will cooperate with Aquarion on and after the Closing Date to effect a satisfactory transition in the operation of the Water System.

Without limiting the generality of the foregoing, pending the Closing Date, without the prior written consent of Aquarion:

(a) IFA shall not dispose of any of the Assets other than in the ordinary course of business, which such disposal shall in no event exceed \$10,000 in any individual transaction or \$25,000 in the aggregate;

(b) IFA shall not incur any additional liabilities, except with respect to utilities as incurred in the ordinary course of business, or such other liabilities incurred in the ordinary course of business which do not exceed \$10,000 individually or \$25,000 in the aggregate, whether for borrowed money or otherwise, or encumber any of the Assets;

(c) IFA shall not take any action that might adversely affect its ability to pass good and marketable title to the Assets free and clear of all liens and charges;

(d) IFA shall maintain in force all existing casualty and liability insurance policies and fidelity bonds relating to the Assets, or policies or bonds providing substantially the same coverage;

(e) IFA shall advise Aquarion in writing of any material, adverse change or any event, occurrence or circumstance which is likely to cause a material adverse change in the Assets or liabilities (whether absolute, accrued, contingent or otherwise);

(f) IFA shall operate the Water System in accordance with general water works standards, maintain the Assets in operating condition, and as good condition as exists as of the effective date of this Agreement, reasonable wear and tear excepted.

5.3 Termination of Agreements.

Unless otherwise permitted by Aquarion, IFA shall take any and all action as is necessary in order to terminate, prior to the Closing Date, any and all agreements, arrangements or understandings relating in any manner directly to the Water System (i) by or on behalf of IFA; (ii) by or on behalf of IFA relating to matters related to the water utility operations of the Water System; and (iii) listed in Schedule 3.8, other than (a) existing service extension agreements previously approved by applicable regulatory authorities, and (b) those listed on Schedule 1.2.

5.4 Information and Access.

IFA shall give to Aquarion and to Aquarion's representatives full access at such times and locations as are mutually agreed upon by Aquarion and IFA to all the Assets. All of the books, contracts, documents, accounting and financial records, customer records, and files of IFA related to the Assets may be inspected at the office of IFA by mutual agreement of Aquarion and IFA. IFA will furnish to Aquarion copies of all such documents and records at Aquarion's expense with respect to IFA's business as Aquarion may reasonably request. Said access shall specifically include access to (i) all personnel records of IFA, (ii) all contracts and agreements referred to in Section 3.8 hereof, (iii) all files and records described in Section 1.1 relating to the Water System of this Agreement; and (iv) the Water System.

5.5 Observation.

Until the Closing Date, Aquarion may assign its personnel or other representatives to observe the operations of the Water System or to consult with personnel or agents of IFA with respect to the conduct of the business of the Water System. IFA agrees to cooperate with Aquarion and its representatives to facilitate such observation in times, places and manners that allow Aquarion to gather necessary or appropriate information without disrupting or increasing the cost of IFA's ongoing operations.

5.6 Lawsuits.

IFA shall notify Aquarion promptly of any lawsuit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced (a) involving the transaction contemplated by this Agreement or (b) which might have a material adverse effect on the Assets.

5.7 Compliance with Laws.

With respect to the Water System and the Properties, from the date hereof, IFA shall use its reasonable efforts to remain in compliance with all federal, state, local and other laws, statutes, ordinances, rules, regulations, orders, judgments, and decrees applicable to IFA and any operations of the Water System or of its operations of the Assets.

5.8 Additional Documents.

IFA shall execute and deliver such other documents as Aquarion may reasonably request for the purpose of carrying out the transactions contemplated by this Agreement.

6. COVENANTS OF AQUARION

6.1 Cooperation.

Aquarion will refrain from voluntarily taking any action which would knowingly (a) render any representation or warranty contained in this Agreement inaccurate as of the Closing Date, (b) be inconsistent with the satisfaction of the requirements, covenants, and agreements applicable to it as set forth in this Agreement, or (c) impede or prevent the conditions to the consummation of the transaction contemplated by this Agreement from being satisfied.

6.2 Lawsuits.

Aquarion shall promptly notify IFA of any lawsuit, claim, proceeding or investigation which may be threatened, be brought, asserted or commenced involving the transactions called for in this Agreement or which might have an adverse impact upon IFA.

6.3 Water Rates.

Aquarion will use commercially reasonable efforts to maintain a flat rate for each customer of the Water System after the Closing equal to the average residential bill for Aquarion's Eastern Division customers from time to time, such rate to remain in effect for each customer of the Water System until such time as Aquarion installs a water meter on such customer's premises, but only to the extent it is permitted by applicable law to maintain such flat rate. Upon the installation of a water meter on the premises of a customer of the Water System, such customer will be charged Aquarion's Eastern

Division rates. Aquarion shall endeavor to install all meters within one year of acquisition of the Water System.

6.4 Curb Valves.

Within one year after the Closing Date Aquarion will use commercially reasonable efforts to locate the curb box on each service line in the Water System. Where the curb box is found and is functional, Aquarion will test the operation of the curb valve and repair or replace such curb valve if necessary. Where curb boxes are not found, or do not provide appropriate access to the curb valve, the customer will be notified and given the opportunity to install a curb box at his or her expense. If the customer elects to install a new curb box, Aquarion will replace the curb valve, if necessary, in conjunction with installation of the curb box.

7. CONDITIONS OF AQUARION'S OBLIGATIONS

The obligations of Aquarion to be performed by it under this Agreement shall be subject on or prior to the Closing Date to the following conditions:

7.1 Required Approvals and Consents.

(a) The transactions contemplated by this Agreement have been approved by the Board of Directors and members of IFA in the manner required by law and by IFA's Constitution and By-Laws to approve this Agreement and the transactions contemplated hereby.

(b) The DPH shall have approved the transfer of Class I and Class II water company land, if any, as contemplated by this Agreement, and provided any other approvals necessary for completion of this transaction.

(c) IFA shall have continued to meet all statutory and regulatory requirements including but not limited to monitoring and reporting requirements of the DPH and the DEEP and shall submit results as required to DPH and DEEP through the Closing Date. Aquarion acknowledges receipt of the Sanitary Surveys dated May 3, 2010 issued by DPH. Aquarion further acknowledges that it is purchasing the Water System from IFA subject to the items mentioned in such Sanitary Surveys.

(d) IFA shall have completed and distributed its 2012 Consumer Confidence Report (the report containing 2012 water quality data) to all of IFA's consumers in accordance with 1913-B102(i)(10) of the Regulations of Connecticut State Agencies.

(e) IFA's 2012 water quality monitoring shall indicate that there are no water quality parameters other than distribution system turbidity in violation of the Connecticut State Public Health Code except as otherwise disclosed on Schedule 7.1(f).

(f) Aquarion shall be satisfied with the results of analyses performed on the water quality samples to be collected by Aquarion from IFA's Water System on or before December 31, 2012.

(g) IFA shall have provided to Aquarion documentation and mapping regarding the use of the curtain drain on property in the vicinity of Wells 4 and 5 located at 79 Obtuse Road South, Brookfield on or before December 31, 2012, which documentation and mapping shall be satisfactory to Aquarion..

(h) Within five days of receipt of the last of the relevant decisions, orders or other communications from all applicable regulatory authorities, Aquarion shall advise IFA in writing as to whether such communications comply with the requirements of this

Section 7.1, and, if such communications do not comply with such requirements, whether or not Aquarion intends to proceed with the transactions contemplated herein.

7.2 Consents.

IFA shall have obtained the consents necessary or appropriate, in the reasonable opinion of Aquarion's counsel, in order for Aquarion to effect the transactions contemplated by this Agreement.

7.3 Termination of Agreements.

Any agreements of the type described in Section 5.3 shall have been terminated, and evidence of such termination, in form and substance reasonably satisfactory to Aquarion, shall have been delivered to Aquarion.

7.4 Performance by IFA.

All representations and warranties of IFA contained in this Agreement or in any document delivered by or on behalf of IFA to Aquarion pursuant to this Agreement shall be true and correct in all material respects at and as of the Closing Date, except for changes permitted or contemplated by this Agreement, and IFA shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

7.5 Adverse Change.

Since the date of this Agreement, there shall have been no material adverse change in the Assets or in the business, results of operations, or condition, financial or otherwise, of the Water System.

7.6 Instruments of Transfer.

All such assignments and instruments of conveyance and transfer necessary, in the reasonable opinion of counsel for Aquarion, to convey the Assets to be transferred hereunder shall have been duly executed by IFA in such form as to be effective under Connecticut law to convey to Aquarion good and marketable title and all rights of IFA in and to the Assets.

7.7 Form of Documents.

All actions, proceedings, instruments and documents required to carry out this Agreement or incidental thereto and all other related matters shall have been approved by Aquarion and IFA.

7.8 Litigation.

No suit, action, proceeding or governmental investigation shall be threatened, pending or reasonably believed by Aquarion to be in prospect before or by any court or governmental agency which, in the reasonable opinion of Aquarion, renders completion of the transfer contemplated hereby economically impractical.

7.9 Opinion of Counsel for IFA.

Aquarion shall have received an opinion, dated the Closing Date, satisfactory in form and substance to Aquarion from Carmody & Torrance LLP, counsel for IFA, with respect to the matters set forth in Schedule 7.9 of this Agreement. Such opinion shall also include such other matters as may reasonably be requested by Aquarion or its counsel. In rendering such opinion, IFA's counsel shall be entitled to rely, as to matters of fact, on certificates of public officials and IFA.

7.10 2012 Financial Statements

IFA shall have provided to Aquarion, at least 30 days prior to the Closing, financial statements, including the Water System, to the extent available, for the year 2012 (the “2012 Financials”). The representations and warranties contained in Section 3.10 shall be applicable to the 2012 Financials in the same manner as applicable to the 2009, 2010 and 2011 statements referred to in Section 3.10. The 2012 Financials shall contain no change in the financial position, results of operations, assets, liabilities or business of the Water System, whether or not described in the financial statements described in Section 3.10, other than changes in the ordinary course of business which have not been materially adverse.

7.11 Schedules.

The Schedules to this Agreement shall have been completed or updated by IFA to Aquarion’s satisfaction as described in Section 12.8, and the relevant representations and warranties of IFA in Section 3 of this Agreement, as supplemented by such schedules, shall be true and correct in all material respects,

8. CONDITIONS OF THE OBLIGATIONS OF IFA

The obligations of IFA to be performed by it under this Agreement shall be subject, on or prior to the Closing Date, to the following conditions:

8.1 Required Approvals.

The transactions contemplated by this Agreement have been approved by the Board of Directors of Aquarion and by the DPH, as contemplated by this Agreement.

8.2 Performance by Aquarion.

The representations and warranties of Aquarion contained in this Agreement or in any document delivered by or on behalf of Aquarion to IFA pursuant to this Agreement shall be true and correct in all material respects at and as of the Closing Date, except for changes permitted or contemplated by this Agreement, and Aquarion shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

8.3 Litigation.

No suit, action, proceeding or governmental investigation shall be threatened, pending or reasonably believed by IFA or its counsel to be in prospect before or by any court or governmental agency which, in the reasonable opinion of IFA or its counsel, renders completion of the transfer contemplated hereby economically impractical.

9. INDEMNIFICATION

9.1 Indemnification; Limitation on Liability.

(a) Aquarion shall be indemnified and held harmless by IFA from and against any and all liabilities, assessments, deficiencies, penalties, interest, damages, losses, claims and expenses (including, but not limited to, court costs and attorneys' fees) (hereinafter collectively referred to as the "Losses") which Aquarion may sustain or which may be asserted against Aquarion, arising out of or founded in any way upon (i) the operation of IFA's business prior to the Closing Date; or (ii) the ownership of the Properties prior to the Closing Date; or (iii) any breach or default of or under any of the representations, covenants or other provisions of this Agreement, including any document furnished or delivered to Aquarion pursuant to this Agreement, or resulting from any

material omission in any of the foregoing necessary to make the same not misleading provided that in all cases Aquarion notifies IFA in writing of its claim within twelve months of the Closing.

(b) Aquarion shall not be entitled to recover under clause (a) of this Section unless and until the Losses recoverable hereunder exceed \$10,000 in the aggregate, at which point Aquarion shall be entitled to recover the full amount of such Losses from the first dollar.

(c) The total liability of IFA under this Agreement, including without limitation clause (a) of this Section 9.1, shall not exceed the Purchase Price.

9.2 Indemnification Remedy; Arbitration.

In the event that IFA is obligated to indemnify or hold harmless Aquarion pursuant to Section 9.1 hereof, Aquarion shall have the unqualified right under this Agreement to take any and all action, legal or otherwise, necessary or desirable, to obtain said payments. If the parties are unable to agree on the value of the Losses, such dispute shall be settled by arbitration in Hartford, Connecticut, pursuant to the rules then obtaining of the American Arbitration Association.

10. TERMINATION

10.1 Termination Events.

This Agreement may be terminated and abandoned at any time prior to the Closing Date:

(a) by mutual agreement of Aquarion and IFA;

(b) by Aquarion or IFA, if the approvals set forth in Section 7 hereof shall have not been obtained on or before a date twelve (12) months from the date hereof;

(c) by Aquarion if the conditions set forth in Section 7 shall not have been complied with or performed in any material respect and such noncompliance or nonperformance shall not have been cured or eliminated by IFA on or before the Closing Date;

(d) by Aquarion if IFA does not cure title defects or remove liens or encumbrances on the Property as requested by Aquarion, within the timeframe as set forth in Section 1.3;

(e) by IFA, if the conditions set forth in Section 8 shall not have been complied with or performed in any material respect, and such noncompliance or nonperformance shall not have been cured or eliminated by Aquarion on or before the Closing Date; or

(f) by Aquarion pursuant to Section 1.3 or Section 12.8.

10.2 Effect of Termination; Return of Materials; Expenses, Etc.

(a) If this Agreement is terminated because of either party's inability, after good faith effort, to secure the approval of all applicable regulatory authorities, as required by law, each party shall return to the other party all written material obtained in connection with the transactions contemplated hereby, whether obtained before or after the execution of this Agreement.

(b) Regardless of whether or not the transactions contemplated by this Agreement are consummated, each party shall pay its own expenses (including, without limitation, the fees and expenses of its agents, representatives, counsel, and accountants) incurred in connection therewith.

11. AMENDMENT AND WAIVER

This Agreement may be amended in writing at any time prior to the Closing Date by the mutual written consent of IFA and Aquarion.

12. OTHER PROVISIONS

12.1 Governing Law.

This Agreement shall be construed and interpreted according to the laws of the State of Connecticut.

12.2 Assignment.

This Agreement may not be assigned by any party hereto without the prior written consent of the parties, and any attempt to assign without such consent shall be voidable by any party.

12.3 Notices.

All notices, waivers, and consents under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class mail, postage prepaid, addressed as follows:

If to IFA to:

Mr. Jeff Papsin
Indian Fields Homeowner's Association
32 Arapho Road
Brookfield, Connecticut 06804

with a copy to:

Daniel P. Venora, Esquire
Carmody & Torrance LLP
50 Leavenworth Street
P. O. Box 1110
Waterbury, CT 06721-1110

If to Aquarion to:

Donald J. Morrissey
Executive Vice President and Chief Financial Officer
Aquarion Company
835 Main Street
Bridgeport, Connecticut 06606

with a copy to:

Paul Belval, Esquire
Day Pitney LLP
242 Trumbull Street
Hartford, Connecticut 06103

12.4 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute only one instrument.

12.5 Survival of Representations and Warranties.

Aquarion and IFA agree that the representations and warranties contained in this Agreement or in any instrument delivered hereunder shall survive the Closing Date for a period of one (1) year. The representations and warranties contained herein shall not survive beyond said one (1) year period.

12.6 Waiver.

Waiver of any term or condition of this Agreement by any party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other term or condition of this Agreement.

12.7 Successor and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties hereto.

12.8 Schedules.

IFA shall complete or update each of the Schedules referenced herein, with the exception of Schedule 7.9, the process for completion of which is described in Section 7.9, within 30 days following the date of execution of this Agreement, which completed or updated schedules shall be acceptable to Aquarion in its sole discretion. Aquarion shall have 30 days after receipt of the completed or updated schedules to object to their content or execute an amendment revising the Agreement to include such schedules. If IFA is unable to complete or update such schedules, or Aquarion objects to such schedules as completed or updated by IFA, Aquarion shall have the right to terminate this Agreement with no further obligations hereunder.

12.9 Severability.

In case one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation, the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

[Signature Page Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of this 30th day of November, 2012.

AQUARION WATER COMPANY OF
CONNECTICUT

By Donald J. Morrissey
Donald J. Morrissey
Its Executive Vice President and
Chief Financial Officer

INDIAN FIELDS HOMEOWNER'S
ASSOCIATION

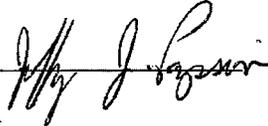
By _____
Jeff Papsin
Its President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed as of this 30th day of November, 2012.

AQUARION WATER COMPANY OF
CONNECTICUT

By _____
Donald J. Morrissey
Its Executive Vice President and
Chief Financial Officer

INDIAN FIELDS HOMEOWNER'S
ASSOCIATION

By _____ 
Jeff Papsin
Its President

SCHEDULE 1.1.1

List of Properties

79 Obtuse Road South
4A Apache Drive

Those two certain pieces, parcels or tracts of land, including wells and all appurtenances thereto, situate, lying and being in the town of Brookfield, County of Fairfield and State of Connecticut, more particularly bounded and described as follows:

First Piece (79 Obtuse Road South):

Lot #6 on a certain map entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 6 at Page 109, to which reference may be had.

Together with all water mains installed in the roadway shown on said map and together with the right to Boulder Springs Water Company, its successors and assigns, forever to enter upon said roadway and dig thereon as necessary to locate, maintain, replace or repair any such water mains; and together with the right to Boulder Springs Water Company, its successors and assigns, forever exclusively to take water from the wells located on Lot #11 and on Lot #13 as shown on said map and to enter upon said roads for the purpose of maintaining or repairing said wells and for the purpose of maintaining, repairing or replacing the pipes and electrical wires leading from said wells; all as set forth in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Springs Water Company to Indian Fields Homeowners Association, dated December 16, 1982 and recorded January 25, 1983 in Volume 148 at Page 230 of the Brookfield Land Records.

Second Piece (4A Apache Drive):

That certain piece, parcel or tract of land shown on a map entitled "Property To Be Conveyed to Indian Head Water Services Indian Fields Brookfield, Conn. Scale 1" = 40' Feb., 1968 Certified Substantially Correct K.W. Rogers, Surveyor" which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 7 at Page 37, as Map 4, to which reference may be had. Being the northwesterly portion of Lot 17 as shown on map entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 6 at Page 109, excepting therefrom the portion of said premises shown as .957 acres on a certain map entitled "Revised Map of Lot #17, Indian Fields, Brookfield, Conn., Property of Brook Dale Homes, Scale 1" = 40', February, 1968" filed in Volume 78 at Page 680 of the Brookfield Land Records.

Being the same property described as the Second and Third Parcels, respectively, in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Spring Water Company to Indian Fields Homeowner's Association, dated December 16, 1982 and recorded January 25, 1983 in Volume 148 at Page 230 of the Brookfield Land Records.

Together with all right, title and interest in and to an Easement for water and well rights over Lot #11 and Lot #13 granted Boulder Springs Water Company by Nineteen Seventy-Six Corporation dated March 6, 1974 and recorded in Volume 104 at Page 842 of the Brookfield Land Records.

Together with all the right, title and interest in and to an Easement from Bruce A. Tirri and Dolores M. Tirri to Indian Fields Homeowners Association dated May 9, 1989 and recorded in Volume 223 at Page 945 of the Brookfield Land Records.

Said premises are subject to the following encumbrances:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Notes, conditions and such state of facts as are shown on a survey entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." filed as Map 6-109.
3. Easement, Brook-Dale Homes, Inc. to The Connecticut Light and Power Company dated November 1, 1967, recorded in Volume 76 at Page 525 of the Brookfield Land Records.
4. Effect, if any, of covenants, restrictions and agreements contained in an agreement by and among Brook-Dale Homes, Inc. and Indian Head Water Services, Inc. dated February 21, 1968, recorded in Volume 77 at Page 403 of the Brookfield Land Records.
5. Easement, Brook-Dale Homes, Inc. to The Southern New England Telephone Company dated March 6, 1968, recorded in Volume 78 at Page 595 of the Brookfield Land Records.
6. Effect, if any, of a Water Agreement by and among Nineteen Seventy-Six Corporation, Franklin C. Lewis, Paul C. From, Reambolt Corporation and Dove Tail, Inc. and Boulder Springs Water Company dated December 10, 1973, recorded in Volume 104 at Page 11 of the Brookfield Land Records. See also Amendment to Water Agreement dated January 3, 1974, recorded in Volume 104 at Page 261 of the Brookfield Land Records. Note: Agreement remains in effect until taken over by a governmental authority or public utility or until the water systems and Boulder Springs Water Company become bound by rules and regulations of PUC.

SCHEDULE 1.1.2

Maps of Water System

See Maps Attached.

SCHEDULE 1.1.3

Description of Assets

IFA water system assets include the following:

- Pump House property, including pump house & storage tank building and all their contents.
- All pump control panels located inside pump house.
- Chlorine adding system & controls.
- Pressurized tank, control panel & air compressor located inside pump house.
- Two underground water storage tanks located on pump house property.
- All underground piping and distribution from pump house to water shutoffs at each of the 55 houses that are serviced by the water system.
- Six wells, two of which are located on the pump house property being purchased, and four of which are located on home owner properties (with easements).
- Fault alarm system and phone line.

SCHEDULE 1.1.4

Excluded Property

21 Cherokee Drive (Pond Property)

IFA shall retain all right, title and interest in and to the following property:

That certain piece, parcel or tract of land situate, lying and being in the town of Brookfield, County of Fairfield and State of Connecticut, shown as "Parcel (A)" on a certain map entitled "Indian Fields Section One – A Prepared for Nineteen Seventy-Six Corporation Town of Brookfield County of Fairfield State of Connecticut Scale 1" = 100' Oct. 18, 1972 Certified Substantially Correct by C. James Osborne, Jr. R.L.S. Charles J. Osborne Associates Newtown & New Milford Connecticut" which map is on file in the office of the Town Clerk of the Town of Brookfield in Map Book 9 at Page 35, to which reference may be had.

Said parcel "A" contains 4.191 acres and is bounded as follows, to-wit:

NORTHERLY: By Lots 63A and 64A, as shown on said map, each in part;

EASTERLY: By Lots 65A and 66A, as shown on said map, each in part;

SOUTHERLY: By Navaho Drive, and Lot 67A, as shown on said map,
each in part;

WESTERLY: By said Lot 67A, Cherokee Drive, and property now or
formerly of Allen L. and Roberta L. Patton, each in part.

Being the same property described as the First Parcel in a Committee Deed from Richard J. Kilcullen, Committee for Boulder Spring Water Company to Indian Fields Homeowner's Association dated December 16, 1982 and recorded January 25, 1983 in Volume 148 at Page 230 of the Brookfield Land Records.

SCHEDULE 1.2

Contracts To be Assumed by Aquarion

None.

SCHEDULE 3.2(i)

Encumbrances

The assets to be conveyed are subject to the following encumbrances as of the effective date of the Agreement:

1. Any and all provisions of any ordinance, municipal regulation or public or private law.
2. Notes, conditions and such state of facts as are shown on a survey entitled "Indian Fields Section One Property of K. and K. Corp. Brookfield, Conn. Scale 1" = 100' Oct. 27, 1965 Certified Substantially Correct by Charles J. Osborne R.L.S. New Milford, Conn." filed as Map 6-109.
3. Easement, Brook-Dale Homes, Inc. to The Connecticut Light and Power Company dated November 1, 1967, recorded in Volume 76 at Page 525 of the Brookfield Land Records.
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SCHEDULE 3.2(ii)

Liens to be Released

None.

SCHEDULE 3.7

Description of Litigation and
Orders Pertaining to the Water System

None.

SCHEDULE 3.8

Contracts to which IFA is a Party

None. IFA obtains certain services from vendors in connection with its operation of the water system, but IFA is not a party to material contracts for such services.

SCHEDULE 3.12 (a)

Licenses related to Water System

None. IFA is not in possession of any licenses used or relied upon by it for the operation of the water system.

Schedule 3.12(c)

Additional Permits Required

None. IFA is not aware of any permits required for operation of the water system.

SCHEDULE 3.14

Condition of Assets

SCHEDULE 3.15

Tax Matters

None.

SCHEDULE 7.1(f)

Water Quality

Schedule 7.9

Opinions of Counsel to IFA

- Seller is a Tax District formed in accordance with Chapter 105 of the General Statutes of Connecticut, Sections 7-324 to 7-327.
- Seller is not a water company as defined under section 16-1 of the Connecticut General Statutes.
- Seller is legally authorized to sell and distribute water in the Town of Brookfield, Connecticut in which it presently sells and distributes water through the Water System.
- Seller possesses full legal authority to enter into and carry out the provisions of this Agreement.
- The execution, delivery and performance of this Agreement by Seller will have been duly and validly authorized by all requisite action on the part of the Seller. This Agreement has been duly executed and delivered by the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller in accordance with its terms. Approval of the transfer of Class I or II Water Company land by the DPH -is the only action required by a governmental authority in order to authorize the Seller to consummate the transactions contemplated by this Agreement.
- The consummation of the transaction contemplated hereby will not violate any provision of the Constitution or By-laws of the Seller.
- The consummation of the transaction contemplated hereby will not constitute a violation by the Seller of any law or regulation of any jurisdiction as such law or regulation relates to the Seller, the Water System or the Assets.
- The Agreement has been adequately approved by the Seller and by the Board of Directors of the Seller in the manner required by law and by the Seller's Constitution or By-Laws to approve this Agreement and the transactions contemplated hereby.
- The assignments and instruments of conveyance and transfer necessary to convey the Assets to be transferred hereunder have been duly executed by the Seller in such form as to be effective under Connecticut law to convey to Aquarion all rights of the Seller and in and to the Assets.

**Indian Fields Homeowners Association
Financial Summary
(Fiscal Years from 2002 - 2012)**

	FY 2002 Actual	FY 2003 Actual	FY 2004 Actual	FY 2005 Actual	FY 2006 Actual	FY 2007 Actual	FY 2008 Actual	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY2012 (Estimate)
<u>Income</u>											
Assessments & Fees	\$25,479	\$21,794	\$23,574	\$27,090	\$20,027	\$30,991	\$47,100	\$26,500	\$30,310	\$36,865	\$38,500
Interest	\$779	\$239	\$182	\$302	\$809	\$1,172	\$645	\$500	\$0	\$0	\$0
Misc (Insurance Rebate)	\$0	\$0	\$0	\$660	\$600	\$0	\$19	\$0	\$693	\$0	\$0
Total Income	\$26,258	\$22,033	\$23,756	\$28,051	\$21,436	\$32,163	\$47,764	\$27,000	\$31,003	\$36,865	\$38,500
<u>Expenses</u>											
Water Maintenance	(\$36,999)	(\$7,364)	(\$7,031)	(\$9,530)	(\$5,539)	(\$3,951)	(\$26,363)	(\$8,200)	(\$26,127)	(\$13,192)	(\$12,500)
Water Testing	(\$2,875)	(\$1,284)	(\$1,881)	(\$3,921)	(\$2,402)	(\$4,136)	(\$3,353)	(\$3,520)	(\$2,612)	(\$2,714)	(\$2,800)
System Electricity	(\$3,841)	(\$2,890)	(\$3,745)	(\$3,751)	(\$4,592)	(\$4,903)	(\$6,783)	(\$7,122)	(\$7,500)	(\$6,380)	(\$7,000)
Insurance	(\$2,377)	(\$713)	(\$2,848)	(\$2,157)	(\$2,222)	(\$2,064)	(\$2,038)	(\$2,140)	(\$623)	(\$4,124)	(\$3,300)
Administration	(\$1,412)	(\$1,493)	(\$1,430)	(\$1,518)	(\$1,550)	(\$1,347)	(\$1,200)	(\$1,260)	(\$2,133)	(\$1,901)	(\$2,000)
Water Purchased	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$0)	(\$4,140)	(\$3,000)
Misc. Landscaping	(\$0)	(\$0)	(\$0)	(\$2,275)	(\$0)	(\$0)	(\$0)	(\$0)	(\$859)	(\$0)	(\$600)
Total Expense	(\$47,504)	(\$13,744)	(\$16,934)	(\$23,153)	(\$16,305)	(\$16,402)	(\$112,299)	(\$22,242)	(\$39,854)	(\$32,451)	(\$31,200)
Annual Reserve Increase/(Decrease)	(\$21,246)	\$8,289	\$6,823	\$4,899	\$5,131	\$15,762	(\$96,537)	\$5,632	(\$00,000)	(\$00)	\$7,300
<u>Year-End Balance</u>											
Operating Funds	\$5,000	\$5,000	\$4,163	\$5,000	\$8,986	\$10,000	\$874	\$5,632	\$3,800	(\$2,289)	\$8,215
System Replacement Reserve	\$19,505	\$27,794	\$35,454	\$39,516	\$40,660	\$55,409	\$0	\$0	\$0	\$0	\$0
Total	\$24,505	\$32,794	\$39,716	\$44,516	\$49,647	\$65,409	\$874	\$5,632	\$3,800	(\$2,539)	\$8,215



Aquarion Water Company of Connecticut

Schedule of Approved Rates (issued and effective February 8, 2012 per docket 10-02-13RE01 and September 26, 2012 per docket 12-03-07)

Flat Rate Service	
<u>Quarterly Minimum Charge</u>	
Includes one sink, one water closet, one bathtub or stall shower, and one wash bowl.	<u>Quarterly</u> \$90.85
<u>Additional Fixtures</u>	
Sink or Dishwasher	\$21.02
Water Closet	\$21.54
Bathtub	\$12.81
Stall Shower	\$12.81
Wash Bowl	\$6.25
Laundry Tray	\$11.76
Washer	\$21.54
<u>Outside Fixtures</u>	
First faucet, sillcock, or yard hydrant; on lots 50' in frontage or less	\$22.86
For lots in excess of 50' frontage for each additional 10' or part thereof	\$3.68
For each additional faucet, sillcock, or yard hydrant	\$5.05
<u>Monthly</u>	
Ball Pond Customers	\$50.00
Birchwood Customers (unmetered)¹	\$50.00
Meckauer Customers (unmetered)²	\$40.00
Dunham Pond Customers (unmetered)²	\$40.00
Dean Heights Tax District (unmetered)³	\$42.63
Proposed Indian Fields Homeowner's Association (unmetered)²	\$42.92
<u>Quarterly</u>	
Greenridge Tax District (unmetered)³	\$127.89
Candlewood Terrace - Carmen Hill (unmetered)³	\$127.89
Forest Hills Estates, Inc. (unmetered)³	\$127.89
<u>Surcharges</u>	
<u>Quarterly</u>	
Greenridge Tax District - Mortgage Pay-down	\$40.50
Greenridge Tax District - Twenty-year Capital Expenditure	\$75.00
Greenridge Tax District - One-Year Deferral of Excess Water	\$75.00
Candlewood Terrace - Carmen Hill Orchards	\$25.00
 ¹ Upon metering, customers will be charged Southern Division rates	
² Upon metering, customers will be charged Eastern Division rates	
³ Upon metering, customers will be charged Eastern Division (United) rates	