

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385

August 25, 2022

Mr. Rob Brule, First Selectman
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Brule,

At the July 12, 2022 Waterford Utility Commission meeting, the commission acted to recommend the adoption of the new Waterford/East Lyme Wastewater Collection and Conveyance Agreement to be accepted by the Board of Selectmen and the RTM. This agreement memorializes the terms of wastewater conveyance from the Town of East Lyme into Waterford's collection system for the next 30 years.

Attached please find the aforementioned agreement for your consideration.

James A. Bartelli, Interim Director
Utility Commission

Cc: Utility Commission

2022 SEP 21 AM 10:06

RECEIVED FOR RECORD
WATERFORD, CT

EXPENDITURES

MOTION made by Mr. Negri to approve end of FY22 and July 2022 bill list, Mr. Dembek seconded.

VOTE The motion passed unanimously.

OLD BUSINESS – REPORTS & UPDATES

- FINANCIALS – WW FUND REVENUES/EXPENDITURES REPORT
The financials were reviewed. Mr. Soto reported we are still within the budget but we are still waiting on the New London Wastewater treatment bill.
- American Rescue Plan-Update on the Old Norwich Rd & Cross Rd Pump Station Rehab project.
Mr. Soto reported that the bids that came in for this rehab project were much higher than expected. There was a discussion of just concentrating on the Old Norwich Pump Station with the American Rescue funds.

MOTION made by Mr. Dembek to give staff permission to move forward with inquiring and using the American Rescue Funds for the Old Norwich Pump Station and table the Cross Rd Pump Station for a future date, seconded by Mr. Negri.

VOTE Passed

- COLLECTIONS-UPDATE
Attorney Kepple reported that collections are going well.

BI-TOWN WASTEWATER AGREEMENT

Attorney Kepple explained the minor changes that were made in the agreement. He reported that East Lyme were fine with the changes. Attorney Kepple would like to move forward and be able to put on the agenda for the next RTM meeting in August.

MOTION made by Mr. Negri for the Commission to recommend the adoption of the new Bi-Town Agreement to be accepted by the Board of Selectmen and the RTM, seconded by Mr. Dembek.

VOTE Passed

**THE
WATERFORD / EAST LYME
WASTEWATER COLLECTION AND CONVEYANCE AGREEMENT**

DATED: _____, 2022

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FOR THE
WATERFORD / EAST LYME
WASTEWATER COLLECTION AND CONVEYANCE AGREEMENT

An Agreement between the Town of Waterford and the Town of East Lyme hereinafter referenced as "Parties" regarding the collection and conveyance of wastewater from these towns to the City of New London's Thomas E. Piacenti Regional Water Pollution Control Facility.

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PART I – INTRODUCTION

SECTION 1 – RECITALS

WHEREAS, the City of New London, the Town of Waterford and the Town of East Lyme entered into a 30-year Agreement (hereinafter referred to as the “Tri-Town Agreement”) dated October 15, 2021 regarding the collection and conveyance of wastewater from the Towns to a wastewater treatment plant and related facilities located in the City of New London; and the shared responsibility for the annual operation and repair of said facilities under the Tri-Town Agreement; and

WHEREAS, Waterford is allocated 30% of the daily treatment capacity of the Piacenti Facility and East Lyme is allocated 15% of the Piacenti Facility’s treatment capacity; and

WHEREAS, the purpose of this Agreement (hereinafter referred to as the “Two-Town Agreement”) is to continue the mutually beneficial collaboration between the Towns of Waterford and East Lyme which have developed an interconnected wastewater collection and conveyance system. The collection and conveyance facilities located in each community are owned by their respective communities. This Two-Town Agreement establishes the terms, conditions and respective rights and responsibilities of Waterford and East Lyme regarding the operation and shared use of this interconnected system.

WHEREAS, transmission of wastewater from East Lyme to said Piacenti Facility will require the use of interceptor sewer mains and other wastewater conveyance systems located in Waterford, and

WHEREAS, East Lyme and Waterford desire to set forth their respective rights and obligations regarding the use and maintenance of said facilities,

WHEREAS, both Parties acknowledge New London granted up to 300,000 gallons per day of treatment capacity in a 2018 Agreement with the Beach Associations referenced herein which will be additional flow through both East Lyme and Waterford above and beyond each of the Town’s allotted capacity,

WHEREAS, each Party recognizes that an order from the State of Connecticut directed at either Town might require certain terms of this Agreement to be revisited.

NOW THEREFORE, the Parties agree to the following:

For the purpose of this Agreement, the following terms shall have the meaning set forth below:

SECTION 2 – DEFINITIONS

“Capital Account” means an account which may be established separately for each of the Parties and maintained by the Town of Waterford which will reflect the accumulated capital payments, interest accrued and reserves created by each Party and not yet expended for Capital

Improvements unrelated to the shared facilities referenced in the October 15, 2021 Tri-Town Agreement. The beginning balances for each Party at the time of the signing of this Agreement are attached as Appendix A 'Beginning Balances of Capital Account'.

"Capital Improvements" means the acquisition, construction, reconstruction, rehabilitation, demolition or replacement of certain shared infrastructure described on a map attached hereto as Appendix B under terms and conditions as detailed in Part V herein.

"Municipalities" means the geographical boundaries of Waterford and East Lyme; "municipality" means any one or more of the municipalities, as the context may dictate.

"Parties" means the Town of Waterford (hereinafter called "Waterford") represented by Waterford Utility Commission, and the Town of East Lyme (hereinafter called "East Lyme") represented by the East Lyme Water & Sewer Commission.

"Piacenti Facility", means the City of New London's existing treatment plant, known as the "Thomas E. Piacenti Regional Water Pollution Control Facility".

"Planned Capital Project" means a capital improvement project that Waterford has planned well in advance allowing Waterford ample time to notify East Lyme of the cost and timing of the project.

"Third Party(ies)" means any town, city, or entity whether public, quasi-public, or private, located outside of the jurisdictional boundaries of the Town of Waterford, and/ or the Town of East Lyme.

"Towns" means Waterford and East Lyme; "town" means either of the towns, as the context may dictate.

SECTION 3 – DESCRIPTION OF THE SHARED INTEGRATED COLLECTION AND CONVEYANCE AND PUMPING SYSTEM

A) SHARED INFRASTRUCTURE OF THE PARTIES

1. WATERFORD'S SHARED COLLECTION AND CONVEYANCE SYSTEM

Waterford's existing interceptor sewers, force mains and other directly related facilities located as follows: beginning at the intersection of Gallup Lane and Rope Ferry Road, extending in a general easterly direction to the Evergreen Pump Station (hereinafter "Evergreen PS"). The collection and conveyance component of this system is shared by East Lyme and Waterford. Said wastewater conveyance system is more particularly described in a map or plan or report entitled "Map Showing the General Location of Selected Wastewater Conveyance Facilities in the Town of Waterford Comprised of East Lyme Sewer Main and Waterford Wastewater Conveyance System Date: August 23, 1988 Not to Scale by Consulting Environmental Engineers, Inc." See Appendix B 'Waterford's Shared Collection and Conveyance System'. Ownership and title to the sewers and related facilities located in Waterford is in the Town of Waterford.

2. EAST LYME'S COLLECTION AND CONVEYANCE SYSTEM

For purposes of this Agreement, East Lyme's wastewater conveyance system shall consist of a "force main" and related facilities in the Town of Waterford, which are connected to the westerly terminus of Waterford's existing wastewater conveyance system described above. For purposes of this agreement, such East Lyme's "force main" means that pipe and related facilities in Waterford located as follows: beginning at the east bank of the Niantic River at land now or formerly of John Wadsworth, thence extending in a general easterly direction along Avenue "B" to its intersection with Fourth Street, thence extending in a general southerly direction along Fourth Street to its intersection with Mago Point Way extending in a westerly direction to Rope Ferry Road, thence extending in a general easterly direction along Rope Ferry Road to its intersection with Gallup Lane, being the westerly terminus of Waterford's wastewater conveyance system described herein. Said force main is more particularly described in a map or plan or report entitled "Map Showing the General Location of Selected Wastewater Conveyance Facilities in the Town of Waterford Comprised of East Lyme Sewer Main and Waterford Wastewater Conveyance System Date: August 23, 1988 Not to Scale Consulting Environmental Engineers, Inc." See Appendix B.

The design, construction and installation of East Lyme's force main described herein was at East Lyme's sole cost and expense. The force main meets the construction and performance standards of equivalent facilities performed under the jurisdiction of the Waterford Water Pollution Control Authority (now Utility Commission).

Upon completion of the construction of the force main referenced above and upon Waterford's acceptance of said main, ownership and title to the force main described above was vested in Waterford. East Lyme has the exclusive use of this force main.

After the completion of the connection between Waterford's wastewater conveyance system and East Lyme's force main, Waterford accepted said force main and Waterford assumes the responsibility for maintaining, repairing and operating the Waterford shared wastewater collection and conveyance system and the East Lyme "force main" described above. The cost of capital maintaining, repairing and operating the shared wastewater collection and conveyance system described in Paragraph 1 above (except for the Evergreen PS) shall be apportioned between the Towns based on proportional use of said system. The cost of capital, maintaining, repairing and operating the East Lyme force main shall be paid by East Lyme. The maintaining, repairing, operating, and capital cost sharing for the use of the Evergreen PS is addressed in the Tri-Town Agreement of October 15, 2021.

B) CURRENT AND FUTURE SHARING OF PARTIES' INFRASTRUCTURE WITH NON-PARTIES

1. CURRENT NON-PARTY USERS OF PARTIES' INFRASTRUCTURE

Point O'Woods

2. CURRENT NON-PARTIES WITH RIGHTS TO USE PARTIES' INFRASTRUCTURE

- a. The Miami Beach Association and The Miami Beach Association Water Pollution Control Authority*
- b. Old Lyme Shores Beach Association and The Old Lyme Shores Beach Association Water Pollution Control Authority*
- c. The Old Colony Beach Club Association and The Old Colony Beach Club Association Water Pollution Control Authority*
- d. Town of Old Lyme, a municipal corporation, and Old Lyme Water Pollution Control Authority

* Pursuant to July 24, 2018 Agreement between East Lyme and Beach Associations.

3. POTENTIAL FUTURE NON-PARTY USE OF PARTIES' INFRASTRUCTURE

All Parties affected by any proposed additional expansion of the use of this interconnected wastewater collection and conveyance infrastructure by Third Parties located outside of the Parties' territorial limits must agree in advance to the terms and conditions associated with such additional sharing of a Parties' infrastructure.

If East Lyme seeks to create additional Third Party customers who will be using Waterford's infrastructure beyond those with contractual rights as of the date of this Agreement, it shall secure approval for such use from Waterford according to the following terms:

If East Lyme financially benefits from such additional use beyond the proportional contributions for O&M based on flow described in Part II, Section 1, it will share such benefit with Waterford in proportion to the respective depreciated value of East Lyme's and Waterford's collection and conveyance systems affected by such additional use. For instance if East Lyme receives XX dollars for the intended flow use of its transmission system from any proposed new customer it shall share said revenue proportionally with Waterford based on the depreciated value of each Town's original investment in the infrastructure being used by said new customers. Within the first three years of the Agreement, the Parties will come to an agreement regarding the dollar value of each communities' depreciated infrastructure affected by any new use so as to be able to calculate the allocation of the benefits to each of any additional transmission capacity revenue.

PART II – METERING FLOW AND WASTEWATER QUALITY

SECTION 1 – MEASUREMENT OF FLOWS

East Lyme has installed and will maintain a flow measuring device at the Niantic River Pump Station (hereinafter “Niantic River PS”) which meets mutually acceptable specifications to measure, record and transmit the volume of wastewater flow from East Lyme to Waterford.

Waterford has installed and will maintain flow measuring devices at Mago Point and the Evergreen PS which meet mutually acceptable standards to measure, record and transmit the combined volume of wastewater flow from East Lyme through the portion of Waterford’s collection and conveyance system covered by this Agreement. The flow measuring device at Mago Point will serve as a backup for the meter at the Niantic River PS. The respective rights and responsibilities for meters in Waterford and East Lyme which calculate flow from East Lyme are articulated in the Tri-Town Agreement and adopted here by reference.

SECTION 2 – STANDARDS OF FLOWS/PERMITS/WASTEWATER QUALITY

The Waterford Utility Commission will promulgate and maintain rules and regulations consistent with state and federal law and the City’s wastewater treatment guidelines with respect to the operation of the wastewater conveyance system and sewer main and related facilities. East Lyme will adopt and enforce the same rules and regulations and any amendments thereto within the boundaries of East Lyme. If either town proposes to adopt new rules and regulations which affect the wastewater conveyance system and sewer main and related facilities and are more stringent than those required by state and federal and the city’s guidelines, the respective Water Pollution Control Authorities of each town shall agree upon the necessity and terms of such rules and regulations before they are adopted, except that Waterford may apply and enforce any such more stringent rules and regulations in Waterford before agreement with East Lyme.

Waterford and East Lyme have committed to New London and one another the collection and conveyance of wastewater to New London which meets the requirements detailed in the Tri-Town Agreement which commitment is adapted herein by reference.

East Lyme shall be responsible for assuring that the strength and character of the wastewater discharged into the Waterford sewer system meets the requirements of the Waterford Sewer Use and Sewage Disposal Ordinance. More particularly, East Lyme shall make provisions for odor and corrosion control to assure that the wastewater discharge into Waterford’s infrastructure has a daily average hydrogen sulfide concentration of less than 5 ppm (vapor) and a peak concentration of not more than 15 ppm (vapor). East Lyme shall provide adequate facilities for treatment, testing and remote monitoring consistent with Waterford’s standards and practices to assure that the hydrogen sulfide limitations are met.

PART III – BILLING

The parties agree to collaboratively develop, over the next three years, a transparent billing protocol which meets the diverse needs of both communities. The current billing method will be

used in the interim. Waterford will provide timely responses to any questions East Lyme has about the basis of the existing and proposed billing protocols.

PART IV – EMERGENCY REPAIRS

SECTION 1 – EMERGENCY REPAIRS

The Town of Waterford may make such emergency repairs to the shared collection and conveyance infrastructure covered by this Agreement as are necessitated from time to time for operational reasons. The cost of said emergency repairs shall be paid out of the Capital Accounts for each Town pursuant to the percentages described in Part V, Section 2 below. The Town of Waterford may make emergency repairs without a prior agreement between Waterford and East Lyme.

PART V – SHARED RESPONSIBILITIES FOR CAPITAL AND OPERATION AND MAINTENANCE

SECTION 1 – TOWN OF WATERFORD TO SERVE AS CUSTODIAN OF CAPITAL ACCOUNT

A separate ledger for each of the Capital Accounts will be maintained by Waterford on behalf of both Waterford and East Lyme. The funds in the Capital Accounts shall be invested by Waterford in the same instruments and with the same prudence as is required by State statute and regulation for the investment of municipal funds generally. All income from the investment of the Capital Accounts shall be credited to each municipality's Capital Account in the same proportion as the respective balances of the Capital Account of each municipality at the time the income was accrued. An accounting of the balances and all transactions affecting each of the Towns' Capital Accounts will be provided to East Lyme by Waterford each summer as soon as the Town's audit is complete. East Lyme may request a balance of their Capital Account at any time during the year. Waterford shall provide said balance within ninety days of any such request.

Nothing herein contained shall preclude either Town from making extensions and improvements in their respective sanitary sewerage systems, provided Waterford shall not make any capital improvements to its wastewater conveyance system referred to in Part I, Section 3A)1 hereof or the force main referred to in Part I Section 3A)2 hereof unless and until an agreement has been entered into between it and East Lyme with respect to each Town's share of the costs of such improvements and the manner in which each Town shall pay the same or a determination is made under Part VII, Section 1. Should any extension or improvements by Waterford diminish the continued availability to East Lyme of the capacity described in Section 1 or its exclusive use of the force main described in Section 3.2, or should any extensions or improvements by East Lyme exceed the capacity described in Section 1, before undertaking such work the Towns shall enter into an agreement with respect to each Town's share of the costs or credits resulting from such extension or improvements, and the manner in which each Town shall pay the same.

Notwithstanding the provisions above, if Waterford determines that good engineering and

operating practice for sewer utilities requires that improvements should be made to its wastewater conveyance system referred to in Section 3.1 hereof and Waterford and East Lyme are unable to reach an agreement (with respect to the need for the improvement or each town's share of the costs of such improvement and the manner in which each town shall pay the same) within 90 days after Waterford notifies East Lyme of the need for the improvement, then the two towns shall submit to arbitration the question of whether the particular improvement is warranted as good engineering and operating practice for sewer utilities. A single arbitrator shall be appointed under the jurisdiction of the American Arbitration Association. That arbitrator shall be a registered professional engineer with recent experience in the field of sewer system construction and operation. Said arbitrator shall not have been associated in any way with East Lyme or Waterford or New London within the previous ten years. If the arbitrator determines that the improvement is warranted, then the improvement shall be done. In making such determinations, Waterford and the arbitrator shall take into account the continued availability to East Lyme of the capacity described in Section 1. Said arbitrator shall also determine the allocation of his or her fees for the arbitration process. If any disagreement remains concerning each town's share of the costs of such improvement and the manner in which each town shall pay the same, such disagreement shall be resolved in accordance with the provisions of Part VII of this Agreement. Pending such resolution, the cost of the improvement to the wastewater conveyance system shall be allocated in the same ratio as provided in Part V for the most recent fiscal year and shall be paid by each town as the costs are incurred. The cost of an improvement to the force main shall be paid by East Lyme as the costs are incurred. If the outcome of the arbitration as to costs shall result in an adjustment of the amounts for which each town is responsible, such adjustments shall be made at the time of the next semiannual payment made by East Lyme to Waterford under Part III.

SECTION 2 – SHARING COSTS FOR CAPITAL IMPROVEMENTS AND OPERATION AND MAINTENANCE FOR THE USE OF WATERFORD'S SHARED INFRASTRUCTURE

The cost for O&M as well as capital expenditures for the portion of Waterford's shared infrastructure used by East Lyme and its other customers under this Agreement are separate and distinct from Waterford's infrastructure used by East Lyme which is covered by the Tri-Town Agreement (the Evergreen PS and the portion of the force and pressure mains to Piacenti which are located in the Town of Waterford). Some of this infrastructure was constructed in 1975. Other portions were constructed between 1976 through the date of this Agreement. Between the years of 1975 thru 1993, only wastewater generated in Waterford was conveyed through the system. Thereafter, wastewater generated in East Lyme and beyond also began to flow through this infrastructure.

Under the previous Two-Town Agreement, the O&M and capital cost-sharing distribution for this shared conveyance infrastructure was based on the total annual flows from East Lyme through Waterford. The Parties agree to continue the same cost-sharing formula for O&M and capital improvements based on proportional flow which was utilized in the previous Agreement.

Capital Improvements - means the acquisition, construction, reconstruction, rehabilitation, demolition or replacement of the relevant portions of Waterford's shared infrastructure as defined

in Part I, Section 2, or major components thereof. Capital Improvements include repairs which cost, exclusive of the labor cost for Town employees, more than \$25,000. This threshold figure will increase 2% each year of the Two-Town Agreement. Other than the percentage of cost sharing, capital expenditures threshold, and notifications associated, such expenditures with this conveyance system will be handled administratively in a similar manner as capital expenditures associated with the Piacenti Facility as described in the Tri-Town Agreement. The Capital Improvements incurred during the fiscal year together with the flow percentages will be used to calculate the Parties' cost sharing. During the life of the previous "Waterford/East Lyme Sewer Agreement", East Lyme made annual contributions to Capital Accounts under Waterford's custody in the amount of \$11,873 per year for the Waterford Wastewater Conveyance System, now *Waterford Shared Collection and Conveyance System*, and \$13,830 per year for the East Lyme Sewer Main, now *East Lyme's Collection and Conveyance System*. With the approval of East Lyme, during the life of the previous agreement, funds from these accounts were used to cover East Lyme share for various capital expenditures associated with the Waterford Wastewater Conveyance System. The total current balance of East Lyme's accounts as of June 3, 2022 is \$140,861.03 (Appendix A). East Lyme shall continue such annual Capital Accounts contributions to absorb the impact of a major [planned or emergency] capital expenditure on East Lyme. During the life of the previous agreement Waterford did not create a Capital Accounts. By ordinance, Waterford capital expenditures are funded through the general government fund, and appropriations are made at such time [capital funds] as needed for emergencies, or through the Capital Improvements Program (CIP) budget period for planned projects. Waterford will continue such capital funding source.

Cost Sharing Distribution – For a given fiscal year, the percentage of cost sharing for O&M as well as capital expenditures shall be prorated based on the flow from each community through the portion of Waterford's collection and conveyance covered by this Agreement:

East Lyme percentage – Annual flow from the East Lyme Conveyance System as metered at the Niantic River PS in Niantic, then divided by the annual total flow into the Evergreen PS from the Waterford Shared Collection and Conveyance System as metered by the 48-inch interceptor meter located just west of the Evergreen PS; then multiplied times 100.

Waterford percentage – 100.00 minus East Lyme percentage.

SECTION 3 – COORDINATION WITH NEW LONDON / WATERFORD / EAST LYME WASTEWATER COLLECTION, CONVEYANCE AND TREATMENT AGREEMENT

Waterford and East Lyme agree that the provisions of this Agreement are to be read and understood in conjunction with the East Lyme/Waterford/New London Agreement. Neither is intended to abrogate the rights and responsibilities stated in the other. To the extent possible, said agreements shall be construed so as to be harmonious and the separate provisions of each agreement should be construed so that each would be operative.

PART VI – TERM, REOPENING AND TERMINATION OF AGREEMENT

SECTION 1 – TERM OF AGREEMENT

This Agreement shall be in effect for a period of twenty (20) years. The Parties shall have the option of extending the Agreement for another ten (10) years if the Parties agree to such an extension no less than five (5) years from the end of the original term. At any time before the final five years of the initial twenty (20) year term, any of the Parties may, by giving written notice to the other parties, propose to extend the term of this Agreement for an additional ten (10) years. In such event, each of the Parties receiving said notice shall respond to said notice within sixty (60) days after receipt of same. If either of the responding parties refuses to extend the Agreement, it shall provide reasonable and rational reasons for said refusal. If either of the responding Parties proposes an extension upon certain conditions or modifications, it shall give reasonable and rational reasons for such conditions or modifications. Upon receipt of the answers from the responding Parties, the Party proposing to extend the term of this Agreement shall either begin negotiations with the other Parties or withdraw its proposal, in its discretion.

SECTION 2 – PROCEDURE FOR TERMINATION OF THE AGREEMENT

The Parties agree to adapt the same termination procedure outlined in Part V, Section 2 of the Tri-Town Agreement which shall be adopted herein by reference.

PART VII – OTHER PROVISIONS

SECTION 1 – DISPUTE RESOLUTION

It is the express intention of the parties that all legal proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom, except disputes pertaining to Part V, Section 1, shall be solely and exclusively initiated and maintained in the Superior Court for the Judicial District for New London at New London, Connecticut. The parties each irrevocably consents to the jurisdiction of such court in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding. It shall be a condition precedent to initiating an action in the Superior Court that the parties have engaged in non-binding mediation.

THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE PARTIES HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A

JURY, AND ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE PARTIES' CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY

SECTION 2 – RIGHT TO ACCESS RECORDS

On reasonable notice and at reasonable times and intervals, all records of the Town of Waterford pertaining to the infrastructure referenced herein shall be available for inspection and review by authorized representatives of the Town of East Lyme and by an independent certified public accountant retained and paid by East Lyme for such purposes.

SECTION 3 – RESERVATION OF RIGHTS

The Parties each reserve the right to assign their respective rights and obligations under this Agreement and any related agreements to an entity or system providing for regional water and/or sewer service.

SECTION 4 – SUPERSEDES THE 1988 AGREEMENT AND ANY AMENDMENT THERETO

Waterford and East Lyme agree that this Agreement is intended to supersede and replace their agreement dated August 24, 1988, as amended, and that said agreement is hereby declared null and void.

SECTION 5 – AMENDMENTS AND MODIFICATIONS ONLY IN WRITING

The provisions of this Agreement shall be amended or modified only by written agreement duly executed by the duly authorized representatives of the Parties.

SECTION 6 – CHOICE OF CONNECTICUT LAW

This Agreement and any questions concerning its validity or construction shall be governed by the laws of the State of Connecticut.

SECTION 7 – SEVERABILITY CLAUSE

In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions shall remain in force and effect, except that if any portions of this Agreement are determined to be invalid, illegal or unenforceable, the Towns will negotiate in good faith to reestablish the Sections that are determined to be invalid, illegal or unenforceable. If after six months of negotiations, mutual agreement is not reached, any Party may, but is not obligated to, terminate this Agreement in same manner and subject to the same terms as provided in Part VI Section 3 of this Agreement as if the end of the term were five years from the date of notice of termination.

SECTION 8 – NO THIRD-PARTY RIGHTS

Except as may be expressly provided herein, nothing in this Agreement is intended to confer on any person other than the Towns of Waterford and East Lyme any rights or remedies under or by reason of this Agreement.

SECTION 9 – SINGULAR/PLURAL USAGE

In this Agreement, the use of the singular shall encompass the plural, and vice versa, where appropriate in the context.

SECTION 10 – LISTING OF NAMES AND ADDRESSES FOR NOTICES

Except as otherwise provided in this Agreement, all notices and communications required or permitted hereunder shall be in writing and sufficiently given if delivered in person, sent by certified or registered mail, or by email as follows:

If to Waterford:

Chairman
Waterford Utility Commission
1000 Hartford Road
Waterford, Connecticut 06385

Plus, a copy to:
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, Connecticut 06385

Plus, a copy to:
Director
Waterford Utility Commission
1000 Hartford Road
Waterford, Connecticut 06385

If to East Lyme:

Chairman
East Lyme Water and Sewer Commission
PO Box 519
Niantic, Connecticut 06357

Plus, a copy to:
East Lyme Public Works Director
PO Box 519
Niantic, Connecticut 06357

The respective addresses to which such notices are given may be changed from time to time by written notice from the Addressee. Additionally, email addresses provided to each Party may be used as proper notification.

IN WITNESS WHEREOF, the Parties of this Agreement and this instrument to be signed in triplicate by their duly authorized officers and their respective seals to be affixed hereto, all as of this ____ day of _____, 2022.

Signed, Sealed and Delivered in the presence of:

TOWN OF WATERFORD

By Robert Brule, First Selectman
As authorized by Board of Selectman and
Representative Town Meeting

Witnesses

TOWN OF WATERFORD

UTILITY COMMISSION

By its Chairman,
Kenneth Kirkman

Witnesses

TOWN OF EAST LYME

WATER & SEWER COMMISSION

By its Chairman,
Kevin Seery

Witnesses

APPROVED AS TO FORM:

Nick Kepple – Town Attorney – Town of Waterford

APPROVED AS TO FORM:

Edward O'Connell - Town Attorney – Town of East Lyme

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385

August 25, 2022

Mr. Rob Brule, First Selectman
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Brule,

At the July 12, 2022 Waterford Utility Commission meeting, the commission acted to recommend the adoption of the new Waterford/East Lyme Wastewater Collection and Conveyance Agreement to be accepted by the Board of Selectmen and the RTM.

This agreement memorializes the terms of wastewater conveyance from the Town of East Lyme into Waterford's collection system for the next 30 years.

Attached please find the aforementioned agreement for your consideration.

James A. Bartelli, Interim Director
Utility Commission

Cc: Utility Commission

Appendix A

Capital Accounts

06/03/2022 11:03
nsoto

Town of Waterford, CT
G/L ACCOUNT DETAIL

IP
glactinq

Org: 601 Object: 21074
EL CAPITAL ACCOUNT FORCED 601 -000-00-00-000-21074

YEAR	PER	JOURNAL	EFF	DATE	SRC	TR	PO/REF2	REFERENCE	AMOUNT	POSTED
2022	09	223		03/25/2022	GCR	1		032522	-6,915.00	Y
2022	01	244		07/16/2021	GCR	1		071621	-6,915.00	Y
2022	00	2		07/01/2021	SOY	1		SOY BAL	-71,726.48	Y

Total Amount: -85,556.48

** END OF REPORT - Generated by Neftali Soto **

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Town of Waterford, CT
G/L ACCOUNT DETAIL

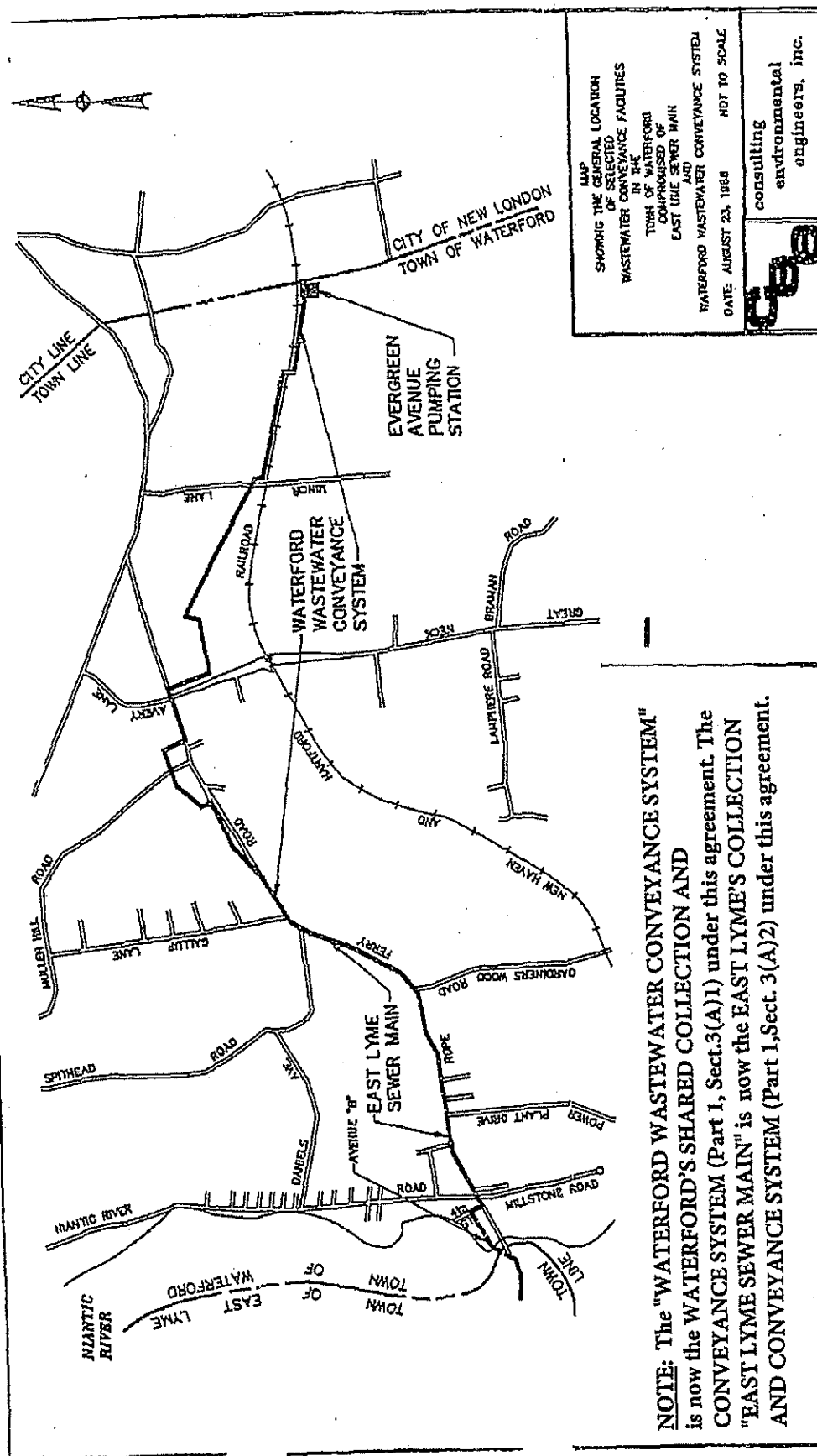
1
glacting

Org: 601 Object: 21073
EL CAPITAL ACCOUNT GRAYIT 601 -000-00-00-21073

YEAR PER JOURNAL EFF DATE	SRC TR PO/REF2	REFERENCE	AMOUNT	POSTED
2022 09	223	03/25/2022 GCR 1	-5,936.50	Y
2022 01	244	07/16/2021 GCR 1	-5,936.50	Y
2022 00	2	07/01/2021 SOY 1	-43,431.55	Y
Total Amount:			-55,304.55	

** END OF REPORT - Generated by Netball Soto **

Appendix B
**Waterford's Shared Collection and
Conveyance System**



NOTE: The "WATERFORD WASTEWATER CONVEYANCE SYSTEM" is now the WATERFORD'S SHARED COLLECTION AND CONVEYANCE SYSTEM (Part 1, Sect.3(A)1) under this agreement. The "EAST LYME SEWER MAIN" is now the EAST LYME'S COLLECTION AND CONVEYANCE SYSTEM (Part 1, Sect. 3(A)2) under this agreement.

Appendix B

Waterford's Shared Collection and Conveyance System

Appendix C
New London / Old Lyme Beaches Agreement

OLD LYME BEACH ASSOCIATIONS /
NEW LONDON AGREEMENT

THIS AGREEMENT, made and entered this 27th day of March, 2018 by and between the City of New London, Connecticut, a municipal corporation, with its principal place of business at 181 State Street, New London, Connecticut, 06320, acting through its City Council and Water & Water Pollution Control Authority (both hereinafter referred to as the CITY), and The Miami Beach Association and The Miami Beach Association Water Pollution Control Authority, each located in the Town of Old Lyme, Connecticut (collectively, "Miami Beach"); Old Lyme Shores Beach Association and The Old Lyme Shores Beach Association Water Pollution Control Authority, each located in the Town of Old Lyme, Connecticut (collectively, "Old Lyme Shores"); and The Old Colony Beach Club Association and The Old Colony Beach Club Association Water Pollution Control Authority, each located in Old Lyme, Connecticut (collectively "Old Colony") (Miami Beach, Old Lyme Shores and Old Colony are sometimes individually referred to herein as a "BEACH ASSOCIATION" or are collectively referred to herein as the "BEACH ASSOCIATIONS").

WHEREAS, the CITY owns and operates a water supply, treatment, and distribution system, and a wastewater collection, treatment, and discharge system that serves the City of New London, as well as all or part of the Towns of East Lyme and Waterford in Connecticut (hereinafter referred to as the "Systems").

WHEREAS, the CITY and BEACH ASSOCIATIONS have the authority under the laws of the State of Connecticut (the "State") and desire to enter into a contract for the CITY to provide sewage treatment for the BEACH ASSOCIATIONS,

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

1.0 PURPOSE

During the term of this Agreement, the CITY agrees to provide sewage treatment for the BEACH ASSOCIATIONS pursuant to the terms and conditions of this Agreement.

2.0 SCOPE OF SERVICES

The scope of services to be provided by the CITY under this Agreement shall be to perform all services required for the BEACH ASSOCIATIONS' sewage pursuant to the terms of this Agreement and all interlocal and tri-town agreements now in force, and as hereinafter amended, affecting the operation of the Systems. The CITY warrants that the sewage treatment services provided herein shall comply with all applicable local, State and federal laws and requirements.

2.1 Daily Flow Rate

The CITY agrees to provide a maximum of one hundred and twenty thousand (120,000) gallons per day of sewage treatment pursuant to this Agreement. The BEACH ASSOCIATIONS reserve the right to purchase up to an additional 180,000 gallons per day capacity (gpd) in increments of 1,000 with a 25,000 gpd minimum.

2.2 Treatment Cost

The parties agree that the treatment cost pursuant to this Agreement shall be variable and based on actual audited costs associated with operation and administration of the wastewater treatment facility to be billed twice yearly. Said treatment cost shall be variable and calculated as it is for all other member communities. Late fees in the amount of one and one-half percent (1.5%) per month shall be incurred for each month that the BEACH ASSOCIATIONS fail to pay the billed treatment cost. The current rate at the time of the signing of this Agreement is \$2.20/1000 gallons of sewage processed. It is understood by the parties that this rate may be adjusted either upward or downward based on the calculation, rates and costs in effect at the time flow actually commences. Bi annual billing shall be calculated in the same manner as other member communities in terms of content and timeframe. BEACH ASSOCIATIONS members shall be jointly and severally liable for payment of the treatment cost. The Old Colony Beach Association will receive the bill and will be responsible for coordinating payment to CITY and for obtaining payment from the other BEACH ASSOCIATIONS for their share.

2.3 Initial Connection Costs

The BEACH ASSOCIATIONS agree to the connection fee in the amount of one million four hundred and forty thousand dollars (\$1,440,000.00) (\$1,450,000 less the earnest money of \$10,000 previously paid) to be paid over twenty years plus a two percent (2%) interest to be compounded yearly, said payments to be made on a biannual basis billed along with treatment costs. Late fees in the amount of one and one-half percent (1.5%) per month shall be incurred for each month that the BEACH ASSOCIATIONS fail to pay the initial connection costs. This fee is for the initial capacity of 120,000 gallons per day. Construction of project shall commence within 18 months of the signing of the agreement. Every effort shall be made by the BEACH ASSOCIATIONS to expedite the process. Payments under this section shall commence September 1, 2023 or at the beginning of flow from the BEACH ASSOCIATIONS whichever comes first. BEACH ASSOCIATIONS members shall be jointly and severally liable for payment of the initial connections costs. The Old Colony Beach Association will be responsible for coordinating payment to CITY and for obtaining payment from the other BEACH ASSOCIATIONS for their share. New London agrees to enter into negotiations to extend the start date for payments under paragraph 2.3 in the event that the project has been delayed through no fault of the Beach Associations such that flow will not commence by September 1, 2023.

2.4 Plant Capital Expenses

The BEACH ASSOCIATIONS agree to pay one and two-tenths percent (1.2%) of the annual plant capital expenses associated with the 120,000 gallon per day capacity payable on biannual basis along with treatment costs; said payment is due thirty days after billing to the BEACH ASSOCIATIONS. BEACH ASSOCIATIONS members shall be jointly and severally liable for payment of the plant capital expenses. The Old Colony Beach

Association will receive the bill and will be responsible for coordinating payment to CITY and for obtaining payment from the other BEACH ASSOCIATIONS for their share. The percent of capital expenses will increase accordingly with additional capacity purchased in the future. Interest will accrue at a rate of one and one-half percent (1.5%) per month for each and every month that the plant capital expense payment is not made. No capital expenses shall be charged to BEACH ASSOCIATIONS by reason of any capacity expansion by CITY.

2.5 Capacity Reservation Option

The parties agree that the BEACH ASSOCIATIONS will have an option to reserve an additional one hundred and eighty thousand (180,000) gallons per day of flow. Said reservation option is intended to provide additional capacity for future needs. The buy-in for additional capacity is to be purchased in increments of 1,000 with a minimum of 25,000 gpd and shall be calculated utilizing the same formula as the initial buy-in and shall be payable as follows: (a) For the first through fifth years of the Agreement, there shall be a cost of zero dollars (\$0.00). (b) For years six through ten of the option, there shall be a one-time fee in the amount of five thousand dollars (\$5,000.00) payable within thirty days after the BEACH ASSOCIATIONS have exercised the option to continue with the option. (c) For years eleven through fifteen, there shall be a one-time fee in the amount of ten thousand dollars (\$10,000.00) payable within thirty days after the BEACH ASSOCIATIONS have exercised the option to continue with the option. (d) For years sixteen through twenty, there shall be a one-time fee in the amount of fifteen thousand dollars (\$15,000.00) payable within thirty (30) days after the BEACH ASSOCIATIONS have exercised the option to continue with the option.

2.7 Source of Sewage

The sewage sent for processing shall be generated solely from the BEACH ASSOCIATIONS communities and from no other source. Any extension of this agreement to additional communities is subject to mutual consent of both parties. The parties agree to not unreasonably deny requests to add additional communities. Sewage shall be domestic only and have parameters based upon typical values of domestic sewage. Atypical sewage is not covered by this Agreement.

2.8 Electronic Flow Signal

The BEACH ASSOCIATIONS shall provide an electronic flow signal to the New London WWTF as part of the overall project. The meter utilized for flow measurement shall be calibrated bi-annually and paid for by the BEACH ASSOCIATIONS. Calibration data shall be submitted within 30 days of calibration.

3.0 TERM AND TERMINATION

3.1 Term

Services by the BEACH ASSOCIATIONS under this Agreement shall commence on the day that the BEACH ASSOCIATIONS' flow commences and end twenty (20) years from such a date (the "Initial Term"), unless this Agreement is terminated as provided herein. The Right to maintain capacity purchased in the facility is not limited by the 20 year time frame as long as all payments are made under paragraph 2.3. The Right to maintain Treatment associated with waste generated by the BEACH ASSOCIATIONS is not limited by the 20 year time frame. Treatment costs are variable and covered under Section 2.2 of this agreement. In the event BEACH ASSOCIATIONS have not utilized any capacity by September 1, 2023, this agreement shall terminate absent an agreement pursuant to paragraph 2.3.

3.2 Termination

This Agreement may be terminated for breach or default (collectively, "breach"), but only if (i) the breach is a material one; (ii) the party claimed to have committed the breach received written notice of such breach given in accordance with Section 5.9 of this Agreement ("Notices"), which notice shall state with reasonable specificity the breach complained of and which shall state that the claimed breach is of such nature that it, in the opinion of the non-breaching party, would give the non-breaching party a right to terminate this Agreement unless the breach is cured as set forth below; and (iii) that party claimed to have breached shall have neither cured the breach within a reasonable time, but in any event within not more than thirty (30) days from the date of its receipt of written notice of breach or, with respect to a breach which cannot be cured with said period, shall have failed to take within said period reasonable steps to cure same and diligently continued to prosecute such cure. If the breach has been cured within said period, or reasonable steps to cure same commenced within said period and diligently prosecuted, the same shall not constitute cause for the termination of this Agreement. It is expressly understood and agreed that the notice required and the right to cure afforded by this provision shall apply to each and every obligation of the parties under the Agreement, whether the obligation is a general or specific one.

For the purpose of this subsection -- and subsection 3.3 only, all signatories to this Agreement agree that the term "CITY," for the purpose of termination of the Agreement, shall be a majority vote of the City Council of New London. The City Council of New London shall first obtain a recommendation from the Water and Water Pollution Control Authority regarding any proposed termination. It is specifically agreed that any vote of the Water and Water Pollution Control Authority concerning termination shall be advisory only.

4.0 RISK MANAGEMENT AND DISPUTE RESOLUTION

4.1 Indemnification

With respect to any and all claims against the CITY, BEACH ASSOCIATIONS agrees to indemnify and save harmless the CITY and each of its elected or appointed officers, employees and agents from and with respect to any claims, demands, suits, liabilities or obligations (whether brought by private parties or governmental agencies) for any and all loss, including but not limited to death, bodily injury, property damage, natural resource damage or any other injury or damage arising out of, or relating to, the services provided by BEACH ASSOCIATIONS which may be made against the CITY arising by reason of, or in connection with, any alleged negligent act or omission, any reckless or willful misconduct or any breach of this Agreement by BEACH ASSOCIATIONS or any person claiming under, by or through BEACH ASSOCIATIONS and if it becomes necessary for the CITY to defend any action seeking to impose any such liability BEACH ASSOCIATIONS will pay the CITY any sums which the CITY may be called upon to pay by reason of the entry of the judgment against the CITY and the litigation in which such claim is asserted.

With respect to any and all claims against the BEACH ASSOCIATIONS, the CITY agrees to indemnify and save harmless the BEACH ASSOCIATIONS and each of its elected or appointed officers, employees and agents from and with respect to any claims, demands, suits, liabilities or obligations (whether brought by private parties or governmental agencies) for any and all loss, including but not limited to death, bodily injury, property damage, natural resource damage or any other injury or damage arising out of, or relating to, the services provided by the CITY which may be made against the BEACH ASSOCIATIONS arising by reason of, or in connection with, any alleged negligent act or omission, any reckless or willful misconduct or any breach of this Agreement by the CITY or any person claiming under, by or through the CITY and if it becomes necessary for the BEACH ASSOCIATIONS to defend any action seeking to impose any such liability CITY will pay the BEACH ASSOCIATIONS any sums which the BEACH ASSOCIATIONS may be called upon to pay by reason of the entry of the judgment against the BEACH ASSOCIATIONS and the litigation in which such claim is asserted.

4.2 Dispute Resolution

It is the express intention of the parties that all legal proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the Superior Court for the Judicial District for New London at New London, Connecticut. The BEACH ASSOCIATIONS and the CITY each irrevocably consents to the jurisdiction of such court in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding. It shall be a condition precedent to initiating an action in the Superior Court that the parties have engaged in non-binding mediation.

BEACH ASSOCIATIONS AND CITY HEREBY EXPRESSLY WAIVES ANY AND

ALL RIGHTS THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND BEACH ASSOCIATIONS AND CITY HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE PARTIES' CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY

5.0 MISCELLANEOUS

5.1 Entire Agreement and Amendments

This Agreement contains the entire agreement between the CITY and BEACH ASSOCIATIONS and supersedes all prior or contemporaneous communications, representations, understandings, or agreements; all of which are merged herein. This Agreement may be modified only by written amendment signed by both parties.

5.2 Headings and Exhibits

The headings contained in this Agreement are for reference only and shall not in any way effect the meaning or interpretation of this Agreement; all of which are merged in this Agreement. The Exhibits to this Agreement shall be construed as an integral part of this Agreement.

5.3 Waiver

The Failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.4 Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party.

5.5 Access and Inspection by CITY

The CITY shall have the right to inspect the BEACH ASSOCIATIONS' Systems and equipment at any time. A BEACH ASSOCIATIONS representative shall be notified prior to and permitted to observe the inspection.

5.6 Force Majeure

A party's performance of any obligations under this Agreement, other than an obligation to pay money, shall be excused if, and to the extent that, the party is unable to perform because of events of force majeure, which shall include but shall not be limited to, storms, floods and other Acts of God, the acts of civil or military authority, quarantine restrictions, riots, strikes, lockouts or other labor disputes, commercial impossibility, epidemics, fires, explosions and bombings; the inability to obtain or delays in obtaining permits or other private or governmental approvals, or because of any other cause or causes beyond the reasonable control of the party seeking to be excused for performance. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause which excused performance hereunder.

5.7 Authority to Contract

Each party warrants and represents that it has the power and authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.8 Governing Laws

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, exclusive of its choice of law rules.

5.9 Notices

All notices will be in writing and will be delivered in person or transmitted by certified mail, return receipt requested. Notice required to be given to BEACH ASSOCIATIONS will be addressed to:

The Miami Beach Association and The Miami Beach Association Water Pollution Control Authority:

The Miami Beach Association Water Pollution Control Authority
P.O. Box 91
Old Lyme, CT 06371

Old Lyme Shores Beach Association and The Old Lyme Shores Beach Association Water Pollution Control Authority:

The Old Lyme Shores Beach Association Water Pollution Control Authority
P.O. Box 80
South Lyme, CT 06376

The Old Colony Beach Club Association and The Old Colony Beach Club Association Water Pollution Control Authority:

The Old Colony Beach Club Association Water Pollution Control Authority
P.O. Box 10
South Lyme, CT 06376

Notices required to be given to the CITY will be addressed to:

Mr. Michael Passero Mayor
City of New London City Hall
181 State Street
New London, CT 06320

Mr. Barry Weiner
Chairman
Water & Water Pollution Control Authority
120 Broad Street
New London, CT 06320

5.10 Severability

Should any part of this Agreement, for any reason, be declared invalid or void, such declaration will not affect the remaining portions, which will remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. Any portion of the Agreement declared invalid or void shall be renegotiated between the parties.

5.11 Third Party Rights

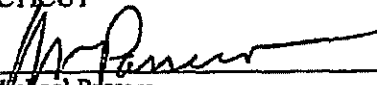
Nothing contained in this Agreement shall be deemed to create third party rights.

5.12 Survival

The following terms shall survive the termination of this Agreement: Article 4.1 Indemnification; Article 5.6 Force Majeure; Article 4.2 Dispute Resolution; and Article 5.12 Survival.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as the date first above written.

CITY OF NEW LONDON,
CONNECTICUT

By: 
Michael Passero
Mayor

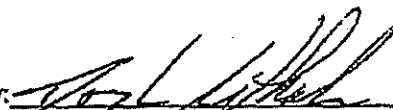
Date: 4-23-2018

CITY OF NEW LONDON, WATER &
WATER POLLUTION CONTROL AUTHORITY

By: 
Barry Weiner Chairman

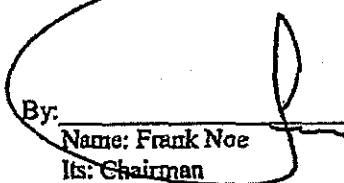
Date: 4/27/18

The OLD COLONY BEACH CLUB ASSOCIATION

By: 
Name: Douglas Whalen
Its: Chairman

Date: 4-10-18

The OLD COLONY BEACH CLUB ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: 
Name: Frank Noe
Its: Chairman

Date: 4/11/18

OLD LYME SHORES BEACH ASSOCIATION

By: Paul Yellen
Name: Paul Yellen
Its: President

Date: 4/3/18

THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: _____
Name: Joseph Halloran
Its: Chairman

Date: _____

THE MIAMI BEACH ASSOCIATION

By: _____
Name: Mark A. Mongillo
Its: President

Date: _____

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By: _____
Name: Scott J. Boulanger
Its: Chairman

Date: _____

MF034406

OLD LYME SHORES BEACH ASSOCIATION

By: _____
Name: Paul Yellen
Its: President

Date: _____

THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: Joseph D. Halloran
Name: Joseph Halloran
Its: Chairman

Date: 4/3/18

THE MIAMI BEACH ASSOCIATION

By: _____
Name: Mark A. Mongillo
Its: President

Date: _____

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By: _____
Name: Scott J. Boulanger
Its: Chairman

Date: _____

MF034406

OLD LYME SHORES BEACH ASSOCIATION

By: _____
Name: Paul Yellen
Its: President

Date: _____

THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: _____
Name: Joseph Halloran
Its: Chairman

Date: _____

THE MIAMI BEACH ASSOCIATION

By: Mark A. Mongillo
Name: Mark A. Mongillo
Its: President

Date: 4/3/18

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By: _____
Name: Scott J. Boulanger
Its: Chairman

Date: _____

MF034406

OLD LYME SHORES BEACH ASSOCIATION

By: _____
Name: Paul Yellen
Its: President

Date: _____

THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: _____
Name: Joseph Halloran
Its: Chairman

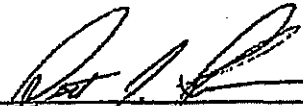
Date: _____

THE MIAMI BEACH ASSOCIATION

By: _____
Name: Mark A. Mongillo
Its: President

Date: _____

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By:  _____
Name: Scott J. Boulanger
Its: Chairman

Date: 4/9/18

MF034405

Appendix D
East Lyme / Old Lyme Beaches Agreement

AGREEMENT

by and between the

**MIAMI BEACH ASSOCIATION AND THE
MIAMI BEACH ASSOCIATION WATER POLLUTION CONTROL AUTHORITY
OLD LYME SHORES BEACH ASSOCIATION AND THE OLD LYME SHORES BEACH
ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY
OLD COLONY BEACH CLUB ASSOCIATION AND THE
OLD COLONY BEACH CLUB ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY**

and

THE EAST LYME WATER AND SEWER COMMISSION

regarding the

CONNECTION OF BEACH ASSOCIATIONS' SEWERAGE SYSTEM

to the

EAST LYME SEWERAGE SYSTEM

Dated

July 24, 2018

Final 7/12/18

THIS AGREEMENT, made and entered into on this 24th day of July, 2018 by and between the **EAST LYME WATER AND SEWER COMMISSION**, the duly designated and authorized Water Pollution Control Authority of the Town of East Lyme (hereinafter "East Lyme") **MIAMI BEACH ASSOCIATION** and the **MIAMI BEACH ASSOCIATION WATER POLLUTION CONTROL AUTHORITY**, the duly designated and authorized Water Pollution Control Authority of the Miami Beach Association (hereinafter "Miami Beach") **OLD LYME SHORES BEACH ASSOCIATION** and the **OLD LYME SHORES BEACH ASSOCIATION WATER POLLUTION CONTROL AUTHORITY**, the duly designated and authorized Water Pollution Control Authority for the Old Lyme Shores Beach Association (hereinafter "Old Lyme Shores") **OLD COLONY BEACH CLUB ASSOCIATION** and the **OLD COLONY BEACH CLUB ASSOCIATION WATER POLLUTION CONTROL AUTHORITY**, the duly designated and authorized Water Pollution Control Authority of the Old Colony Beach Club Association (hereinafter "Old Colony") each located in the Town of Old Lyme. Miami Beach, Old Lyme Shores, and Old Colony are sometimes referred to collectively as the "Beach Associations" and sometimes referred to individually as a "Beach Association";

WITNESSETH:

WHEREAS, the Beach Associations are incorporated under special acts of the Connecticut legislature, which legislation provides that they may construct and maintain sanitary sewers and related facilities; and

WHEREAS, each of the Beach Associations have established a Water Pollution Control Authority having all the rights, powers, duties and obligations set forth in Connecticut General Statutes Section 7-245 et seq. as amended; and

WHEREAS, each of the Beach Associations are subject to a Consent Order issued by the Connecticut Department of Energy and Environmental Protection which provides, inter alia; that the Beach Associations shall design and construct sanitary sewers to collect sewerage within the boundaries of their respective beach associations and to convey same by way of a shared pump station and force main pipe in Connecticut Route 156 through portions of the Town of Old Lyme and East Lyme, connecting to the westerly terminus of East Lyme's sanitary sewer system; and

WHEREAS, on January 25, 2018 the Connecticut Department of Energy and Environmental Protection issued an Order to East Lyme requiring, inter alia, that East Lyme enter into an agreement with the Beach Associations allowing them to construct and connect a sewer transmission main in East Lyme and to connect the wastewater flow from the Beach Associations to East Lyme's sewage system; and

WHEREAS, East Lyme and the Beach Associations desire to set forth their respective rights and obligations regarding the configuration of said facilities and the transmission of said wastewater;

NOW, THEREFORE, the parties agree:

1. For purposes of this agreement, East Lyme's existing "wastewater conveyance system" means that portion of its interceptor sewers, force mains and other directly related facilities located in the Town of East Lyme as shown on a map entitled "Regional Wastewater Map" dated June, 2018, prepared by Fuss & O'Neill, attached hereto as Schedule 1.

2. By resolutions adopted or to be adopted, each of the Beach Associations appropriated funds for the construction and equipping of sewer mains and related facilities

in the Towns of Old Lyme and East Lyme, to be connected to the westerly terminus of East Lyme's existing wastewater conveyance system described in Paragraph 1 hereof. For purposes of this agreement, the Beach Associations' "sewer main" means the force main pipe and related facilities located within the East Lyme territorial limits in and along Route 156 to its connection with the westerly terminus of East Lyme's wastewater conveyance system described in Paragraph 1 hereof. Said sewer main will be more particularly described in plans and specifications to be developed by the Beach Associations' engineers and approved by the East Lyme Water & Sewer Commission at a later date

3. The design, construction and installation of the Beach Associations' sewer main described in Paragraph 2 hereof shall be at the Beach Associations' sole cost and expense. Any permits for such work within the Town of East Lyme which may be necessary or required by any federal, state or municipal agencies, boards or commissions shall be obtained at the Beach Associations' sole effort, cost and expense. The sewer main shall meet the construction and performance standards of equivalent new construction performed under the jurisdiction of East Lyme. The cost of the acquisition of any land or interests in land for the construction and installation of the Beach Associations' sewer main described in Paragraph 2 hereof shall be at the Beach Associations' sole cost and expense. Should the Beach Associations deem it necessary or desirable, East Lyme will assist the Beach Associations in acquiring such land or interests in land, by eminent domain proceedings if necessary, provided that the Beach Associations will be responsible for all of East Lyme's costs and expenses, direct and indirect, in connection with such acquisitions.

4. East Lyme shall be reimbursed for any direct or indirect costs arising out of or relating to the planning, and construction of the Beach Associations' sewer main described in Paragraph 2 hereof to the East Lyme wastewater conveyance system described in Paragraph 1 hereof, including but not limited to the reasonable costs incurred in negotiating this agreement (in an amount not to exceed the \$15,000 previously paid by the Beach Associations, and provided that any unused amount shall be refunded to the Beach Associations), preparing and reviewing plans, designs and specifications, locating and providing information, inspecting construction in East Lyme, constructing minor upgrades to East Lyme's sewer system necessitated by the increased flows from the Beach Associations (excluding the upgrades contemplated in Exhibit A), and other items of a similar nature. Said expenses shall be set forth in monthly invoices from East Lyme to the Beach Associations and shall be due and payable 45 days after the date of each such invoice; provided, advance notice of any expenses in excess of \$3,000.00 for any month shall be given to the Beach Associations

5. Upon completion of the construction of the sewer main located within East Lyme and described in Paragraph 2, and upon East Lyme's approval of the connection, ownership and title to the sewer main located within East Lyme and described in Paragraph 2 hereof shall be vested in the Beach Associations. The Beach Associations shall be solely responsible for all costs and expenses of inspecting, maintaining, operating, repairing, and replacing any and all parts of the Beach Associations' sewer main, and monitoring and maintaining the flow of wastewater within said sewer main. Any capital expenses pertaining to said main shall be the sole responsibility of the Beach Associations.

If for any reason, including but not limited to unforeseen emergencies, the Beach Associations are unable to maintain efficiently or promptly provide for necessary repairs or replacements of any components of the sewer main located in East Lyme and described in Paragraph 2, as reasonably determined by East Lyme and the Beach Associations, East Lyme may take such actions and provide such services and materials as may be necessary or desirable to keep said sewer main in proper and efficient operating condition. Provided, however, that East Lyme shall have the right to act without prior consultation with the Beach Associations when the nature of the emergency does not permit such consultation. The cost of such services and materials shall be reimbursed to East Lyme within thirty (30) days after East Lyme sends to the Beach Associations a statement for such services and materials.

6. The Beach Associations shall install a flow measuring device at a mutually acceptable location which meets mutually acceptable specifications to measure, record and transmit the volume of sewage flow from the Beach Associations to the East Lyme system. The flow measuring device shall be calibrated on an annual basis by the Beach Associations, in accordance with mutually acceptable standards and written proof of calibration should be provided to the Town of East Lyme. Measurements of said flow shall be made at daily intervals and reported to East Lyme in a manner acceptable to the East Lyme Water & Sewer Commission (preferably on a remote basis).

7. The Beach Associations' share of the value of East Lyme's existing wastewater conveyance system described in Paragraph 1 hereof is 120,000 gallons per day and will be determined by application of the formula for cost apportionment between East Lyme and the Beach Associations attached hereto as Exhibit "A". As set forth in

Exhibit A, the Beach Associations will pay \$537,852.75 as their share of the value of East Lyme's wastewater conveyance system described in Paragraph 1 hereof, said amount to be paid as follows: On or before the commencement of transmission of wastewater from the Beach Associations to East Lyme, the Beach Associations shall pay to East Lyme a down payment of \$13,446.32, with the remaining balance of \$524,406.43 to be paid over 20 years at two (2%) percent interest to be compounded semi-annually, said payments to be \$15,971.11 and paid on a semiannual basis on a billing schedule to be mutually agreed upon by the parties, all as shown on Exhibit C attached hereto, or another amortization schedule agreed to by the parties.

The parties agree the Beach Associations will have an option to reserve an additional one hundred and eighty thousand (180,000) gallons per day of flow. Said reservation option is intended to provide additional transmission capacity for future needs. The buy-in for additional capacity is to be purchased in increments of 1,000 with a minimum of 25,000 gpd and shall be calculated utilizing the same formula as shown in Exhibit A attached hereto. If and when the additional transmission capacity is purchased, the parties will mutually agree to a revised Exhibit A and payment amortization schedule to reflect said purchased capacity.

8. The Beach Associations shall be responsible for a share of the cost of all future capital projects that occur in the East Lyme wastewater conveyance system described in Paragraph 1 hereof and in the Waterford sewer conveyance system that are charged to East Lyme in accordance with the "Bi-Town Agreement" between East Lyme and Waterford dated August 24, 1988, as amended and extended from time to time. Said share will be based on the respective design flows of East Lyme and the Beach

Associations. This provision shall include all capital costs and capital projects not covered under the annual conveyance fee described in Paragraph 9 hereof, including but not limited to a new Bridebrook Pump Station to be located near the connection point of the respective sewer systems.

9. Additionally, East Lyme shall receive from the Beach Associations a conveyance fee for the maintenance, operation and repair of the sewer transmission system described in Paragraph 1 hereof. Said fee shall be calculated in accordance with the methodology entitled "Conveyance Charge Calculation Through the East Lyme Sewer System"; dated February 2, 2018 and attached hereto as Exhibit "B". Said fee shall be paid to East Lyme twice per year and shall be due and payable sixty days after East Lyme sends to the Beach Associations a statement setting forth said amount.

10. On or before the commencement of the transmission of wastewater from the Beach Associations to East Lyme, the Beach Associations shall designate one Beach Association which shall be solely responsible for communicating with East Lyme concerning all aspects of the operation, maintenance and servicing of the Beach Associations' wastewater conveyance systems, including receipt and payment of all amounts due and payable under this agreement and bills and statements for services rendered. Until further notice, the Old Colony Beach Club Association will be responsible for such activities. By the execution of this Agreement each and all of the Beach Associations hereby acknowledge that they will be jointly and severally liable to the East Lyme Water and Sewer Commission for any and all amounts due and owing pursuant to this Agreement.

11. On reasonable notice and at reasonable times and intervals, all records of East Lyme pertaining to the calculation of reimbursable expenses described in Paragraph 4 hereof, and the calculation of maintenance, operation and repair charges described in Paragraphs 9 and 10 hereof, shall be available for inspection and review by authorized representatives of the Beach Associations.

12. East Lyme has promulgated and maintained rules and regulations consistent with state and federal guidelines with respect to the operation of its wastewater conveyance system described in Paragraph 1 hereof. The Beach Associations shall adopt and enforce the same rules and regulations for the use of the sewer main described in Paragraph 2 hereof. If East Lyme proposes to amend its rules and regulations in a manner which affects the Beach Associations' sewer mains, and if the proposed amendments are more stringent than those required by state and federal laws or guidelines, East Lyme and the Beach Associations shall agree on the necessity and terms of such proposed amendments before they are adopted.

13. The Beach Associations shall be responsible for assuring that the strength and character of the wastewater discharged into the East Lyme sewer system meets the requirements of the East Lyme Sewer Use and Sewage Disposal Ordinance. More particularly, the Beach Associations shall make provisions for odor and corrosion control to assure that the wastewater discharge at the westerly terminus of the East Lyme gravity main has an average hydrogen sulfide concentration of less than 5 ppm (vapor) and a peak concentration of not more than 15 ppm (vapor). The Beach Associations shall provide adequate facilities for treatment, testing and remote monitoring consistent with

East Lyme's standards and practices to assure that the hydrogen sulfide limitations are met.

14. The sewage transmitted from the Beach Associations to East Lyme shall be generated solely from the Beach Associations and no other sources. Any extension of this agreement to additional communities is subject to mutual consent of both parties. The parties agree to not unreasonably deny requests to add additional communities.

15. With the exception of any services that may be provided under Paragraph 5 of this agreement, this agreement shall not pertain to any services provided by East Lyme to the Beach Associations; provided that the parties have previously discussed entering into a Maintenance Contract and will do so on terms mutually agreed upon.. If the Beach Associations desire to contract with East Lyme for such services, that would be the subject of a separate agreement.

16. This Agreement is strictly for wastewater conveyance and transmission through East Lyme, and shall not be construed to diminish or affect East Lyme's treatment capacity at New London's Piacenti Facility.

17. This Agreement shall commence upon completion of the connection between the Beach Associations' wastewater conveyance system sewer main and the East Lyme wastewater conveyance system, and remain in full force and effect until terminated by mutual consent or upon the conclusion of any legal proceedings. The validity and enforceability of the obligations of the parties to this Agreement are premised on the continued existence of the "Tri-Town Agreement" among New London, Waterford and East Lyme, dated January 10, 1991 and the "Bi-Town Agreement" between East

Lyme and Waterford dated August 24, 1988, as they may have been amended and extended from time to time".

18. It is the express intention of the parties that all disputes arising out of or related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the Superior Court for the Judicial District for New London at New London, Connecticut. The Beach Associations and East Lyme each irrevocably consent to the jurisdiction of such court in any such actions or proceeding. The Beach Associations and East Lyme hereby expressly waive any and all rights they may have to trial by jury of any claim, demand, action or cause of action arising out of, resulting from or relating to this Agreement.

19. It is acknowledged that the City of New London and the Towns of Waterford and East Lyme may elect to enter into or establish a regional wastewater system at some time in the future. This agreement shall not be interpreted as requiring or inviting the Beach Associations to participate or join in such a regional wastewater system.

20. Any notices required under this Agreement shall be in writing and delivered by hand or by certified mail as follows:

The Miami Beach Association and
The Miami Beach Association Water Pollution Control Authority
P.O. Box 91
Old Lyme, CT 06371

The Old Lyme Shores Beach Association and
The Old Lyme Shores Beach Association Water Pollution Control Authority
P.O. Box 80
South Lyme, CT 06376

The Old Colony Beach Club Association and
The Old Colony Beach Club Association Water Pollution Control Authority
P.O. Box 10
South Lyme, CT 06376

To East Lyme:

East Lyme First Selectman
East Lyme Town Hall
108 Pennsylvania Avenue
Niantic, CT 06357

And to:

Chair, East Lyme Water and Sewer Commission
East Lyme Town Hall
108 Pennsylvania Avenue
Niantic, CT 06357

21. The provisions of this Agreement shall be amended or modified only by written agreement duly executed by duly authorized representatives of East Lyme and the Beach Associations.

22. This document contains the entire agreement between East Lyme and the Beach Associations in respect to the matters covered by this Agreement. Except as may be expressly provided herein, nothing in this Agreement is intended to confer on any person other than East Lyme and the Beach Associations any rights or remedies under or by reason of this Agreement. This Agreement shall completely and fully supersede all other understandings and Agreements between East Lyme and the Beach Associations with respect to the matters contemplated herein.

23. In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the other provisions shall remain in force and effect.

24. This Agreement and any questions concerning its validity or construction shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Instrument to be signed in duplicate by their duly authorized officers, all of this 24th day of July, 2018.

Signed, sealed and delivered
In the presence of:

TOWN OF EAST LYME
WATER AND SEWER COMMISSION

By: [Signature]
Name: Mark Nickerson
Its: Chairman

Date: 7/24/18

THE OLD COLONY BEACH CLUB ASSOCIATION

By: [Signature]
Name: Douglas Whalen
Its: Chairman

Date: 7-18-18

THE OLD COLONY BEACH CLUB ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: [Signature]
Name: Frank Noe
Its: Chairman

Date: 7/18/18

THE OLD LYME SHORES BEACH ASSOCIATION

By: _____
Name: Matthew Merritt
Its: President

Date: _____

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed in duplicate by their duly authorized officers, all of this 24th day of July, 2018.

Signed, sealed and delivered
In the presence of:

**TOWN OF EAST LYME
WATER AND SEWER COMMISSION**

By: _____
Name: Mark Nickerson
Its: Chairman

Date: _____

THE OLD COLONY BEACH CLUB ASSOCIATION

By: _____
Name: Douglas Whalen
Its: Chairman

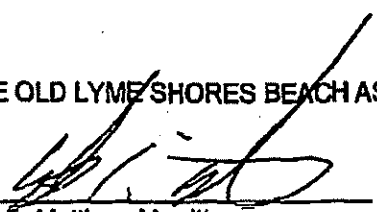
Date: _____

**THE OLD COLONY BEACH CLUB ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY**

By: _____
Name: Frank Noe
Its: Chairman

Date: _____

THE OLD LYME SHORES BEACH ASSOCIATION

By: 
Name: Matthew Merritt
Its: President

Date: 7/1/18

THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: Joseph Halloran
Name: Joseph Halloran
Its: Chairman

Date 7/1/18

THE MIAMI BEACH ASSOCIATION

By: _____
Name: Mark A. Mongillo
Its: President

Date _____

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By: _____
Name: Scott J. Boulanger
Its: Chairman

Date _____

THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY

By: _____
Name: Joseph Halloran
Its: Chairman

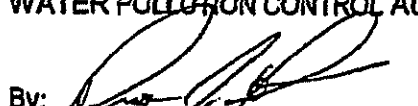
Date _____

THE MIAMI BEACH ASSOCIATION

By: 
Name: Mark A. Mongillo
Its: President

Date _____

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By: 
Name: Scott J. Boulanger
Its: Chairman

Date _____



SA#2010N171MA31 OLSEN Jefferson\olsonj@att.net - EAST_YEAR_BUDJH = 2016YR-B-Judicial

EXHIBIT B

EAST LYME/OLD LYME BEACHES AGREEMENT – 2/2/18

CONVEYANCE CHARGE CALCULATION THROUGH THE EAST LYME SEWER SYSTEM

The Old Lyme Beach Associations (or OLBA) will pay the East Lyme Water & Sewer Commission (or ELW&SC) twice per year for the cost of conveyance thru the East Lyme wastewater conveyance system. For the purposes of this agreement, the Old Lyme Beach Associations (OLBA) refers to Miami Beach, Old Lyme Shores Beach & Old Colony Beach. The OLBA flows would enter the East Lyme sewer system at the manhole east of the Campground on Rt. 156 west of the Rocky Neck Connector and would then proceed thru the main sewer line west to east down Rt. 156 to Waterford. The OLBA flows will go thru the four main pump stations in East Lyme; Bridebrook pump station, Fairhaven pump station (at the intersection of Fairhaven Rd and Rt 156), Pattagansett pump station (behind the Niantic Diner) and the Niantic Pump Station (next to Dad's restaurant). Because those four stations have the most flows going through them in Town, they require the most maintenance and time by our staff.

In determining the calculation of the conveyance fee, the Town of East Lyme will be allocating a percentage of certain line items in their budget to Old Lyme. Those line items are as follows; Maintenance of Pump Station Equipment, Field Salaries/Wages, Field Overtime and Materials and Supplies. Thirty five percent (35%) of the total cost of the each these line items would be divided up into four and allocated to each of the four pump stations. Then the Old Lyme Beaches would pay their percentage of flow through each of the four main pump stations times the allocated amount to that pump station. For example, if the Maintenance of Pump Station line item in that year's Sewer Budget was \$60,000, then 35% of that number is \$21,000. The \$21,000 would be divided by four to give a base line of \$5,250 for each of the four pump stations. Then Old Lyme's flow compared to the flow at each pump station would determine the amount that Old Lyme would pay for that item. So if Old Lyme's flows were as follows; 8.7% of Bridebrook's flows, 4.9% of Fairhaven's flows, 3.5% of Pattagansett's flows and 2.2% of Niantic flows; then those percentages would be multiplied by the \$5,250 to determine Old Lyme's share for that line item.

The above calculation will also use the same percentage of flows as identified above for two budget line items and then multiple by the actual cost. These line items are Maintenance of Wet Wells and utilities. Because East Lyme will know these actual costs for each of the four main pump stations, this number will be easy to determine.

The East Lyme Sewer Department has a line item for Maintenance of System. This line is meant to pay for repairs to the sewer main throughout the entire system. There are 44.7 miles of pipe throughout the EL sewer system but only 3.13 miles of this pipe is the main line in which OL's flows will go thru. The calculation will include that percentage of pipe that the OL flows go

through $(3.13/44.7 = 6.99\%)$ times the percentage to flows between OL and East Lyme to arrive at a component of this line allocated to Old Lyme.

Old Lyme will also pay their percentage of the cost that Waterford will charge East Lyme for conveyance through Waterford. This will be calculated by taking Waterford's conveyance times the percentage of Old Lyme's flows to East Lyme's flows.

By way of illustration, attached is a sample calculation that will show how the conveyance biyearly fee is determined. This sample calculation reflects a conveyance fee of \$25,614.

OLBA shall pay the ELW&SC twice per year based on estimated flows from Old Lyme. In the first billing after the end of each fiscal year (the October billing), the ELW&SC will perform a reconciliation of actual costs compared to actual flows from the previous fiscal year and will then make a one-time correction (either up or down) based on that reconciliation.

SAMPLE CALCULATION

TOWN OF EAST LYME

SEWER DEPARTMENT

Potential Old Lyme Convenyance Costs



EXECUTIVE SUMMARY

when ADF is used it represents average daily flow

ASSUMPTIONS

EL Sewer Dept's total FY 17-18 Budget
OL will pay NL directly for sewer treatment

\$ 2,090,733

Initial OL Flows	In Season	18,000	ADF for	10 wks of in season
	Out of season	15,000	ADF for remainder of year	
	Est Total Yrly Flow	6,495,000		
	Initial OL Design Flow	114,660	Avg Daily Design flow	
	ADF for EL	803,151		
	Total Est EL Flow	293,150,115		
	OL flow compared to EL Flow	2.22%		\$ 46,322

OL flow would go thru 4 EL pump stations		OL %
Bridebrook	205,000 ADF	8.68%
Fairhaven	360,000 ADF	4.94%
Pattagansett	515,000 ADF	3.46%
Niantic	850,000 ADF	2.22%

% of est EL Sewer Labor dedicated to 4 stations 35%

OLD LYME SHARED COSTS FOR CONVEYANCE THRU EAST LYME *

Maint. of Pump St Equip	\$	1,013	
Maint of Wet Wells	\$	1,162	
Maint of System	\$	38	
Utilities	\$	4,439	
Field Salaries/Wages	\$	13,762	
Field OT	\$	3,174	
Materials & Supplies	\$	608	
% of Waterford Convey	\$	1,418	
			\$ 25,614

*these numbers don't include capital costs that OL would be responsible for their share

If Old Lyme were to be a straight customer of East Lyme, annual payment would be
 6,495,000 YF / 1000 * \$ 7.67 / 1000 gal = \$ 49,817
 If Old Lyme paid rate - treatment of East Lyme; annual payment would be
 6,495,000 YF / 1000 * \$ 4.60 / 1000 gal = \$ 29,854
 11/1/16 rate

Point o Woods Flows as EL's Customer

From the 5/16 & 11/16 billings			
Tot Flow	5,880,219	million gallons	In Season 35,000 ADF
Billing	\$ 45,741.97		Out of season 12,000 ADF
			Design Flow 105,000 ADF

shaded numbers are inputted

EXHIBIT C

6/28/2018

Semiannual Payment Amortization Schedule



MyCalculators.com

Amortization Schedule**\$ 524,406.43 Loan with Semiannual Payments****2.0% Interest Rate -Compounded Semi-Annually****40 Semiannual Periods**

<u>Semiannual Period</u>	<u>Payment</u>	<u>Principal Paid</u>	<u>Interest Paid</u>	<u>Remaining Balance</u>
1.	\$ 15,971.11	\$ 10,727.05	\$ 5,244.06	\$ 513,679.38
2.	\$ 15,971.11	\$ 10,834.32	\$ 5,136.79	\$ 502,845.06
3.	\$ 15,971.11	\$ 10,942.66	\$ 5,028.45	\$ 491,902.40
4.	\$ 15,971.11	\$ 11,052.09	\$ 4,919.02	\$ 480,850.31
5.	\$ 15,971.11	\$ 11,162.61	\$ 4,808.50	\$ 469,687.70
6.	\$ 15,971.11	\$ 11,274.23	\$ 4,696.88	\$ 458,413.47
7.	\$ 15,971.11	\$ 11,386.98	\$ 4,584.13	\$ 447,026.49
8.	\$ 15,971.11	\$ 11,500.85	\$ 4,470.26	\$ 435,525.64
9.	\$ 15,971.11	\$ 11,615.85	\$ 4,355.26	\$ 423,909.79
10.	\$ 15,971.11	\$ 11,732.01	\$ 4,239.10	\$ 412,177.78
11.	\$ 15,971.11	\$ 11,849.33	\$ 4,121.78	\$ 400,328.45
12.	\$ 15,971.11	\$ 11,967.83	\$ 4,003.28	\$ 388,360.62
13.	\$ 15,971.11	\$ 12,087.50	\$ 3,883.61	\$ 376,273.12
14.	\$ 15,971.11	\$ 12,208.38	\$ 3,762.73	\$ 364,064.74
15.	\$ 15,971.11	\$ 12,330.46	\$ 3,640.65	\$ 351,734.28
16.	\$ 15,971.11	\$ 12,453.77	\$ 3,517.34	\$ 339,280.51
17.	\$ 15,971.11	\$ 12,578.30	\$ 3,392.81	\$ 326,702.21
18.	\$ 15,971.11	\$ 12,704.09	\$ 3,267.02	\$ 313,998.12
19.	\$ 15,971.11	\$ 12,831.13	\$ 3,139.98	\$ 301,166.99
20.	\$ 15,971.11	\$ 12,959.44	\$ 3,011.67	\$ 288,207.55
21.	\$ 15,971.11	\$ 13,089.03	\$ 2,882.08	\$ 275,118.52
22.	\$ 15,971.11	\$ 13,219.92	\$ 2,751.19	\$ 261,898.60
23.	\$ 15,971.11	\$ 13,352.12	\$ 2,618.99	\$ 248,546.48
24.	\$ 15,971.11	\$ 13,485.65	\$ 2,485.46	\$ 235,060.83
25.	\$ 15,971.11	\$ 13,620.50	\$ 2,350.61	\$ 221,440.33
26.	\$ 15,971.11	\$ 13,756.71	\$ 2,214.40	\$ 207,683.62
27.	\$ 15,971.11	\$ 13,894.27	\$ 2,076.84	\$ 193,789.35
28.	\$ 15,971.11	\$ 14,033.22	\$ 1,937.89	\$ 179,756.13
29.	\$ 15,971.11	\$ 14,173.55	\$ 1,797.56	\$ 165,582.58
30.	\$ 15,971.11	\$ 14,315.28	\$ 1,655.83	\$ 151,267.30
31.	\$ 15,971.11	\$ 14,458.44	\$ 1,512.67	\$ 136,808.86

6/28/2018

Semiannual Payment Amortization Schedule

32.	\$ 15,971.11	\$ 14,603.02	\$ 1,368.09	\$ 122,205.84
33.	\$ 15,971.11	\$ 14,749.05	\$ 1,222.06	\$ 107,456.79
34.	\$ 15,971.11	\$ 14,896.54	\$ 1,074.57	\$ 92,560.25
35.	\$ 15,971.11	\$ 15,045.51	\$ 925.60	\$ 77,514.74
36.	\$ 15,971.11	\$ 15,195.96	\$ 775.15	\$ 62,318.78
37.	\$ 15,971.11	\$ 15,347.92	\$ 623.19	\$ 46,970.86
38.	\$ 15,971.11	\$ 15,501.40	\$ 469.71	\$ 31,469.46
39.	\$ 15,971.11	\$ 15,656.42	\$ 314.69	\$ 15,813.04
40.	\$ 15,971.17	\$ 15,813.04	\$ 158.13	\$ 0
<u>Totals</u>	\$ 638,844.46	\$ 524,406.43	\$ 114,438.03	

www.MyCalculators.com

Ethics Commission

Basic Information

Type Commission
 Status **Enabled**
 Visibility **Public**
 Creating Authority Charter 5.18.1 Ordinance 2.50 RTM appointed

Contact Information

Board Contact Name
 David L. Campo, CCTC
 Board Contact Phone
 860-444-5831
 Email
 dcampo@waterfordct.org
 Website
<https://www.waterfordct.org/ethics-commission>

7

5.18 - ETHICS COMMISSION 5.18.1 There shall be an ethics commission with the powers and duties as provided by town ordinance.

(Amended 12-3-98; adoption effective 12-6-90)

2.50.010 - Preamble and declaration of policy and purpose. A. Public office is a trust conferred by public authority for a public purpose. The trust of the public is essential for government to function effectively. Public policy must be based on honest and fair deliberations and decisions. Policy development must be free from threats, undue influence, and all forms of impropriety, so that the confidence of the public is not eroded. By enacting this code of ethics, the Town of Waterford seeks to maintain and increase the confidence of our citizens in the integrity and fairness of their government. B. The proper operation of town government requires that all public officials and town employees shall be impartial and responsive to the public interest, that public office and employment should not be used for personal gain or advantage, and that public officials and town employees should not place themselves in positions where private interest conflicts with public duty. C. In recognition of these principles and pursuant to Sections 7-148(c)(1)(B) and 7-148h of the Connecticut General Statutes, there is established a code of ethics for all town public officials and employees, whether elected or appointed, paid or unpaid. (R.T.M. 12-7-20 ; Amend. of 2-4-13(1); R.T.M. 6-1-92 (part))

Notes

- Elizabeth Ritter - Chair (Effective 02/01/2022)
- Frances Gheri - Recording Secretary - acn3fn2@sbglobal.net

Board Seats

Position	Appointed By	First Name	Last Name	Email	Calculated Start Date	Calculated End Date	Title	Term Counter	Status
Alternate	Representative Town Meeting	Naomi	Mendelovitz	naomimartadoc@aol.com	2/7/2022	2/5/2024	Alternate	1	Active
Alternate	Representative Town Meeting	Elizabeth	Ritter	betsyritter24@gmail.com	2/1/2021	2/6/2023	Chair	1	Active
Member	Representative Town Meeting				2/7/2022	2/5/2024			Vacant
Member	Representative Town Meeting	Alexa	Massad	amassad1119@gmail.com	2/7/2022	2/5/2024	Member	1	Active
Member	Representative Town Meeting	Adam	Stone	astone@breezeline.net	2/1/2021	2/6/2023	Member	1	Active
Member	Representative Town Meeting	Laurie	Wolfley	laurie.wolfley@uconn.edu	2/7/2022	2/5/2024	Member	2	Active
Member	Representative Town Meeting	Martin	Zeldis	Ztr8n@aol.com	2/1/2021	2/6/2023	Member	1	Active
Position	Appointed By	First Name	Last Name	Email	Calculated Start Date	Calculated End Date	Title	Term Counter	Status

Showing 1 to 7 of 7 entries

WATERFORD DEMOCRATIC TOWN COMMITTEE

182 Niantic River Rd • Waterford, CT • 06385

September 18, 2022

Paul Goldstein
Moderator, RTM
15 Rope Ferry Rd
Waterford, CT 06385

RE: Ethics Commission Appointment

Dear Moderator Goldstein,

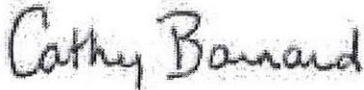
On behalf of the Waterford Democratic Town Committee, I offer this letter of support for the nomination of Jerry Fischer for appointment as a member of the Ethics Commission for the remainder of the 2/7/22 – 2/5/24 term. His contact information is as follows:

Jerry Fischer
14 Westwood Drive
Waterford, CT 06385
jerryfischer49@gmail.com
860-235-6544

Mr. Fischer is a well-respected community leader who the DTC believes would be a deliberative and active member if granted the opportunity to serve. We strongly recommend that the RTM appoint Mr. Fischer to fill the current vacancy on the Ethics Commission.

Thank you for your consideration of this matter.

Sincerely,



Catherine Barnard
Chair, Waterford DTC

cc: Dave Campo, Town Clerk
encl: Fischer bio

RECEIVED FOR RECORD
WATERFORD, CT
2022 SEP 19 AM 8:41
TOWN CLERK

Education

- High School of Music and Art, NYC 1966
- Gap Year in Israel at The Institute for Youth Leaders from Abroad, Jerusalem and Kibbutz Revadim, 1966-67
- City College of NY; B.A, Education and Music, 1970
- Hunter College, CUNY, 1972-75; M.A., Ethnomusicology
- Harvard University, 1975-78; M.A., Music; PhD program in Music and Anthropology

Professional Experience

- Elementary school classroom and Music teacher, PS 128, NYC, 1970-73
- Music and Math teacher, Center for Open Education, Montclair, NJ, 1974
- Teaching Fellow, Humanities Core Curriculum, Harvard University, 1976-78
- Assistant House Master, South House, Harvard University, 1977-78
- Assistant Day Camp Director, Brighton, Brookline, Newton JCC, summers 1976-78
- Assistant Resident Camp Director, JCC of San Francisco, CA, 1978-80
- Assistant Director, JCC of Syracuse, NY, 1980-82
- Investment and Life Insurance Sales, Mass Mutual, Syracuse, NY 1982-84
- Executive Director of the Jewish Federation of Eastern CT, Nov. 1984-June 2019
- Consultant, Jewish Federation of Eastern CT, July 2019 – present
- Documentary Film Producer, Jan. 2000 – present
- Research Collaborator, Just Futures Initiative, Connecticut College, June 2021 – present

Films Produced

- *The Jews of New London, The Italians of New London*, both screened locally
- *Harvesting Stones, The Jewish Farmers of Eastern CT*, broadcast twice on CPTV
- Current project, *Henny and Hannover*, with strong support from CT public and private donors

Boards and Community Involvement

- Eastern CT Symphony Orchestra Board, 1986-90
- Advisory Committee Member, The Frank Loomis Palmer Fund and the Bodenwein Foundation, Bank of America, 2006 – present
- Board of Finance, City of New London, 2008-19 (retired as Chair due to relocation to Waterford)
- Member, Rotary Club of New London; Past President, Chair of the Centennial Pavilion Committee, 1986 – present
- String Bass Player, New London Community Symphony Orchestra, 2020 - present

WATERFORD REPUBLICAN TOWN COMMITTEE
P.O. Box 671
Waterford, CT 06385

Mr. David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

September 20, 2022

Dear Dave,

Please be informed that the Waterford Republican Town Committee endorsed Chris Nalon to serve on the Ethics Commission for the October 3, 2022 to February 5, 2024 term.

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on October 3, 2022 the name of Chris Nalon for a new term on the Ethics Commission.

Attached is Chris' resume.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
RTM, Moderator

Danielle Steward-Gelinas
RTM, Majority Leader

RECEIVED FOR RECORD
WATERFORD, CT
2022 SEP 20 AM 11:32
TOWN CLERK

CHRIS NAILON

5 Leary Drive
Waterford, Connecticut 06385

(860)333-4252
nailons@aol.com

OBJECTIVE:

An active resident of Waterford for nearly 15 years. Currently the Operations Manager at a grocery distribution center. A U.S. Navy veteran of 30 years. He obtained his Master's in Logistics from Trident University International. In the past, he has volunteered with the Boy Scouts of America, Great Neck Elementary School (PTO President), and Waterford Sports and Recreational department. Multi-faceted business manager with analytical, reasoning, and problem-solving skills. Proven track record leading both small and large groups that delivered excellence.

QUALIFICATIONS SUMMARY:

- An energetic team leader, able to communicate effectively with people of all ages and backgrounds to work collaboratively to resolve problems and to motivate team members to achieve prosomal and organizational objectives.
- An informative and persuasive public speaker and presenter, able to enlist support and buy-in from clients and prospects.
- U.S. Navy veteran with 30 years of operational submarine service experience. Certified Lean Six Sigma Champion. Maintains a U.S. Military security clearance.

EMPLOYMENT EXPERIENCE:

Warehouse Operations Manager – C&S Wholesaler Grocer – Windsor, CT 08/2019 - PRESENT

Responsible for the operations of the grocery warehouse. Accountable for achieving overall operating results consistent with individual and company performance goals.

Change Control Specialist – General Dynamic Electric Boat – Groton, CT – 11/2018 – 7/2019

Key responsibilities include establishing and maintaining best practices for reviewing and checking proposals and documentation in supporting proposal submittal and certification.

Hotel Director – American Cruise Lines – Guilford, CT – 4/2018 – 11/2018

Regional responsibility for Hotel Operations on 3 vessels, including but not limited to Passenger satisfaction, quality control, hotel officer development, housekeeping, dining, shore excursions, and home office projects, as assigned.

Food Service Director - Naval Submarine Base - Groton, CT – 5/2013 – 7/2018

Accountable for the installation's food service operation and the Navy's 5th largest ashore dining facility. Leading a Team that is comprised of 75 military and civilian employees. Directs and manages a food service program with an annual budget of over \$1.2M and feeds nearly 400K patrons annually. This facility has earned 4 consecutive regional accreditations and was recently named the Navy's #1 ashore food service operation.

EDUCATION:

- Advanced Program in Logistics and Technology / UNC Kenan-Flagler Business School 3/2013
- Masters of Business Administration (MBA) / Trident University, 2/2012

AWARDS & HONORS:

- 2018 U.S. NAVY – Captain Edward F. NEY Food Service Excellence. Large Ashore category
- 2017 "Outstanding Customer Service effort award" by Federal Executive Association of Connecticut (FEACT)
- 2016 Connecticut Better Business Bureau "Military ALL-STAR"

HOBBIES & INTERESTS: Golfing / Running

Personnel Review Board

Basic Information

Type	Board
Status	Enabled
Visibility	Public
Creating Authority	- Charter 4.5 - Ordinance 2.44

Contact Information

Board Contact Name
 Christine Walters
Board Contact Phone
 860-444-5833
Email
 cwalters@waterfordct.org
Website
<https://www.waterfordct.org/personnel-review-board>

8

A personnel review board is established consisting of five members who shall be appointed by the representative town meeting from electors-at-large (but excluding employees or officials of the town). Personnel review board members shall serve without compensation and shall meet monthly. The personnel review board shall adopt rules of procedure which shall ensure any aggrieved officer or employee a prompt and fair hearing and the decision or recommendation of the board shall be final and binding upon the parties subject to any other provisions as defined by law. Procedures established must include provisions for representation of the department heads, boards, commissions and agencies at any such hearing.

Notes

- Chair - Rikki Wells
- Recording Secretary Frances Ghersi

Board Seats

Position	Appointed By	First Name	Last Name	Email	Calculated Start Date	Calculated End Date	Title	Status
Member	Representative Town Meeting	Talivaldis	Maidelis	talim605@gmail.com	12/1/2021	11/30/2024	Member	Active
Member	Representative Town Meeting	Krum	Chuchev		12/1/2019	11/30/2022	Member	Active
Member	Representative Town Meeting	Cathy	Patterson	claropatterson@gmail.com	12/1/2020	11/30/2023	Member	Active
Member	Representative Town Meeting	David	Peabody	david.peabody@gmail.com	12/1/2020	11/30/2023	Member	Active
Member	Representative Town Meeting	Rikki	Wells	Rikki8243@gmail.com	12/1/2019	11/30/2022	Chair	Active
Position	Appointed By	First Name	Last Name	Email	Calculated Start Date	Calculated End Date	Title	Status

Showing 1 to 5 of 5 entries

WATERFORD DEMOCRATIC TOWN COMMITTEE

182 Niantic River Rd • Waterford, CT • 06385

September 18, 2022

Paul Goldstein
Moderator, RTM
15 Rope Ferry Rd
Waterford, CT 06385

RE: Personnel Review Board Appointment

Dear Moderator Goldstein,

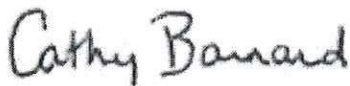
On behalf of the Waterford Democratic Town Committee, I offer this letter of support for the nomination of Kathleen Kohl for appointment to the Personnel Review Board, effective Nov. 1, for the remainder of the 12/01/20 – 11/30/23 term. Brief background information is attached, and her contact information is as follows:

Kathleen Mullen-Kohl
18 Oswegatchie Rd
Waterford, CT 06385
kohlk1975@gmail.com
860-235-8485

The DTC believes that Ms Mullen-Kohl would be a conscientious and engaged participant in the Board's deliberations if granted the opportunity to serve, and we strongly recommend that the RTM appoint her to fill the upcoming vacancy on the Personnel Review Board.

Thank you for your consideration of this matter.

Sincerely,



Catherine Barnard
Chair, Waterford DTC

cc: Dave Campo, Town Clerk
encl: Kohl bio

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WATERFORD, CT
2022 SEP 20 AM 11:32
Cathy Barnard
TOWN CLERK

Kathy Mullen-Kohl

I would like to express my interest in filling the upcoming vacancy on the Personnel Review Board.

In 2019, I had the honor and privilege to be elected to the RTM, representing District 3. That was my first foray into public service and, while the scope of that body's duties and decisions in all areas of town operations was challenging, overall it was an informative and positive experience. If appointed to the Personnel Review Board, I would value the opportunity to serve this great town once again.

Some background information is provided below. Please feel free to contact me with any questions.

Thank you for your consideration.

Respectfully,

Kathy Mullen-Kohl
18 Oswegatchie Rd
860-235-8485

- Waterford resident/homeowner, 32 years
- Member, RTM (District 3) and Finance, Wage & Personnel Committee, 2019-21
- Dental Assistant (RDA)
- Peer Counselor, National Alliance on Mental Illness
- Member, Foundation for Dental Outreach

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

2022 SEP 21 AM 9:12

9

COMMITTEE REPORT

Review of Ordinance Chapter 2.38 – Information Technology Committee (RTC 10/4/21)

LEGISLATION & ADMINISTRATION COMMITTEE

March 15, 2022 Committee Meeting Initial discussion on deleting the IT Committee ordinances, following the hiring of IT staff in October 2021 to manage Town IT purchases, procedures, and planning. Since the logistics on how to codify the reorganization were dependent upon whether a new department was created (conflicting references in correspondence to the RTM), consensus was to reach out to Finance Director and Town Attorney for specifics and details before proceeding.

(D. Campo request for referral available with RTM 10/04/21 minutes at waterfordct.org)

July 13, 2022 Committee Meeting Discussion with Finance Director Kim Allen and Town Attorney Nick Kepple confirming that the reorganization involved transferring IT Committee duties to new staff within Finance and determining the cleanest way to codify the reorganization, following ordinance precedence of delineating Town departments' duties and responsibilities. Consensus was for a two-pronged approach: Replace ordinances within Chapter 2.38 with a footnote explaining the dissolution of the IT Committee and revise the Duties section of Chapter 2.12 – Finance Department ordinances to codify the reorganization and add a footnote explaining the transfer of IT Committee responsibilities.

(Draft #1 revisions for both Chapters available with meeting minutes at waterfordct.org)

Aug. 8, 2022 Public Hearing John W. (Bill) Sheehan submitted written testimony and offered remarks on suggested additional revisions to the Chapter 2.12 ordinances to further specify the IT duties that would be handled by staff within the reorganized Finance department.

(Mr. Sheehan's comments available with the public hearing minutes at waterfordct.org)

Aug. 8, 2022 Committee Meeting Discussion on possible substitute language in Duties section suggested by Mr. Sheehan and Finance Director Allen. With confirmation from Director Allen that many of the duties delineated in the IT Committee ordinances were spelled out in the new IT staff's job descriptions and policies, there was consensus to add some clarifying language to Chapter 2.12, Section 2.12.020(A), to reflect overall goals of the new staff rather than specific day-to-day activities, in keeping with ordinance precedence.

Aug. 15, 2022 Committee Meeting Final review of Chapter 2.38 proposed revisions, with consensus that no further changes were needed. With input from Director Allen and Town Attorney Kepple, consensus on new language in Chapter 2.12 Sec. 2.12.020(A) reflecting new staff's goals of tech functions management. Unanimous committee vote to report out the issue of the Chapter 2.38, Information Technology Committee, ordinance review with a recommendation that the RTM approve the proposed revisions for Chapter 2.38 and the associated proposed changes to Chapter 2.12, Finance Department, in order to have the ordinances reflect the disbandment of the Information Technology Committee and the assumption of its duties by IT-dedicated staff within the reorganized Finance Department.

Submitted by
Susan Driscoll (L&A)

encl: Chapter 2.38 Final Revision-Redline
Chapter 2.38 Final Revision-Clean
Chapter 2.12 Final Revision-Redline
Chapter 2.12 Final Revision-Clean

Chapter 2.38 - INFORMATION TECHNOLOGY COMMITTEE^[1]

Footnote:

— (1) —

Editor's note — An ordinance adopted XXXX XX, 2022, repealed the former Ch. 2.38, §§ 2.38.010 – 2.38.060, and amended Ch. 2.12, §2.12.020(A), to reflect the disbanding of the Information Technology Committee and the assumption of its prescribed duties and functions by staff in the reorganized Finance Department.

~~2.38.010—Establishment and purpose.~~

~~A.—The information technology committee is established to implement Waterford's strategic technology plan as it may be amended through:~~

- ~~1.—Review of all computer hardware and software, including associated networks and applications;~~
- ~~2.—Submission of budgetary requests for appropriations for purchasing computer hardware and software, including associated networks and applications, for the Town of Waterford and with technology recommendations to the Waterford board of education as appropriate.~~

~~B.—The committee shall use the following criteria in reviewing and requesting appropriations for computer hardware and software including associated networks and applications:~~

- ~~1.—Conformance with established town standards;~~
- ~~2.—Compatibility with current Waterford technology;~~
- ~~3.—Usefulness to other town departments;~~
- ~~4.—Overall consistency with Waterford's strategic technology plan as it may be amended.~~

~~(R.T.M. 12-6-99 (part))~~

~~2.38.020—Duties of the information technology committee.~~

~~Duties and responsibilities shall pertain to all Waterford boards, agencies, commissions and departments except that for the board of education such responsibilities will be limited to reviews and recommendations on administrative technology (not classroom equipment and applications) and shall exclude requirements for committee approval of any proposed board of education technology purchases or projects:~~

~~A.—Implementation of the Town of Waterford strategic technology plan;~~

~~B.—Establishment and amendment of computer hardware and software specifications to define software applications, operating systems, networks, and other system components upon which all departments will be standardized;~~

- ~~C. Review and approval of all technology related requests and preparation and submission of appropriation requests for all technology related projects and/or activities for Waterford boards, agencies and commissions;~~
- ~~D. Establishment of policies for appropriate use of computers, the internet, and security;~~
- ~~E. Establishment of personnel training requirements and procedures;~~
- ~~F. Guidance to the committee's technical support personnel and/or authorized vendors in the execution of committee duties and responsibilities;~~
- ~~G. Monitoring of evolving information technology and new applications that may have value to the Town of Waterford and amendment of the Town of Waterford Strategic Technology Plan and associated technological specifications as warranted;~~
- ~~H. Establishment of appropriate procedural documents for submission by departments when requesting technology projects and/or purchases.~~

~~{R.T.M. 12-6-99 (part)}~~

~~2.38.030—Duties of town boards, agencies, commissions and departments.~~

~~Duties and responsibilities shall pertain to all Waterford boards, agencies, commissions, and departments except for the board of education where such responsibilities are advisory only and restricted to administrative use of technology (not classroom equipment and applications) and shall exclude requirements for committee approval of, and submission of budgetary requests for, proposed board of education technology plans or purchases:~~

- ~~A. Conformance to the Town of Waterford Strategic Technology Plan, any amendments to the plan, and all standards and specifications established;~~
- ~~B. Submission to the information technology committee for review and approval of all technology related project and budgetary requests;~~
- ~~C. Submission to the information technology committee of all necessary documentation for inclusion in the committee's appropriation requests.~~

~~{R.T.M. 12-6-99 (part)}~~

~~2.38.040—Membership.~~

- ~~A. The information technology committee shall consist of the following members appointed by their respective boards, agencies or commissions:~~

- ~~1. Board of selectmen (one);~~
- ~~2. Board of finance (one);~~
- ~~3. Board of education (one);~~
- ~~4. Representative town meeting (two).~~

~~B. The information technology committee shall also include the following members or their designees:~~

- ~~1. Assessor;~~
- ~~2. Chief engineer, utilities commission;~~
- ~~3. Communications supervisor;~~
- ~~4. Director of finance;~~
- ~~5. Director of public works;~~
- ~~6. Director of recreation and parks;~~
- ~~7. Library director;~~
- ~~8. Planning director;~~
- ~~9. Police chief;~~
- ~~10. Tax collector;~~
- ~~11. Town clerk;~~
- ~~12. Superintendent of schools;~~
- ~~13. Director of fire services;~~
- ~~14. Other members deemed appropriate by the information technology committee.~~

~~(R.T.M. 12-6-99 (part))~~

~~(Amend. of 6-6-11(5))~~

~~2.38.050 Operating procedures and quorum.~~

~~The information technology committee shall establish internal operating procedures and guidelines including but not limited to committee structure and recordkeeping, quorum for conduct of business, meeting dates and times, etc.~~

~~(R.T.M. 12-6-99 (part))~~

~~2.38.060 – Appeal from committee action.~~

~~Any town board, agency or commission may appeal to the representative town meeting when it is alleged that any decision of the information technology committee has been arbitrary, inconsistent or otherwise against the best interests of the Town of Waterford. The appeal shall be filed with the town clerk and considered at the next regularly scheduled meeting of the representative town meeting, or sooner if so determined by the moderator. Both the committee and the board, agency or commission shall be given an opportunity to be heard, and the majority decision of the representative town meeting to uphold or reject the appeal shall be final.~~

~~(R.T.M. 12-6-99 (part))~~

(R.T.M. XX-XX-22)

Chapter 2.38 - INFORMATION TECHNOLOGY COMMITTEE^[1]

Footnote:

— (1) —

Editor's note — An ordinance adopted XXXX XX, 2022, repealed the former Ch. 2.38, §§ 2.38.010 – 2.38.060, and amended Ch. 2.12, §2.12.020(A), to reflect the disbanding of the Information Technology Committee and the assumption of its prescribed duties and functions by staff in the reorganized Finance Department.

(R.T.M. XX-XX-22)

Chapter 2.12 - FINANCE DEPARTMENT^[1]

Footnote:

— (1) —

Editor's note — An ordinance adopted XXXX XX, 2022, repealed the former Ch. 2.38, §§ 2.38.010 – 2.38.060, and amended Ch. 2.12, §2.12.020(A), to reflect the disbanding of the Information Technology Committee and the assumption of its prescribed duties and functions by staff in the reorganized Finance Department.

2.12.010 - Created.

In accordance with Sections 5.15, 5.15.1 and 5.15.2 of the charter of the town, there shall be a department of finance which shall be managed by a director of finance appointed by the board of selectmen.

(Prior code § 2-160)

2.12.020 - Duties.

- A. The department of finance shall manage the centralized financial and information technology functions of the town. Duties of the department shall include the processing and recording of financial transactions (payroll, receipts, disbursements, accounting, records maintenance); managing the technology functions of the town to ensure standardization, security, and functionality; and such other administrative duties as may be assigned by the first selectman.
- B. The director of finance shall perform his/her duties in accordance with the job description and as approved by the board of selectmen and under the administrative supervision of the first selectman. The director of finance shall provide financial management advice and recommendations to the policymaking bodies of the town. He/she shall provide budget preparation assistance to all departments. He/she shall provide all services requested by the town treasurer whose authority and responsibilities are defined in Section 7-80 of the Connecticut General Statutes Annotated. He/she shall serve as clerk and treasurer to the retirement commission of the town and provide such services as are required by that commission.

(Prior code § 2-161)

(R.T.M. XX-XX-22 (part))

Chapter 2.12 - FINANCE DEPARTMENT^[1]

Footnote:

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(Prior code § 2-161)

(R.T.M. XX-XX-22 (part))

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(Prior code § 2-161)

(R.T.M. XX-XX-22 (part))



COMMITTEE REPORT

Review of Ordinance Chptr 2.42 – Route 11 Greenway Authority Commission (RTC 4/4/22)

LEGISLATION & ADMINISTRATION COMMITTEE

July 13, 2022 Committee Meeting Discussion of request to delete Chptr 2.42, since the ordinances were rendered obsolete by the 2017 RTM vote for the Town to withdraw from the Commission. Agreement to delete the text of the Chapter, but provide—for transparency and documentation—a footnote explaining Town's withdrawal and/or termination of the Commission under PA 00-148. Final wording to be contingent upon results of Town Attorney Kepple's research on other member towns' withdrawals and State dissolution of the Commission, if any, after ending Rte 11 extension plan. *(request for referral and Draft #1 revisions available with meeting minutes at waterfordct.org)*

Aug. 8, 2022 Public Hearing No public comments on the issue or proposed ordinance revisions.

Aug. 8, 2022 Committee Meeting Attorney Kepple confirmed that only three of the member towns had withdrawn and that the State had taken no action to dissolve the Commission (the only two options available under state statute)—but, practically speaking, the Commission no longer exists. Committee agreed to rephrase the explanatory footnote to reflect only the RTM's withdrawal action. Unanimous decision to report the issue out with a recommendation that the RTM approve the proposed final revisions that would remove the no-longer applicable ordinances, but improve transparency by codifying the Town's 2017 decision to withdraw from the Route 11 Greenway Authority Commission.

Submitted by
Susan Driscoll (L&A)

encl: Chptr 2.42 Final Revision-Redline
Chptr2.42 Final Revision-Clean

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WATERFORD, CT
2022 SEP 21 AM 9:05
TOWN CLERK

Chapter 2.42 - ROUTE 11 GREENWAY AUTHORITY COMMISSION^[1]

Footnote:

— (1) —

Editor's note — An ordinance adopted XXXX XX, 2022, repealed the former Ch. 2.42, §§ 2.42.020 – 2.42.070, to reflect Waterford's withdrawal from the Route 11 Greenway Authority Commission under Public Act 00-148 §40(D), pursuant to the June 5, 2017, RTM Resolution..

~~2.42.020—Establishment.~~

~~Pursuant to Public Act 00-148 the Town of Waterford establishes a Route 11 Greenway authority commission. This chapter shall take effect at such time as the towns of East Lyme, Salem and Montville shall have adopted the ordinance required by said Act.~~

~~(R.T.M. 10-2-00 (part)).~~

~~2.42.020—Membership.~~

~~Membership of the commission shall consist of the commissioner of environmental protection, or said commissioner's designee, the commissioner of transportation, or said commissioner's designee, a member and alternate member from each of the towns of East Lyme, Montville, Salem and Waterford, appointed by the first selectman of each of said towns, and a member and alternate member of the Southeastern Connecticut Council of Governments appointed by said agency. Any vacancy on the commission shall be filled in the same manner as the original appointment for the balance of the unexpired term. No appointed member shall receive any compensation for service on said commission.~~

~~(R.T.M. 10-2-00 (part)).~~

~~2.42.030—Membership—Term.~~

~~Each member shall serve for a term of two years, from the date when the last of the four towns has adopted such ordinance, and until such member's successor is appointed and has qualified.~~

~~(R.T.M. 10-2-00 (part)).~~

~~2.42.040—Alternate members~~

~~The alternate member shall be empowered to vote on said commission in the absence of the member for whom such person is an alternate.~~

~~(R.T.M. 10-2-00 (part)).~~

~~2.42.050—Duties—Responsibilities.~~

~~The commissioner of environmental protection and the commissioner of transportation, not later than sixty days after the effective date of this act, shall call a meeting of said commission which shall, within ninety days thereafter:~~

- ~~1. Hold public hearings for the purpose of developing standards for:~~
 - ~~a. Defining the initial boundaries of the Route 11 Greenway,~~

- ~~b. Planning the design, construction, maintenance and management of the Route 11 Greenway trail system and intermodal transportation access system;~~
 - ~~c. Identifying and prioritizing lands that should be added to the Route 11 Greenway;~~
 - ~~d. recommending land use within the Route 11 Greenway, and~~
 - ~~e. Acquiring land and securing conservation easements for the Route 11 Greenway, except that nothing in Public Act 00-148 shall be construed to prohibit the acquisition of land within the Route 11 Greenway by the Town of Waterford; and~~
- ~~2. Establish by laws by which the commission shall:~~
- ~~a. Conduct its meetings, including a provision specifying that no action by the commission shall be effective except by the concurring vote of at least four members;~~
 - ~~b. Protect and preserve the lands under its custody;~~
 - ~~c. Supervise staff;~~
 - ~~d. Maintain its records, and~~
 - ~~e. Report to the General Assembly, on or before February 15th, annually, on its activities of the previous year and its finances.~~

~~(R.T.M. 10-2-00 (part)).~~

~~2.42.060 Authority.~~

~~The commission may:~~

- ~~1. Acquire or convey by purchase, gift, lease, devise, exchange or otherwise, any land or interest therein including, but no limited to, conservation easements, located wholly or partly in the conservation zone, provided such acquisition does not utilize funds furnished by the state;~~
- ~~2. Transfer, with the approval of the commissioner of transportation, any land or interest therein to the state with or without consideration, provided any funds received therefor shall not be deemed funds furnished by the state for the purpose of this section, and~~
- ~~3. Contribute or transfer funds to, and enter into agreements with, land trusts or other organizations, to carry out the purposes of this act.~~

~~(R.T.M. 10-2-00 (part)).~~

~~2.42.070 Termination.~~

~~The existence of the commission shall terminate at such time as all of its member towns have withdrawn or it is abolished by the General Assembly.~~

~~(R.T.M. 10-2-00 (part)).~~

(R.T.M. XX-XX-22)

Chapter 2.42 - ROUTE 11 GREENWAY AUTHORITY COMMISSION^[1]

Footnote:

— (1) —

Editor's note — An ordinance adopted XXXX XX, 2022, repealed the former Ch. 2.42, §§ 2.42.020 – 2.42.070, to reflect Waterford's withdrawal from the Route 11 Greenway Authority Commission under Public Act 00-148 §40(D), pursuant to the June 5, 2017, RTM Resolution..

(R.T.M. XX-XX-22)

11,12

BACKUP TO BE PROVIDED SEPERATELY BY HUMAN RESOURCES