

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

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

Appendix A

Capital Accounts

06/03/2022 11:03
nsoto

Town of Waterford, CT
G/L ACCOUNT DETAIL

1
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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	-6,913.00	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 **

06/03/2022 11:00
nsoto

Town of Waterford, CT
G/L ACCOUNT DETAIL

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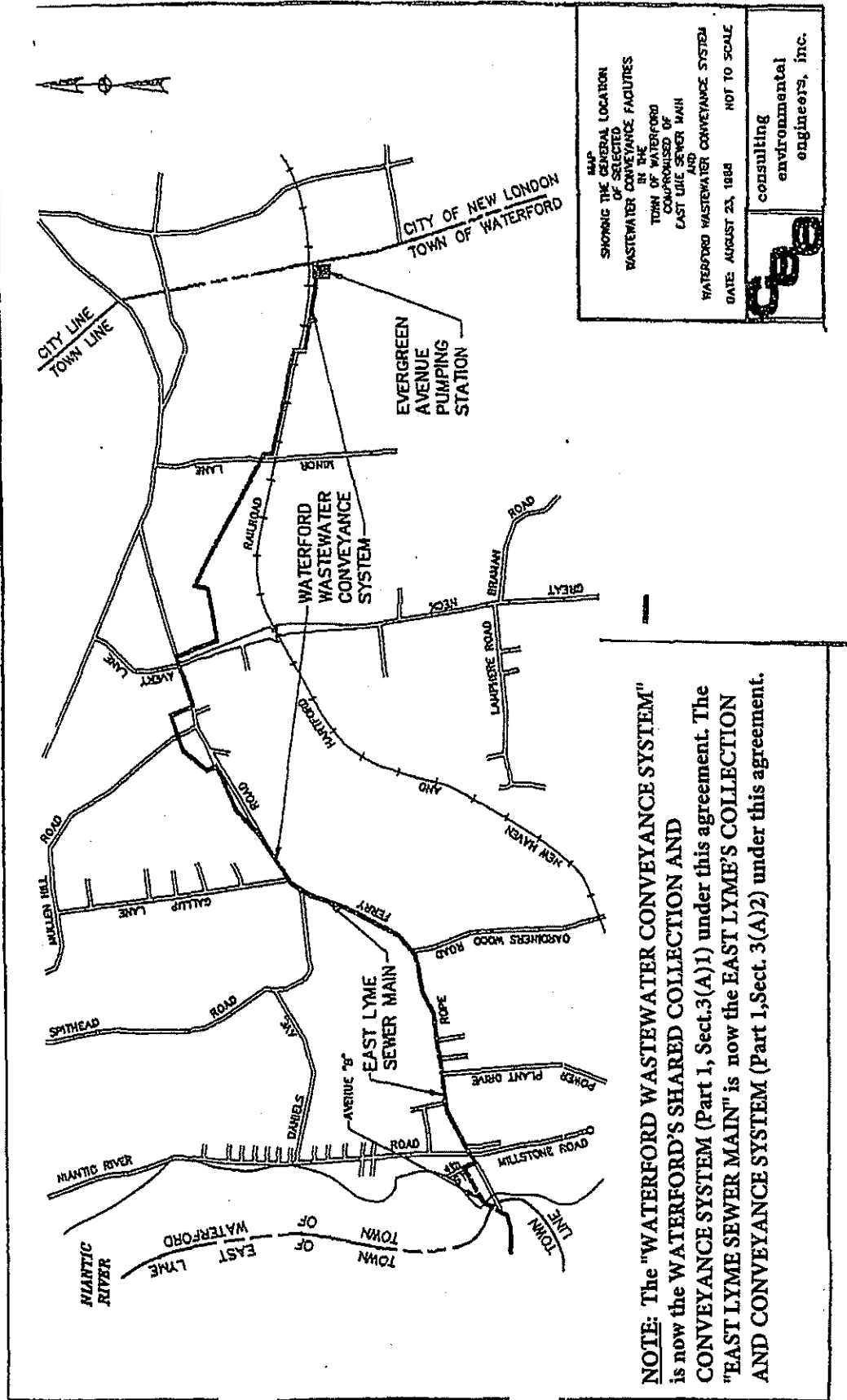
Org: 601 Object: 21073
EL CAPITAL ACCOUNT GRAVIT 601 -000-00-00-000-21073

YEAR	PER	JOURNAL	EFF	DATE	SRC	TR	PO/REF2	REFERENCE	AMOUNT	POSTED
2022	09	223		03/25/2022	GCR	1		032522	-5,936.50	Y
2022	01	244		07/16/2021	GCR	1		071621	-5,936.50	Y
2022	00	2		07/01/2021	SOY	1		SOY BAL	-43,431.55	Y

Total Amount: -55,304.55

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

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



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 22nd 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 reserves 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: _____ Date: _____
Name: Paul Yellen
Its: President

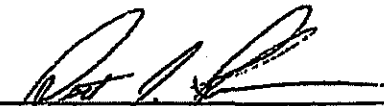
**THE OLD LYME SHORES BEACH ASSOCIATION WATER
POLLUTION CONTROL AUTHORITY**

By: _____ Date: _____
Name: Joseph Halloran
Its: Chairman

THE MIAMI BEACH ASSOCIATION

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

**THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY**

By:  _____ Date: 4/9/18
Name: Scott J. Boulanger
Its: Chairman

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
POLUTION 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

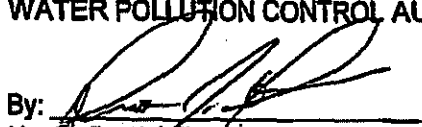
Date _____

THE MIAMI BEACH ASSOCIATION

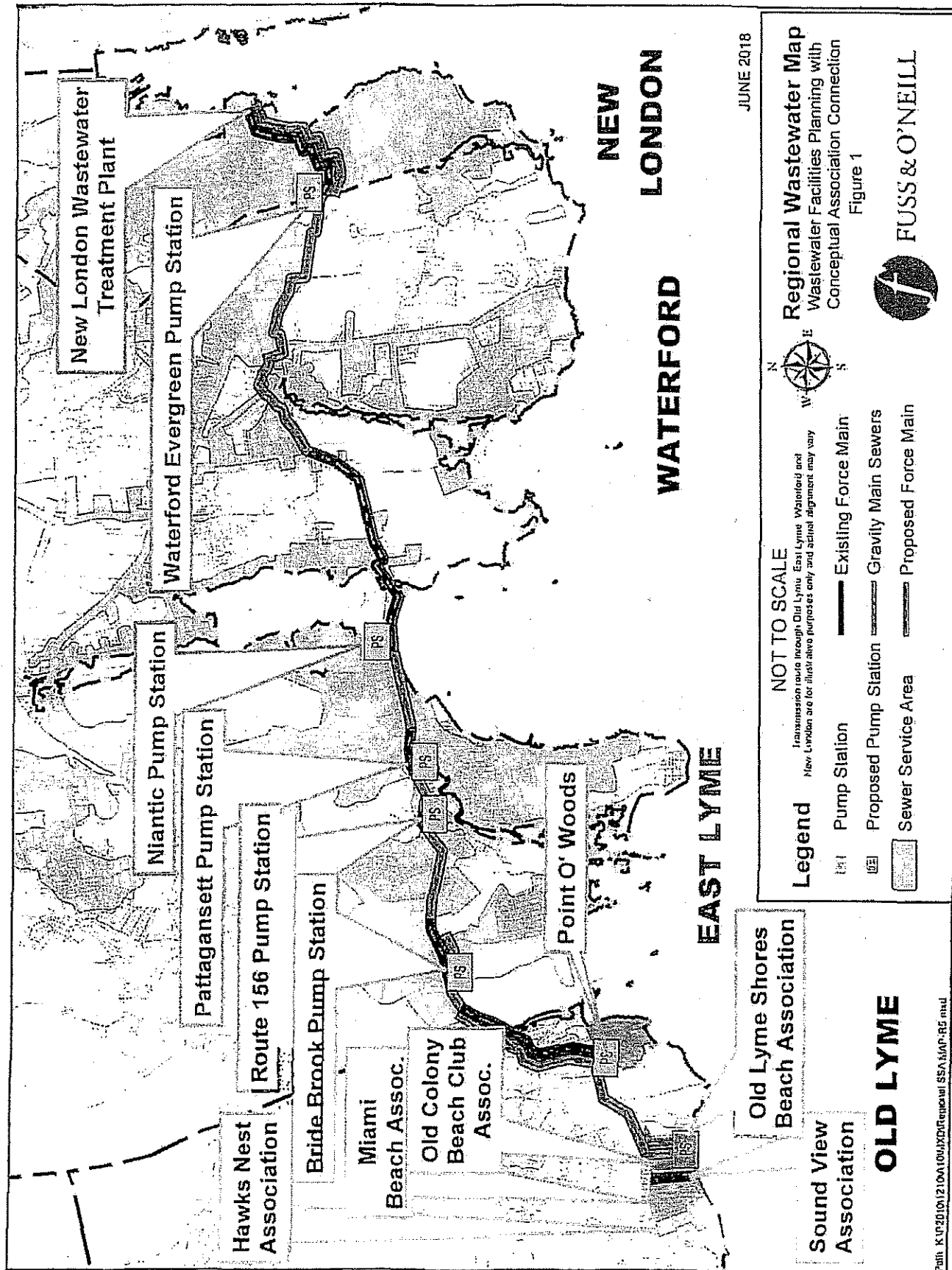
By: 
Name: Mark A. Mongillo
Its: President

Date _____

THE MIAMI BEACH ASSOCIATION
WATER POLLUTION CONTROL AUTHORITY

By: 
Name: Scott J. Boulanger
Its: Chairman

Date _____



[illegible]

1978

[illegible]

Assumes SLAM Project w/25% CRR; grant will be added in due course.

Contingency for future life in Sonowale and Hawale West clusters - Town of Old Lyme controlled by MacAulay ASA	180,000
Total projected flows include future contingency amounts	254,400
Estimated Protected Flow	200,000
Excess	54,400

Contingency for future life in Sonowale and Hawale West clusters - Town of Old Lyme controlled by MacAulay ASA	180,000
Total projected flows include future contingency amounts	254,400
Estimated Protected Flow	200,000
Excess	54,400

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

\$ 2,090,733

OL will pay NL directly for sewer treatment

Initial OL Flows

In Season 38,000 ADF for 10 wks of in season
Out of season 13,000 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

8/28/2018

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

8/28/2018

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	
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www.MyCalculators.com