FIFTEEN ROPE FERRY ROAD WATERFORD, CT 06385

TO: Mr. Robert J. Brule - First Selectman
FROM: Jill N Stevens – Director of Utilities
DATE: December 19, 2025

RE: Utility Commission – Capital Improvements Plan FY 27-31

Dear First Selectman Brule,

In summary, the major funding requests for FY 27 from CYC and Transfers to CNR are as follows:

- Water Distribution System Emergency Capital Reserve

  Under the current Waterford / New London Interlocal Water Agreement (W/NLIWA), all users of the municipal water system in Waterford are direct customers of the City of New London Department of Public Utilities, which operates and maintains the water distribution system on behalf of the Town. Consequently, the Utility Commission does not receive user-based revenue to fund emergency repairs that meet the definition of "Material" costs under the W/NLIWA.

  Pursuant to the W/NLIWA, "Material," as applied to the cost or expense of a particular repair or maintenance activity, is defined as costs greater than or equal to $5,000, adjusted cumulatively by the Escalation Index as of April 1 preceding the adjustment date. The agreement further specifies that (i) the installation of more than three contiguous standard lengths of pipe is deemed Material regardless of cost, and (ii) the first $10,000 spent on Material costs or expenses is deemed not Material, with that amount also subject to escalation.

  Using the ENR Construction Cost Index as prescribed by the W/NLIWA, the current Escalation Index is 3.13. This results in an adjusted Material cost threshold of $15,658, with the first $31,300 of Material costs deemed not Material. Under the W/NLIWA, any repair with costs exceeding these thresholds is required to be treated and funded as a Capital Improvement.

  Waterford embarked on installing its water distribution system in the 1960's, prior to the installation of our wastewater system. Construction costs have increased significantly over time; for example, a 20-foot length of 10-inch ductile iron pipe that cost approximately $150 in 1960 now costs approximately $975–$1,000. Given the age of the system and escalating material and labor costs, it is reasonable to expect that emergency repairs will more frequently meet the definition of Material costs.

  This request establishes a dedicated capital reserve for emergency repairs to the water distribution system that qualify as Material costs. The reserve mitigates financial risk associated with unpredictable infrastructure failures and reduces reliance on emergency appropriations or disruption of other approved capital projects. Water distribution system failures are inherently unpredictable and often require immediate response to protect public health, maintain service continuity, and limit secondary damage. Having a designated reserve ensures that capital funding is immediately available when such events occur.

  $200,000/Yr from Transfers to Capital & Nonrecurring (CNR)

- Tri-Town Wastewater Agreement Capital Account Replenishment
  Pursuant to the New London / Waterford / East Lyme Wastewater Collection, Conveyance and Treatment Agreement executed on October 15, 2021 (Tri-Town Wastewater Agreement), the Town of Waterford is contractually required to maintain a minimum balance of $1,000,000 in a capital account held by the City of New London for capital improvements at the Piacenti Facility. The agreement further requires that the minimum balance increase annually by a 2 percent escalation factor.
  As of September 2025, the balance in this capital account is $652,690.82. Applying the required escalation, the current minimum required balance is $1,104,081, which will increase to $1,126,162 at the start of FY27.
  This capital improvement request seeks to replenish the capital account to the minimum balance required under the Tri-Town Wastewater Agreement.
  $500,000/Yr from Current Year Capital (CYC)

- Cross-Country Sewer Mains Access Project.
  Sewer mains collect wastewater from our Town's parcels and convey this wastewater to downstream pumping stations via a vast network of piping and pumping stations to a point terminating at the Main pumping station, which then conveys the wastewater to the regional treatment facility in New London. Of the Town's 150 miles of sewer piping, approximately 15.6 miles lie within cross-country easement areas, which are outside of roadways. Many of these sewer mains traverse through heavily wooded cross-country easement areas, which are becoming more challenging to access. Accessibility is crucial in order to conduct a full assessment evaluation and to provide timely access to conduct immediate or corrective repairs to the sewer main or structures. The goal of this project is to recreate the original easement access area or create alternate access points.
  Contract #1 was the Town's very first sewer construction project, which began in 1970. This project entailed the installation of approximately 13,000 linier feet of sewer main. A Special Appropriation in the amount of $250,000 for engineering services was appropriated for the Contract #1 Sewer Main Access project in 2023. Survey work to identify the Contract #1 easement area, manholes, intersecting property lines, and other utilities within the easement area commenced in October of 2023 and was completed in the spring of 2024. Final design package acceptance for contractor bid solicitation and construction for Phase One of the restoration project was granted by the Utility Commission at the November 2024 meeting. Bids were solicited in August of 2025 and the contract was awarded to Advance Resources, LLC in October of 2025 in the amount of $155,450; construction on Phase One began on December 10, 2025 and is anticipated to take 5 months.
  Phase one encompasses the southern section of the interceptor beginning at the intersection of Great Neck Road and Rope Ferry Road to the end of the interceptor at Evergreen Avenue Pump Station. Phase two which encompasses the northern section of the interceptor from Boston Post Road to Great Neck Road requires the acquisition of additional easements to gain access to the interceptor during restoration and for the Utility Commission staff in the future. Splitting the project into two Phases allows restoration work to begin while easements are procured, so that once Phase one is complete easements will be in place and Phase two can begin shortly thereafter.
  Many of the Town's easement area will require surveys to delineate boundaries, identify wetland soils and engineering services to design access travel surfaces based upon the survey findings. It has been the intent of the Utility Commission to establish a multi-year request necessary to fund the survey, engineering and reconstruction of each of the Town's cross-country sewer main easement areas.
  $200,000/Yr from Current Year Capital (CYC)

- Plastic Water Service Replacement Program
  There are approximately 7900 water services in Town, many of which are plastic and have exceeded their useful life resulting in unaccounted for water loss and degradation to the Town roads. The goal of this program is to replace the aging plastic water services with copper line prior to DPW paving the roads.
  To date through a cooperative WUC/DPW effort, we have replaced 247 water service lines, totaling 5,579 linear feet. In FY27 the DPW has identified several roads scheduled to be repaved, within these roads lie approximately 258 water services, of those approximately 132 may need to be replaced. Service line replacement costs are on average $4100 each depending upon the service line length and location.
  It is our intent to continue to replace these water services prior to DPW paving the roads in doing so we are requesting a multi-year funding schedule and program for the replacement of plastic water services. This will be in conjunction with the DPW roads improvement program.
  $200,000/Yr from Transfers to Capital & Nonrecurring (CNR)

- Route 85 Wastewater Pumping Station Power Conversion.
  Since the Rt 85 wastewater pumping station was constructed, the station's electric power and stand by power has been provided by the Crystal Mall, which has recently been purchased by Electric Boat. It is the intent of the Commission to be responsible for the commercial and standby power to this pumping station in order to assure reliable service from the electrical components and proper maintenance of the emergency standby power source. To achieve this we will have to install our own emergency generator and commercial power service components. An evaluation was conducted in 2007, which identified two alternatives ranging in costs from $432K to $602K. Utilizing the Engineering News Record's Construction Costs Index inflation factor of 1.75 from 11/2007 to 12/2025, a representative value range is $756,000 to $1,053,500
  $526,750/Yr from Transfers to Capital & Nonrecurring (CNR)

- Water Tank Management Programs
  In FY26 the Town enrolled the Fargo Road Water Tank in a Water Tank Management Program to protect its significant investment in our water distribution infrastructure. The Town of Waterford owns three water storage tanks, the 750,000 gallon Fargo Tank, the 300,000 gallon Vauxhall tank and the 1.25 Million gallon Rogers Hill tank. In 2024 the Fargo Road Tank refurbishment project was completed; prior to this renovation, the Fargo Road water tank had its original coat of paint, which had far exceeded its useful life expectancy by approximately 10 years. This work was necessary to preserve the Town's significant investment in its infrastructure and to extend the life of its asset; if routine maintenance of infrastructure is ignored, it turns into an emergency capital investment and typically costs three times that of routine maintenance. If this tank had not undergone the recent rehabilitation, the structural integrity of the tank would have eventually failed, requiring that the tank be replaced at a significant cost to the Town.
  Many municipalities do not realize the financial investment they have in their water storage tanks. These key municipal water distribution system components often receive the least attention and yet, they can potentially experience serious issues without proper tank management. Contamination from animals or debris, corrosion and other issues can trigger customer complaints, municipal regulatory compliance violations and costly water distribution service disruptions. A Water Tank Management Program for these valuable assets preserves the significant investment the Town has made in water storage tanks by guaranteeing routine inspections and maintenance of the water storage tanks does not fall behind, thus improving the reliability of the system. A sustainable water

tank management solution also makes budgeting easier as initial repair costs can be spread out over a few years if necessary and all future interior and exterior renovation costs are included.
Our request is to continue a funding schedule that enrolls the three water storage tanks in a Tank Management program progressively; this began in FY26 with the Fargo Road Tank, the Annual Maintenance Plan (MP) costs for FY27 are $45,671 and are requested under our Department Priority 1 CIP Project request.
The next tank to join the Water Tank Management Program would be the Vauxhall Tank which requires Upfront Renovation (UR) costs, this tank's renovation costs have been requested under a separate CIP Project with a Department Priority of 6. The UR costs are proposed to be spread out over the next three fiscal years and include the MP costs, the renovation of the tank would be completed if funds are approved in FY27.
The final tank to join the Water Tank Management Program would be the Rogers Hill Tank which requires UR work as well, again these costs have been requested under a separate CIP Project with a Department Priority of 9, with the UR costs spread over three fiscal years beginning in FY29.

Fargo Tank Annual Maintenance Plan $45,671 in FY27 & Vauxhall Street Water Tank Renovation (UR & MP) $290,847 in FY27 from Current Year Capital (CYC)

Respectfully Submitted,

Jill N Stevens

Director of Utilities
Cc. Utility Commission
Kimberly Allen – Finance Director

TOWN OF WATERFORD
CAPITAL IMPROVEMENT PLAN
PROJECT CONSOLIDATION FORM FY 2027-2031

	DEPARTMENT/ AGENCY:							
DEPT PRIORITY	PROJECT NAME	FUNDING SOURCE	FISCAL YEAR 2026-2027	FISCAL YEAR 2027-2028	FISCAL YEAR 2028-2029	FISCAL YEAR 2029-2030	FISCAL YEAR 2030-2031	TOTAL
1	Fargo Water Tank Management Program	1	45,671	47,954	50,352	52,870	55,513	**252,360.00**
2	Interlocal Wastewater Agreement Capital Acct	1	500,000	500,000	500,000	500,000	500,000	**2,500,000.00**
3	Water Distribution System Emergency Capital Reserve	3	200,000	200,000	200,000	200,000	200,000	**1,000,000.00**
4	Plastic Water Services Replacement	3	200,000	200,000	200,000	200,000	200,000	**1,000,000.00**
5	Cross Country Sewer Main Access	1	200,000	200,000	200,000	200,000	200,000	**1,000,000.00**
6	Vauxhall Street Water Tank Rehab & Management	1	290,847	290,847	290,847	29,806	30,892	**933,239.00**
7	Rt 85 Wastewater Pump Station Power	3	526,750	526,750				**1,053,500.00**
8	Pleasure Beach Water Main Replacement	3		706,800	706,800	706,800	706,800	**2,827,200.00**
9	Rogers Hill Water Tank Rehab & Management	3			358,662	358,662	358,662	**1,075,986.00**
								-
								-
								-
	TOTALS		**1,963,268**	**2,672,351**	**2,506,661**	**2,248,138**	**2,251,867**	**11,642,285.00**

INDEX TO FUNDING SOURCES,

1 CURRENT YEAR CAPITAL IMPROVEMENTS
2 UTILITY BUDGET/SEWER CAPITAL MAINTENANCE FUND
3 TRANSFER TO CAPITAL & NONRECURRING.
4 SHORT AND LONG TERM DEBT FINANCING
5 LoCIP
6 CNR UNDESIGNATED FUND BALANCE
7 FEDERAL/STATE GRANTS
8 OTHER FUNDING

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Fargo Water Tank Management Program

DEPARTMENT PRIORITY
1

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

The Water Tank Management Program for the Fargo Water Tank preserves the significant investment the Town has made in this water storage tank by guaranteeing routine inspections and maintenance of the water storage tank does not fall behind, thus improving the reliability of the system. A sustainable water tank management solution also makes capital budgeting easier as all future interior and exterior renovation costs are included in the plan. This request is to continue funding the program that the Fargo Water Tank was enrolled in beginning in FY26

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

None, the operational costs are borne by the City of New London through the current Inter-local agreement.

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See attached tank management program contract

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital	46,222	45,671	47,954	50,352	52,870	55,513
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR						
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**46,222**	**45,671**	**47,954**	**50,352**	**52,870**	**55,513**

USG WATER SOLUTIONS

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner:	**Town of Waterford** **Waterford, Connecticut**
Tank Size/Name:	**750,000 Gallon Pedisphere – Fargo Road Tank**
Location:	**45R Fargo Road**
Date Prepared:	**October 23, 2025**

535 Gen Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855.526.4413 | Fax: 478.987.2991

WATER TANK MAINTENANCE CONTRACT

This Water Tank Maintenance Contract (hereinafter, "the Contract") is entered into by and between the **Town of Waterford, whose business address is 15 Rope Ferry Road, Waterford, Connecticut 06385** (hereinafter, "the Owner") and Utility Service Co., Inc., whose business address is 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 (hereinafter, "the Company"). The Owner and the Company shall be individually referred to herein as "a Party" or collectively referred to herein as "the Parties".

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the Parties agree as follows:

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **750,000** gallon water storage tank located at **45R Fargo Road, Waterford, Connecticut 06385** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

a. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
b. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service. Rotate the washout inspections with ROV inspections.
c. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
d. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Connecticut** and the American

Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.

e. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

f. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

g. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

h. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

i. The Company will pressure wash the exterior once between exterior coating cycles.

2. **Contract Price/Annual Fees.** For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The Annual Fee for Contract **Year 1** shall be **$43,496.00** Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. **Payment Terms and Late Charges.**

a. The Annual Fee for Contract **Year 1**, plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the Contract.**

b. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.**

c. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company will charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this Contract without notice. Any late fee will be 1.5% per month.

4. **Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

5. **Structure of Tank, Tank Site Conditions, and Modifications.**

a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.

b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***

c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

6. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

7. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

8. Force Majeure. If the Company is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason of act of God or force majeure such as: (i) fire, (ii) war, (iii) earthquake, (iv) strike, (v) lock-out, (vi) labor dispute, (vii) flood, (viii) public disaster, (ix) pandemic or epidemic event (including COVID-19), (x) interruptions or delays in reasonably available means of transportation, (xi) acts of any government or its agencies or officers, or any order, regulation, or ruling thereof, to include tariffs, (xii) equipment or technical malfunctions or failures, (xiii) power failures or interruptions, (xiv) supply chain disruptions, or (xv) any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition exists.

9. Termination.

a. **This Contract is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as the Owner:**
   i. pays each Annual Fee to the Company in accordance with the terms herein, and
   ii. does not terminate the Contract pursuant to the terms of this Section.

b. This Contract is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this Contract shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

10. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

11. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF AND TO THE EXTENT OF ANY NEGLIGENT ACT OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES.

12. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its banking institution as collateral for any loans or lines of credit.

13. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made, except in a writing signed by the Parties. No failure or delay on the part of any Party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The Parties expressly warrant that the individuals who sign below are authorized to bind them.

14. Visual Inspection Disclaimer. This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

15. Excessive Inflation. In the event that the aggregate of the Annual Inflation Rates (defined herein below) established for two (2) consecutive calendar years during the term of this Contract exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of the Contract to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI")*. In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a Contract is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the Contract to address the excessive inflation.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

17. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings, and agreements relating to the subject matter hereof, whether oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract is executed and effective as of the date ("the Effective Date") that the last Party signs this Contract below.

OWNER:

Town of Waterford

By: Kimberly Allen

Title: Director of Finance

Print Name: Kimberly Allen

Date: October 27, 2025

Witness:

Seal:

COMPANY:

Utility Service Co., Inc.

By: Brad Winkeler

Title: National Director of Operations

Print Name: Bradley Winkeler

Date: October 27, 2025

Witness: Lara A. Townsend

Seal: UTILITY SERVICE CO., INC. CORPORATE SEAL GEORGIA 2001

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Tri-Town Wastewater Agreement Capital Acct Replenishment

DEPARTMENT PRIORITY
2

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

Pursuant to the New London / Waterford / East Lyme Wastewater Collection, Conveyance and Treatment Agreement executed on October 15, 2021 (Tri-Town Wastewater Agreement), the Town of Waterford is contractually required to maintain a minimum balance of $1,000,000 in a capital account held by the City of New London for capital improvements at the Piacenti Facility. The agreement further requires that the minimum balance increase annually by a 2 percent escalation factor. As of September 2025, the balance in this capital account is $652,690.82. Applying the required escalation, the current minimum required balance is $1,104,081, which will increase to $1,126,162 at the start of FY27. This capital improvement request seeks to replenish the capital account to the minimum balance required under the Tri-Town Wastewater Agreement.

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See attached copy of the New London / Waterford / East Lyme Wastewater Collection, Conveyance and Treatment Agreement and capital account balance provided by the City of New London, and required balances by year

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital		500,000	500,000	500,000	500,000	500,000
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR						
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**0**	**500,000**	**500,000**	**500,000**	**500,000**	**500,000**

THE

NEW LONDON / WATERFORD / EAST LYME

WASTEWATER COLLECTION, CONVEYANCE AND TREATMENT AGREEMENT

DATED: October 15, 2021

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FOR THE

NEW LONDON / WATERFORD / EAST LYME
WASTEWATER COLLECTION, CONVEYANCE AND TREATMENT AGREEMENT

An Agreement between the City of New London, the Town of Waterford and the Town of East Lyme hereinafter referenced as "Parties" regarding the collection and conveyance of wastewater from these towns and the operation of wastewater treatment facilities in the City of New London to serve the Town of Waterford and the Town of East Lyme.

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PART I – INTRODUCTION

SECTION 1 – RECITALS

WHEREAS, the City of New London and the Town of Waterford entered into an Agreement dated April 10, 1975 regarding the construction and operation of a wastewater treatment plant and related facilities located in the City of New London; and

WHEREAS, the City of New London, the Town of Waterford and the Town of East Lyme entered into a 30-year Agreement dated January 10, 1990 regarding the operation of a wastewater treatment plant and related facilities located in the City of New London; and

WHEREAS, the purpose of this Agreement is to continue the mutually beneficial collaboration between the City of New London and the Towns of Waterford and East Lyme which have developed an interconnected wastewater collection, conveyance and treatment system. The collection, conveyance and treatment facilities located in each community are owned by their respective communities. This Agreement establishes the terms, conditions and respective rights and responsibilities regarding the operation and shared use of this interconnected system.

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 established separately for each of the Parties and maintained by the City which will reflect the accumulated capital payments, interest accrued and reserves created by each Party and not yet expended for Capital Improvements. 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 shared infrastructure under terms and conditions as detailed in Part V herein.

"Evergreen-Piacenti Force and Pressure Mains" means the dedicated force and pressure mains connecting the Evergreen Pump Station to the Piacenti Facility predominately in New London, as constructed under City of New London Contract 11 and Town of Waterford Contract 5.

"Evergreen Pump Station" means the Town of Waterford wastewater pumping facility located at 52R Miner Lane, Waterford, CT, constructed under Contract 5 & 5A.

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

"Parties" means the City of New London (hereinafter called "City"), represented by the New London Water and Water Pollution Control Authority, 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 the City or Waterford has planned well in advance allowing the City or Waterford ample time to notify the other Parties 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 City of New London, 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 – DESCRIPTIONS OF THE SHARED INTEGRATED COLLECTION, CONVEYANCE AND TREATMENT SYSTEMS

A) SHARED INFRASTRUCTURE OF THE PARTIES

1. NEW LONDON'S SHARED TREATMENT SYSTEM (PIACENTI FACILITY)

The Piacenti Facility with a design capacity at the time of the signing of this Agreement of 10,000,000 gallons per day and consisting of:

a. The primary treatment plant and related facilities which existed on April 30, 1975, January 10, 1990, and as of the date of the signing of this agreement, including such land which was, and continues to be, owned by the City on said dates hereof, and

Additional wastewater treatment plant and related facilities as follows: all modifications at the Piacenti Facility, including additional pretreatment and primary and secondary wastewater treatment and sludge handling facilities, the control building, flood prevention work, including the concrete seawall along the ocean side of the plant and the raising of the concrete walls of the existing primary settling tanks, the outfall sewer from said Piacenti Facility to the New London harbor channel, modifications to the so-called pumping stations Nos. 6 and 7, the reconditioning land for said Piacenti Facility, being Phase II and a portion of Phase 1 of the improvements to the City's wastewater system set forth in the report entitled "City of New London Connecticut Report Upon Improvements to Wastewater Works".

b. Where the context allows, any additions, improvements or modifications to the wastewater treatment plant and related facilities made during the past Tri-Town Agreement dated 1/10/1990. Ownership and title to said Piacenti Facility shall remain with the City.

2. WATERFORD'S SHARED COLLECTION, CONVEYANCE, AND PUMPING 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 and including the Evergreen Pump Station (hereinafter "Evergreen PS") near the boundary between the City and Waterford, and connected at that point with the City's wastewater system. The collection and conveyance component of this system is shared by East Lyme and Waterford. The Evergreen PS component of this system is shared by East Lyme, Waterford, and New London. 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 Conveyance and Pumping System'. Ownership and title to the sewers and related facilities located in Waterford is in the Town of Waterford.

3. NEW LONDON'S SHARED CONVEYANCE SYSTEM – EVERGREEN TO PIACENTI FORCE AND PRESSURE MAINS

The Evergreen to Piacenti Force and Pressure Mains are that piping infrastructure together with a corrosion and odor control infrastructure and other appurtenances constructed under New London Contract 11 (circa 1975), and are owned by the City of New London. The location of such infrastructure is described as follows: from outside of, and just east of the Evergreen PS, beginning at the New London/Waterford municipal boundary line, then in a southerly and easterly direction along Evergreen Avenue in New London to the intersection with Ocean Avenue in New London, then in a northerly direction along Ocean Avenue to the intersection with School Street, then in an easterly direction along School Street to the intersection with Montauk Avenue, then in a northerly direction along Montauk Avenue to the intersection with Converse Place, then in an easterly direction along Converse Place to the intersection with Pequot Avenue, then in a northerly direction along Pequot Avenue to the intersection with Trumbull Street, then in an easterly direction along Trumbull Street to about the intersection with Nameaug Street near the Piacenti Facility. See **Appendix C** 'Evergreen PS to Piacenti WWTF Sewer Pipe Location'. This system exclusively transports wastewater from the Evergreen PS in Waterford to the Piacenti Facility. According to Contract 11 plans, there are no other connections into this system along this route.

B) SHARING OF PARTIES' INFRASTRUCTURE

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

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

All Parties affected by any additional expansion of the use of this interconnected wastewater infrastructure outside of the Parties' territorial limits will be advised of the terms and conditions associated with such additional sharing of a Parties' infrastructure.

Within five years of the signing of this Agreement the Parties shall commence negotiations to establish terms and conditions for the conveyance and treatment of wastewater by non-party users who currently have no rights to the Parties' shared infrastructure system.

<u>PART II – METERING FLOW</u>

SECTION 1 – MEASUREMENT OF FLOWS

East Lyme has installed and will maintain a flow measuring device at the Niantic pumping station which meets mutually acceptable specifications to measure, record and transmit the volume of wastewater flow from East Lyme to Waterford.

Likewise, Waterford has installed and will maintain flow measuring devices at the Evergreen PS which meet mutually acceptable standards at the connection between its sewer interceptor and the City's wastewater system to measure, record and transmit the combined volume of wastewater flow from East Lyme and Waterford, and certain areas of the City of New London to the Piacenti Facility.

Additionally, New London has installed and will maintain flow measuring devices which meet mutually acceptable specifications at the Piacenti Facility to measure and record the total wastewater volume.

New London recognizes that at Waterford's own cost, Waterford has installed flow meters which meet mutually acceptable standards to measure wastewater flowing from the City into the Waterford Collection system. These meters are located at (1) Boston Post Road, (2) Chester Street, (3) just east outside of the Evergreen PS (Niles Hill Interceptor meter), and (4) at the East Neck pumping station in Waterford. All of these meters will measure the flows generated by the City that discharge into the Waterford collection system, except the East Neck PS meter which will measure the flow generated in Waterford that discharges into the City system, but then returns (flows back) to the Waterford system. A map with the locations of these meters is shown in **Appendix D** 'Inter-Municipal Flow Meters'.

There may be additional meters throughout the shared conveyance system that may be deemed essential to determine flows between the Towns and the City. New London will keep a list of all the essential meters in the system that need to be tested, calibrated and certified on a yearly basis, and will be responsible for arranging for the testing, calibration and certification of such meters and will report the results of said testing to the Towns annually. The cost of testing, calibrating and certifying each meter will be charged back to each Town on the spring quarterly bill for the number of meters for which each Town is responsible. For example if East Lyme has one meter that registers its flow going to Waterford, it would be charged for the cost of testing and calibrating that meter. Waterford and New London have more meters to monitor flows going from Waterford to New London and vice-versa. The financial responsibility for any and all expenditures associated with the maintenance, testing, calibration, or replacement of the meters is as follows: the Niantic pumping station meter in East Lyme (East Lyme); the main meter at the Evergreen PS that measures the flow into the Evergreen-Piacenti Main (based on each party's proportional flow); the main meter that measures the total flow at the Piacenti Facility (based on each party's proportional flow); the Boston Post Road meter (New London); the Chester Street meter (New London); the Niles Hill Interceptor meter located just east of the Evergreen PS (Waterford/New London shared equally); and the East Neck pumping station meter (Waterford).

SECTION 2 – STANDARDS OF FLOWS/PERMITS

A. The City will accept, treat and discharge the wastewater flow from the Towns in the same manner in which it accepts, treats and discharges wastewater flow from within the City and shall be responsible to such state or federal authorities as may have jurisdiction over it with respect to the manner and treatment of and the discharge of such wastewater.

B. The National Pollution Discharge Elimination System permit for the operation of the Piacenti Facility having been issued to the City, the City shall have the right to inspect, sample and test wastewater discharged by the Towns into the Piacenti Facility. Either Town also shall have the right to inspect, sample and test wastewater discharged by the Towns and the City into the Piacenti Facility. In the event that such samples or tests provide evidence of a user within the City or either

Town discharging material into the Piacenti Facility or Evergreen which causes non- compliance with the terms of said permit or any amendments or modifications to said permit, or noncompliance with any applicable federal, state or local statute, ordinance or regulation, the municipality which obtains such evidence shall immediately notify the Town or City within which the offending user is located. Upon receipt of such notice, the Town or City within which the offending user is located shall promptly require pre-treatment of the discharge of said material by the offending user. The Towns and the City shall include provisions for enforcement of the provisions of this paragraph in their respective sewer ordinances, together with provisions for the recovery from an offending user of any fines or damages which may be incurred by the City and the Towns as a result of the discharge of said material into the Piacenti Facility or the Evergreen PS. If any Party suspects a problem with the quantity, quality or flow of wastewater to the Piacenti Facility or the Evergreen PS, it may notify the generating Party or Parties of the need to inspect or test the wastewater or equipment. If the generating Party fails to make such inspection or test within two weeks, the complaining Party may do so.

C. The City and the Towns will not discharge into the City's wastewater system any wastewater which contains substances not amenable to treatment in the Piacenti Facility or which are not amenable to treatment therein to the degree required by regulatory agencies having jurisdiction over the discharge of effluent into New London harbor and under no conditions shall the City or the Towns discharge wastewater into the City's wastewater system which shall have a concentration of biochemical oxygen demand (BOD) in excess of 240 average milligrams per liter or concentration of suspended solids in excess of a concentration of 240 average milligrams per liter.

D. The Water and Water Pollution Control Authority of the City has promulgated rules and regulations consistent with state and federal statutes, regulations and guidelines with respect to the operation of the wastewater treatment plant and related facilities, which rules and regulations, as they may be amended or modified from time to time to remain consistent with and in conformance to federal and state statutes, regulations and guidelines, shall be adhered to and enforced by the Towns and the City. If the City or either Town proposes to adopt new rules and regulations which affect the Piacenti Facility 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 the City and Towns may apply and enforce any such more stringent rules and regulations within their own boundaries before agreement by all Parties regarding the necessity and terms of such rules and regulations.

PART III – TREATMENT CHARGES

SECTION 1 – DETERMINATION OF OPERATING BUDGETS & BILLING

The City Director of Public Utilities is responsible for the development and transmittal of the annual operating and maintenance budget for the Piacenti Facility. The budget shall include the following:

A. All City Sewer administration costs applicable to running the Piacenti Facility
B. All the Operation and Maintenance (hereinafter "O&M") costs of the Piacenti Facility
C. The utility costs of the Piacenti Facility
D. Any other costs associated with the facility including but not limited to: an annual line item specifically for "Plant Enhancements". The intention and amount of this line item is further discussed in Part V – Section 2 of this Agreement

The following is the timeline of the annual budget:

1. If there are any "Planned Capital Projects" that exceed $750,000, the initiating Party is to notify the other Parties no later than January 1st of the year prior to the fiscal year in which such project is proposed to commence.

2. The City Director of Public Utilities will email the Town's designated staff representative the proposed fiscal year operating and maintenance budget by February 1st so that the Towns will have an ample opportunity to review the budget.

3. The Towns shall respond back to the City by February 15th if they have any input, discrepancies or to ask any questions as necessary.

4. By April 15th, the proposed budget will be divided by the prior year's total Facility flows to derive an estimated cost per 1,000 gallons for the next fiscal year (see Sample Bill Calculation in **Appendix F**).

5. Each Town's share of the costs agreed upon under Part III, Section 1 (A-D) of this Agreement for operating, repairing and maintaining the Piacenti Facility to the mutual benefit of the Parties shall be an amount which shall bear the same ratio to such costs as the actual volume of each Town's wastewater treated in the Piacenti Facility bears to the total actual volume of wastewater treated in the Piacenti Facility.

If,

A. ELNET = East Lyme Flow as measured at the Niantic PS minus any flow from entities covered under Part I, Section 3, B.2 – Current Non-Parties with Rights to use Parties' Infrastructure that have a separate treatment agreement with the City, and
B. T=Total Flow into the Piacenti Facility, and
C. NPC=Piacenti Facility operating, maintenance and repair costs plus the Piacenti Facility's share of common administrative costs,

(i) Then, East Lyme's bill = (ELNET/T) x NPC,

And If,

A. EGPS is the total flow (regardless of origin) through the Evergreen PS, and
B. BPR is the flow measured by the Boston Post Road NL/Wtfd boundary meter, which measures flow from New London only, and
C. Chester St. is the flow measured by the Chester St. meter at the

NL/Wtfd boundary line, which measures flow from New London only, and

D. NHI is the flow measured by the Niles Hill Interceptor meter located to the east of the Evergreen PS that measures flows coming from New London and from Waterford via the East neck PS in Waterford, and

E. East Neck is the flow measured by the meter located at the East Neck PS that measures flow that generates in Waterford but discharges into New London, and

F. Upper Broad Street is that area in Waterford (see **Appendix E** 'Waterford Properties Discharging into New London') that discharges wastewater into the New London's Collection system. Total flow calculated as per metered or estimated water consumption for those without City water, and

G. EL = East Lyme flow as measured at Niantic PS, and

H. WTFNLTP is the wastewater flow generated within the political boundaries of the Town of Waterford, then

WTFNLTP = [EGPS – (BPR + Chester St. + NHI + EL – East Neck - Upper Broad Street)]

(ii) Then, Waterford's bill = (WTFNLTP/T) x NPC

6. New London shall provide a finalized approved budget amount by April 30.

7. The City shall bill the Towns on a quarterly basis. The bills shall be sent out within two weeks of August 15th, November 15th, February 15th and May 15th of each year. Payments for these bills shall be made no later than 45 days from the date of the invoice. For the purpose of quarterly reconciliation each invoice will be calculated by using the per 1000 gallons cost as illustrated (in the example above it would be $1.9592 / 1000 gallons) times the trailing 3 months flow of that Town (for instance the August 15th bill would be based on the Towns flows from May, June and July and the November 15th bill would be the flow from August, September and October). It is the responsibility of the Towns to send their monthly flow data to the City Director of Public Utilities each month. If the City Director of Public Utilities would rather not use the trailing 3-month flows methodology, he/she can ask each Town by July 1st of each year what their projected flows will be for the coming year and take a quarter of that amount for each billing period.

8. At the May billing, the reconciliation from the previous fiscal year along with any septage and/or nitrogen credits would be processed with that billing cycle (i.e.: the May 2022 bill would adjust for the FY 20-21 cycle which ran from July 1, 2020 thru June 30, 2021). During the May billing, the Towns would be charged for the cost of the annual testing/calibration of the meters they are responsible for as determined in Part II, Section 1 of this Agreement.

PART IV – EMERGENCY REPAIRS

SECTION 1 – EMERGENCY REPAIRS

The City may make such emergency repairs necessitated from time to time for operational reasons. The cost of said emergency repairs shall be paid out of the capital funds accounts for each respective party at the capital projects percentages for the wastewater treatment facility. The City may make emergency repairs without a prior agreement between the City and the Towns.

Waterford may make such emergency repairs necessitated from time to time for operational reasons. The cost of said emergency repairs shall be paid out of the capital funds accounts for each respective party at the capital projects percentages for the Evergreen PS. Waterford may make emergency repairs without a prior agreement between the City and East Lyme.

PART V – SHARED RESPONSIBILITIES FOR CAPITAL AND OPERATION AND MAINTENANCE

SECTION 1 – CITY TO SERVE AS CUSTODIAN OF CAPITAL ACCOUNTS

A separate ledger for each of the Capital Accounts will be maintained by the City on behalf of each of the Parties. The funds in the Capital Accounts shall be invested by the City 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 the Towns' Capital Accounts will be provided to the Towns by the City each spring as soon as the City's audit is complete. Either Town may request a balance of their Capital Account at any time during the year. The City shall provide said balance within ninety days of any such request.

SECTION 2 – PIACENTI FACILITY CAPITAL IMPROVEMENTS

Any principal and interest payments for existing bonding obligations shall be billed based on the Parties' capacity allocation (New London – 55%, Waterford – 30% and East Lyme – 15%). For example if there was $300,000 of principal and interest in a given year from a previously bonded project, East Lyme would be charged 15% and Waterford would be charged 30% of the total charged in quarterly payments (East Lyme would owe $45,000/ 4 for quarterly capital payments of $11,250 while Waterford would owe $90,000 / 4 for quarterly payments of $22,500). If there are any other capital costs, they would be apportioned in the same manner. The Towns would have the choice of directing the City to take capital costs from their Capital Account so long as they keep the minimum balance as determined below.

At the beginning of this Agreement, pre-determined minimum amounts have been set for each of the Parties' Capital Accounts. The purpose of this minimum is to create a reserve if a large emergency expenditure needs to be made quickly in the future. The predetermined amounts were determined based on each Parties' capacity allocation: New London (55%), Waterford (30%) and East Lyme (15%). Based on these percentages, the minimum amounts to be kept in each capital account at all times is as follows: New London - $1,833,333, Waterford - $1,000,000 and East Lyme - $500,000. The total minimum cumulative amount in all the Parties' Capital Accounts at any time shall be $3,333,333. Any of the Parties will be allowed to go below their minimum amount only with the approval of the other Parties. These minimum balances will increase each year of this Agreement by a 2% escalation factor so that these minimum balances stay relatively current with inflation throughout the length of the Agreement. If at any time either of the Towns choose to put more money into their Capital Account, it may at any time deliver to the City funds in any amount greater than $5,000 with direction to deposit the funds into its respective Capital Account and the City shall immediately deposit the funds into that account.

In the first year of the Agreement, the minimum cost of a Capital Improvement is $50,000, with a 2% increase annually throughout the length of the Agreement.

There will be a line item each year of this Agreement in the Piacenti Facility Operating budget for "Plant Enhancements Not Meeting the Capital Improvement Threshold". The reason for this line item is to allow the City the ability to make repairs and small improvements to the Piacenti Facility which cost less than the minimum capital improvement threshold as identified in this Agreement. This "Plant Enhancement" line item shall be capped at a total of $250,000 in the first year of the Agreement; and may increase 2% annually throughout the Agreement. The City will provide the Towns with a list of each of the plant enhancements and their cost at the time of the annual reconciliation.

Any capital improvements beyond the threshold as identified in this section would come out of each Parties' Capital Account proportionally in accordance with their capacity allocation: New London (55%), Waterford (30%) and East Lyme (15%). If the City determines that a Planned Capital Project to the Piacenti Facility is necessary, and so long as the capital improvement is over $250,000 but under $750,000, and each municipality has enough funds in its Capital Account to cover its share of the anticipated cost, then the City is required at a minimum to notify the Towns in writing before entering into any contract for or spending any money on that Capital Improvement so that the Towns are aware of these proposed expenditures. The notice to the Towns should include at a minimum the following: a description of the capital improvement, any backup documentation including a court or regulatory order, decree, permit, legislation, regulation or other reason necessitating the capital improvement, the estimated cost, the anticipated schedule for construction and payment for the Capital Improvement. Funds will be withdrawn from each of the Capital Accounts appropriately throughout the project to pay for financial obligations to the contractor/vendor.

If a particular municipality does not have sufficient funds in its Capital Account to pay for its share of the Capital Improvement, the funds in its Capital Account shall first be expended down to its minimum amount and the remainder shall be paid into the Capital Account by that Town either in a lump sum or in installments, provided that payment into the Capital Account shall be made at least 30 days prior to the day by which the City must make a payment for the Capital Improvement. If such payments as indicated above are late, then interest shall be paid to the City at a rate equal to the rate of interest paid by the City for its most recent issue of general obligation bonds plus one percentage point. If the City determines that any of the Town's Capital Accounts are within 10% of their minimum threshold, the City will notify the Town of its low balance.

All monies deposited into Capital Accounts as identified in this Agreement shall remain in the Capital Account until actual payment is due and owed to a contractor/vendor providing goods or services for the Capital Improvement. At that time, the City will withdraw from the Capital Accounts the amount necessary to pay the contractor/vendor in the following proportions: 55% from the New London Capital Account, 30% from the Waterford Capital Account, and 15% from the East Lyme Capital Account.

At no time in this Agreement may either of the Towns request to withdraw funds from its Capital Account unless it is approved by all Parties. The funds in all of the Capital Accounts may be used only to contribute to Capital Improvements to the facility and/or other shared sewer infrastructure.

The approach each municipality employs to generate funds for an additional capital contribution required for a Capital Improvement shall be within the sole discretion of each municipality. Nothing in this Agreement shall preclude two or more of the Parties from mutually agreeing to a joint financing mechanism or other financial cooperation so long as none of the rights and expectations the other Party to this Agreement is prejudiced or disadvantaged thereby.

Any Planned Capital Improvement that exceeds $750,000 would be an expense that the City or the Towns may want to bond to protect their capital account balances. In this event, the City must notify the Towns in writing by January 1st of such a planned capital expense for the coming fiscal year starting July 1st.

The Towns will have until March 1st to respond back to the City if they have questions as to the need for the Capital Improvement or to better understand the costs of the project. If one or both of the Towns needs further clarification and/or understanding of the need for the Capital Improvement, representatives of each Party shall meet at the earliest convenience to discuss the project in more detail. If one of the parties determines after good faith discussions that they still disagree with the capital project moving forward, the Party which so concludes this shall send an email to the City Director of Public Utilities by April 1st. At this time, the Party in disagreement may invoke the dispute resolution mechanism identified in Part VIII, Section 2 of this Agreement by May 1st. If it does not invoke the dispute resolution mechanism by May 1st, then that Capital Improvement will proceed as planned.

SECTION 3 – SHARING COSTS FOR CAPITAL IMPROVEMENTS AND OPERATION AND MAINTENANCE FOR THE USE OF THE EVERGREEN TO PIACENTI FACILITY MAINS AND THE USE OF THE EVERGREEN PS

The cost for O&M as well as capital expenditures for the Evergreen to Piacenti Facility Force and Pressure Mains are considered separate from the Piacenti Facility. This infrastructure was constructed in 1975. Between the years of 1975 thru 1993, only wastewater generated in Waterford was conveyed through the system. Thereafter, wastewater generated in East Lyme and certain areas of New London, when New London pumping stations were eliminated and the wastewater sent to Waterford, also began to flow through this infrastructure via pumping from the Evergreen PS.

Under the previous 1990 Tri-Town Agreement, the O&M cost-sharing distribution for the Piacenti Facility as well as for the conveyance system infrastructure was based on the total annual flows from each community into the Facility. Capital expenditures cost-sharing for both the treatment facility and the conveyance system was based on the treatment allocation for each community at the plant: New London (55%), Waterford (30%), and East Lyme (15%). However, under this 2021 Agreement, the conveyance system is exclusively for flow from the Evergreen PS to the Piacenti Facility and the proportional responsibility for such O&M and capital expenditures shall be based on the actual flow from each of the communities.

For the Evergreen to Piacenti Facility Mains

O&M Expenditures – The following constitutes the expenditures for the force/pressure main to the Piacenti Facility expenditures to be attributed to O&M: field labor, parts, materials, and equipment associated with single expenditures less than $25,000 including but not limited to: annual inspections, cleaning of the pipes, closed-circuit television (CCTV) activities, clearing stoppages, minor repairs, maintenance, equipment, and chemicals associated with odors and corrosion control, and other activities associated with O&M of collection systems. The O&M expenditures incurred during the fiscal year, together with the flow percentages, will be used to calculate each Party's cost for that year and will be billed on the May bill.

Capital Improvements - means the acquisition, construction, reconstruction, rehabilitation, demolition or replacement of the Evergreen PS to Piacenti Facility Conveyance System, or major components thereof. Capital Improvements include repairs which cost, exclusive of the labor cost of City or Town employees, more than $25,000. This figure will increase 2% each year of the Agreement. Other than the percentage of cost sharing, capital expenditures threshold and associated notifications, such expenditures with this conveyance system will be handled in the same manner as capital expenditures associated with the Piacenti Facility as described above. The Capital Improvements incurred during the fiscal year together with the flow percentages will be used to calculate the Parties' cost sharing, to be billed in the same manner as capital expenditures at the Piacenti Facility. Each of the parties may use the balance in its Capital Account to pay their share so long as the Account stays above its minimum balance.

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 Evergreen PS on the previous fiscal year as follows:

> **New London percentage** – Annual flow metered at: the Chester Street meter, plus the Boston Post Road meter, plus the Evergreen east meter (from the Niles Hill interceptor), minus the East Neck meter, then divided by the annual total flow through Evergreen PS. During fiscal year 2019-2020, this percentage was 17%.
>
> **East Lyme percentage** – Annual flow metered at the Niantic River PS in Niantic, then divided by the annual total flow through the Evergreen PS. During fiscal year 2019-2020, this percentage was 27%.

Waterford percentage – the annual total flow through Evergreen PS minus East Lyme flow, minus New London flow, then divided by the annual total flow through the Evergreen PS. During fiscal year 2019-2020, this percentage was 56%.

For the Evergreen PS

O&M and capital expenditures will be cost-shared and billed in the same manner as expenditures associated with the Evergreen PS/ Piacenti Facility Force and Pressure Mains. The threshold for the Evergreen PS capital expenditures will be a minimum of $10,000, with annual increases of 2%. At its discretion, and for capital expenditures only, each Town may use its Capital Account as long as its minimum balance is maintained. The municipality intending to use such Capital Account will inform Waterford of such intention.

SECTION 4 – COORDINATION WITH EAST LYME/WATERFORD AGREEMENT

Waterford and East Lyme (but not the City) agree that the provisions of this Agreement are to be read and understood in conjunction with any current agreement regarding the use of the Waterford wastewater conveyance system between East Lyme and Waterford and as between this Agreement and the said East Lyme/Waterford 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. The City is not a party to the Waterford/East Lyme Agreement and is not bound by it.

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 all 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 – REOPENING CONTRACT TO ADDRESS TREATMENT CAPACITY OF EACH MUNICIPALITY

At any time after five (5) years, any Party to this Agreement may request the Agreement be reopened in order to negotiate modifications to the allocation of the Piacenti Facility capacity among the parties. Such request shall be in writing and be delivered in accordance with the provisions of Part VIII, Section 11 of this Agreement. The other parties shall not unreasonably withhold their participation in such negotiations.

SECTION 3 – PROCEDURE FOR TERMINATION OF THE AGREEMENT

Not less than the final five years prior to the initial or extended term, either or both the Towns may, by giving written notice to the other Parties, elect to terminate its use of the Piacenti Facility at the end of this Agreement. In such event, the wastewater system of the Town or Towns electing to terminate shall be physically separated from the City's facilities or the other Town's facilities at the end of the term of this Agreement. In the event that Waterford elects to terminate its use of the Piacenti Facility pursuant to the terms of this paragraph, East Lyme agrees to use due diligence in obtaining all necessary state and/or federal regulatory approvals to use alternative treatment facilities, and after having obtained such approvals, to pursue the construction and/or connection to such alternative treatment facilities with due diligence. Physical separation of East Lyme's facilities from Waterford's facilities shall not occur until such alternative treatment facilities are available to East Lyme.

Not less than the final five years prior to the initial or extended term the City may, by giving written notice to the Towns, elect to terminate theTowns' use of the Piacenti Facility at the end of this Agreement. In such event, the Towns agree to use due diligence in obtaining all necessary state and/or federal regulatory approvals to use alternative treatment facilities, and after having obtained such approvals, to pursue the construction and/or connection to such alternative treatment facilities with due diligence. Physical separation of the City's facilities from the Towns' facilities shall not occur until such alternative treatment facilities are available to the Towns.

If the Towns or City fail to terminate this Agreement in the manner as identified above, then the joint use of the Piacenti Facility and shared infrastructure as defined herein shall continue in effect for another 10 year term after the last day of this Agreement under the same terms as this Agreement.

It is recognized that if an eventual separation should occur, either or both of the Towns may be entitled to reimbursement for any portion of the City's or the other Town's wastewater facilities for which either or both of the Towns have paid a proportionate share which may be of further usefulness to the City or to the other Town. Reimbursement with regard to a Town's wastewater facilities will be considered only if East Lyme becomes separate from Waterford. If the Parties are unable to agree on the amount of such reimbursement, the question of further usefulness of any portion of the City's or other Town's wastewater facilities and the value thereof shall be determined in accordance with the provisions of Part VIII, Section 2 of this Agreement. In determining further usefulness and value the municipalities and any decision makers invoked pursuant to Part VIII, Section 2 of this Agreement shall consider the remaining useful life of the Piacenti Facility and Waterford's wastewater conveyance system and any improvements and additions thereto as of the date of separation, the value to the municipality which retains the use of the facility or system, and the proportion of Capital Improvements paid by each municipality throughout the life of the facility or system, provided that no reimbursement shall be payable to a municipality which affirmatively acts to require a separation. The percentage of such value for which either or both of the Towns shall be reimbursed will be in the same proportion as each Town's share of the original cost of the Piacenti Facility as determined under a prior agreement between the City and Waterford dated April 30, 1975, as amended, by Paragraph 15 of the 1990 Agreement. In the event that East Lyme becomes separated from Waterford's wastewater conveyance system, the percentage of such value for which East Lyme shall be reimbursed will be in the same proportion as East Lyme's share of the original cost of Waterford's wastewater conveyance systems as determined under an agreement between East Lyme and Waterford dated August 24, 1988. If the computation should result in a negative value to any municipality and a positive value to any other municipality, then the municipality or municipalities with a negative balance shall be obligated to pay their respective deficiencies to the municipality or municipalities with a positive balance, except that if East Lyme separates but Waterford and the City remain connected, no such payment will be required from Waterford at the time of East Lyme's separation. Any municipality which has not elected to terminate shall be entitled to reimbursement of all costs associated with the separation and with the removal or destruction of any excess facilities. Such costs will be paid by the municipality or municipalities which have elected to terminate this Agreement.

In the event of separation, each municipality shall receive the balance, including accrued interest, of its Capital Account.

PART VII – SEPTIC TANK PUMPING AND NITROGEN CREDITS

SECTION 1 — SEPTIC TANK PUMPING

Septic tank pumping originating from septic tanks located in either Town or in the City may be deposited at the Piacenti Facility, subject to rules and regulations promulgated by the City with respect to such deposits, which rules and regulations shall be the same for residents of the Towns as are established for residents of the City. The rate for such septage deposits shall be determined by the City. Both revenues and expenses from septic tank pumping will be allocated to each of the Towns in proportion to their actual flow as calculated in the Spring reconciliation which is detailed in Part III Section 1 of this Agreement. The credit would be titled "Septage" on the New London bill.

SECTION 2 – NITROGEN CREDITS

Nitrogen Exchange Program - The Nitrogen exchange program is administered through the State of CT DEEP. The program provides a credit to facilities that exceed the nitrogen removal goals set forth by the DEEP. There is also a penalty for underperformance in nitrogen removal. The credit or penalty depends on the performance of the facility in any given year. Each community shares in this program based on flow for the program year. Either a credit or penalty will be added to the annual adjusted bill.

Both revenues and expenses from Nitrogen Credits will be allocated to each of the Towns in proportion to their actual flow as calculated in the Spring review.

PART VIII – OTHER PROVISIONS

SECTION 1 – FIRST YEAR OF THE AGREEMENT

There are numerous provisions in this Agreement that identify specific ways to handle Treatment charges and Capital Expenditures among other things. Many of these provisions have specific timelines and procedures that need to be followed throughout the fiscal year and some of them are different than how those procedures were followed in the past agreement. In light of this and the timing of the signing of the new agreement, the Parties agree that in the first year of this Agreement, the Parties will abide by the intent of this new Agreement while transitioning from the old Agreement to the new one. Nonetheless, starting in January before the first full fiscal year of this Agreement, all of the timelines, notifications and other provisions of the new Agreement will be followed.

SECTION 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 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 3 – RIGHT TO ACCESS RECORDS

On reasonable notice and at reasonable times and intervals, all records of the City pertaining to the Piacenti Facility shall be available for inspection and review by authorized representatives of either Town and by an independent certified public accountant retained and paid by either Town for such purposes.

SECTION 4 – 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 5 – SUPERSEDES JANUARY 10, 1990 AGREEMENT AND ANY AMENDMENT THERETO

New London, East Lyme, and Waterford agree that this Agreement is intended to supersede and replace their agreement dated January 10, 1990, as amended, and that agreement is hereby declared null and void.

SECTION 6 – 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 7 – 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 8 – 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 and the City 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 9 – 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 City of New London and Towns of Waterford and East Lyme any rights or remedies under or by reason of this Agreement.

SECTION 10 – SINGULAR/PLURAL USAGE

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

SECTION 11 – 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 the City:

Chairman
New London Water and Water Pollution Control Authority
13 Masonic Street
New London, Connecticut 06320

Plus, a copy to:
Director
New London Public Utilities
13 Masonic Street
New London, Connecticut 06320

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 to 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 15th day of October, 2021.

Signed, Sealed and Delivered in the presence of:

CITY OF NEW LONDON
By its Mayor,
Michael E. Passero

Witnesses

CITY OF NEW LONDON
WATER AND WATER POLLUTION CONTROL AUTHORITY
By its Chairman,
Barry J. Weiner

Witnesses

TOWN OF WATERFORD
By Robert Brule, First Selectman
As authorized by Board of Selectmen 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,
Mark Nickerson

Witnesses

APPROVED AS TO FORM:

Brian Estep - Attorney – City of New London

APPROVED AS TO FORM:

Nicholas Kepple – Town Attorney – Town of Waterford

APPROVED AS TO FORM:

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

PART IX - APPENDICES

APPENDIX A

BEGINNING BALANCES OF CAPITAL ACCOUNT

City of New London
Department of Finance
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5218 • Fax (860) 447-5297

October 14, 2021

To Whom It May Concern,

The purpose of this letter is to provide some information pertaining to the current amounts in Capital Accounts regarding the Thomas E. Piacenti Regional Water Pollution Control Facility. Please see below for additional information regarding amounts in the Capital Accounts as of September 30, 2021 which include recent interest:

Account Name	Account in account
East Lyme Capital Account	$1,157,198.67
Waterford Capital Account	$2,112,941.54
New London Capital Account	$3,175,421.48

Please feel free to reach out to me with any questions. I can be reached at dmcbride@newlondonct.org and 860-447-5218.

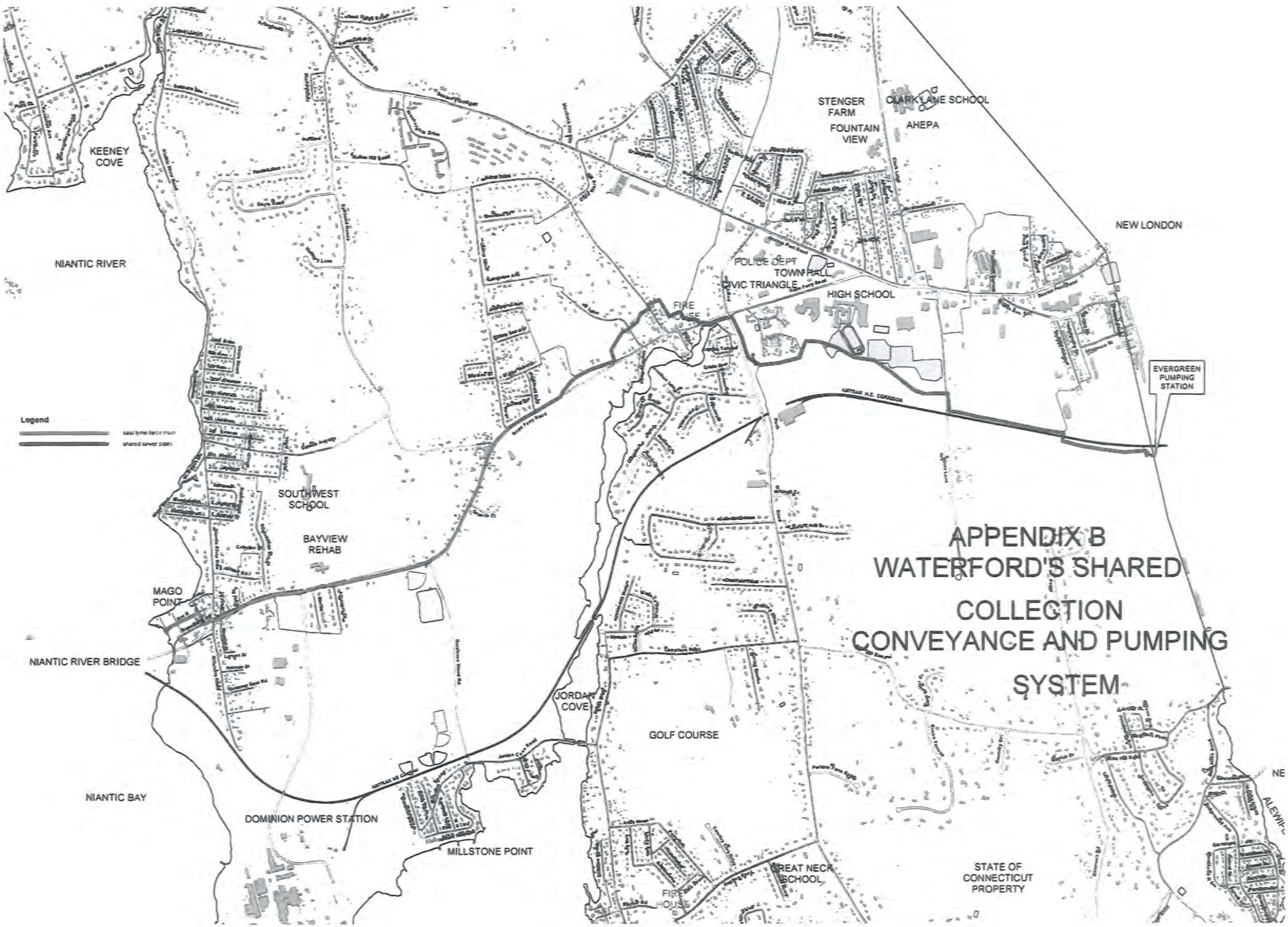
Thank you,

David McBride
Director of Finance

Cc: Joe Lanzafame
Brian Estep
Donna Rinehart

APPENDIX B

WATERFORD'S SHARED COLLECTION CONVEYANCE AND PUMPING SYSTEM


APPENDIX B
WATERFORD'S SHARED
COLLECTION
CONVEYANCE AND PUMPING
SYSTEM
Legend
east lyme force main
shared sewer pipes
KEENEY COVE
NIANTIC RIVER
STENGER FARM
CLARK LANE SCHOOL
FOUNTAIN VIEW
AHEPA
NEW LONDON
POLICE DEPT
TOWN HALL
CIVIC TRIANGLE
HIGH SCHOOL
FIRE HOUSE
EVERGREEN PUMPING STATION
AMTRAK N.E. CORRIDOR
SOUTHWEST SCHOOL
BAYVIEW REHAB
MAGO POINT
NIANTIC RIVER BRIDGE
JORDAN COVE
GOLF COURSE
NIANTIC BAY
DOMINION POWER STATION
MILLSTONE POINT
GREAT NECK SCHOOL
FIRE HOUSE
STATE OF CONNECTICUT PROPERTY

APPENDIX C

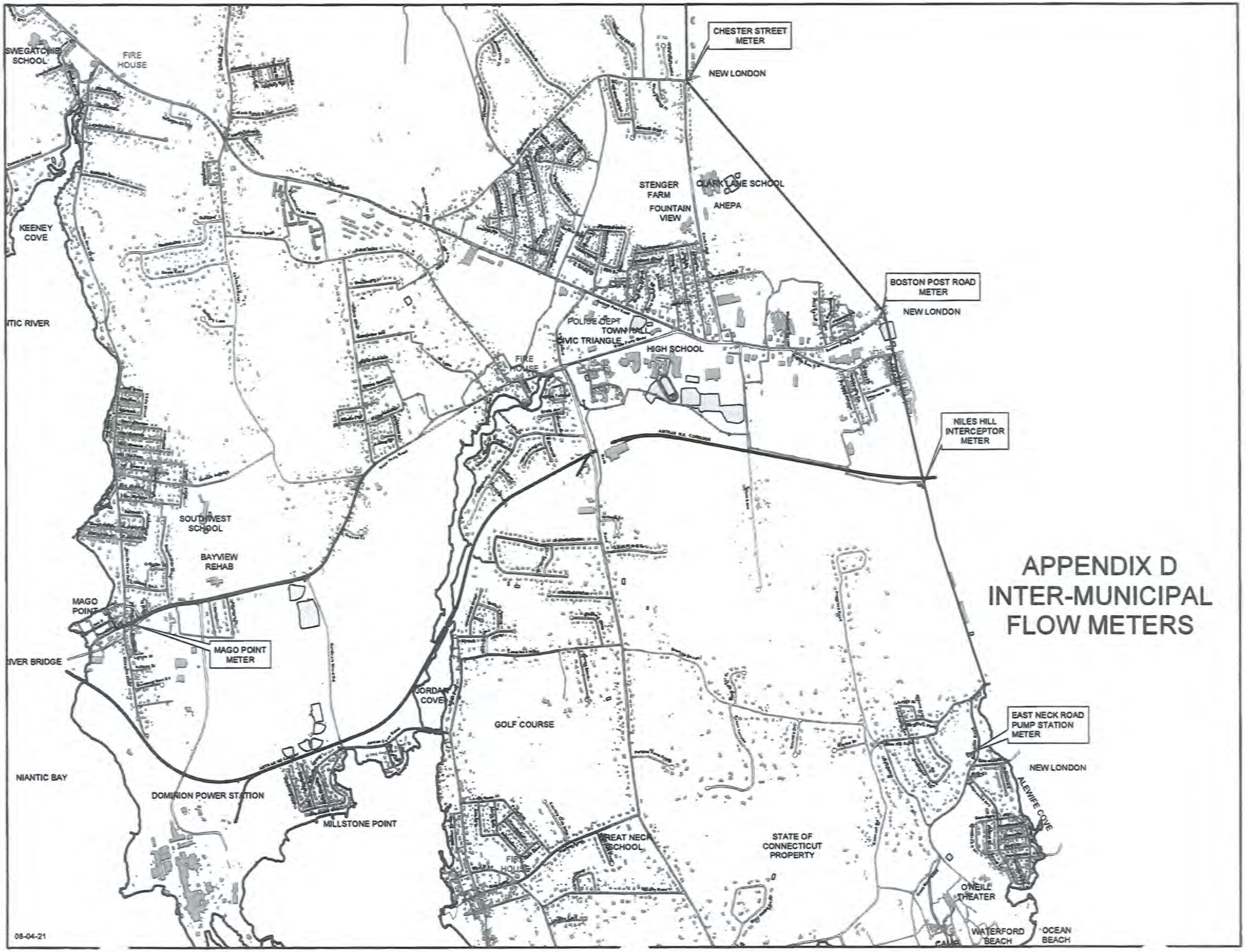
EVERGREEN PS TO PIACENTI WWTF SEWER PIPE LOCATION

APPENDIX C
EVERGREEN PS TO
PIACENTI WWTF
SEWER PIPE LOCATION
TREATMENT PLANT
EVERGREEN
PUMP STATION
Shaw Neck
Fort Trumbull
State Park
and Museum
Block Island-New London
Powder Island Ledge
White Rock
Thames River
Greens Harbor
Caulkins Park
Montauk Ave
Willetts Ave
Pequot Ave
Plant St
Mitchell Park
Fenger Brook
Great Neck

APPENDIX D

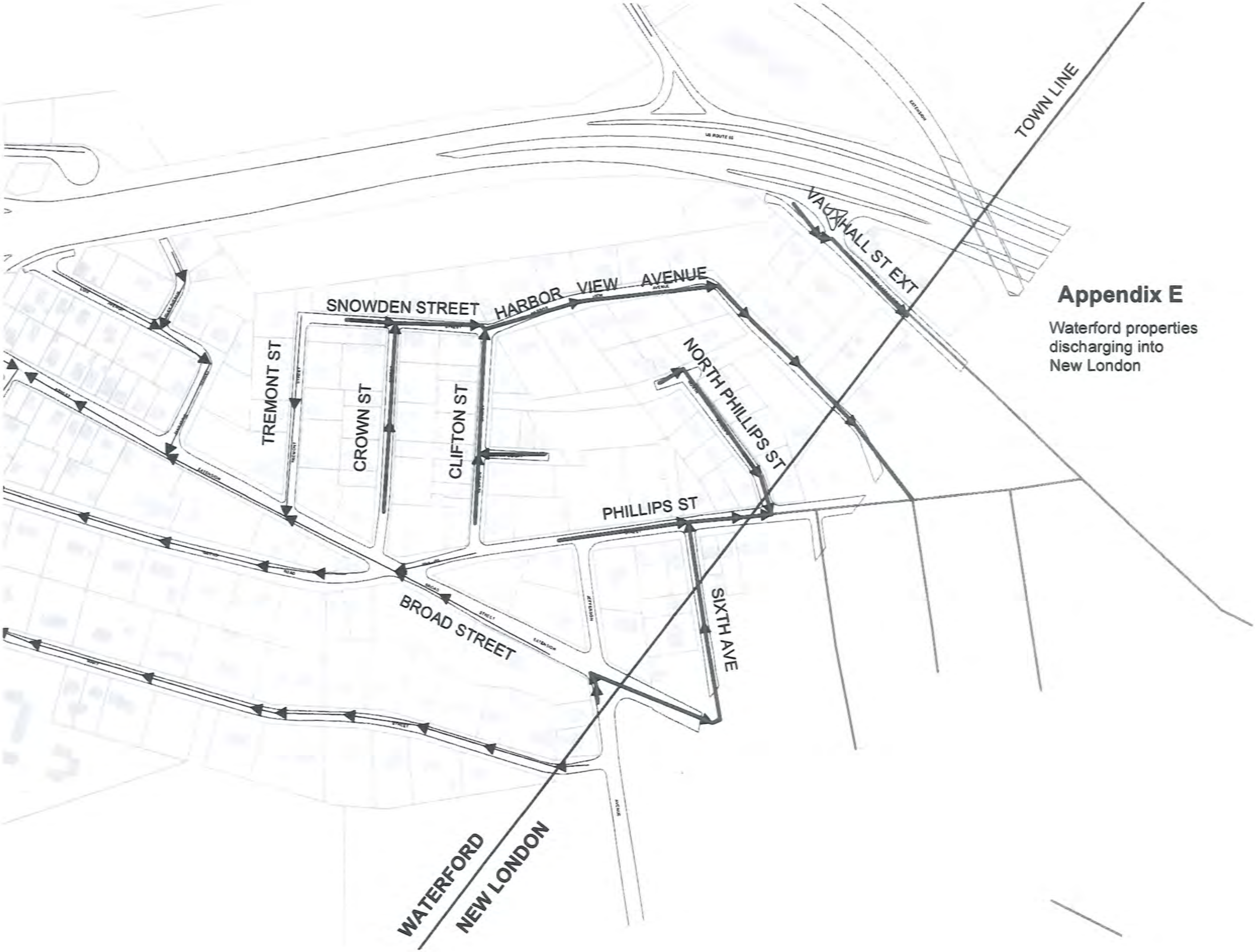
INTER-MUNICIPAL FLOW METERS

APPENDIX D INTER-MUNICIPAL FLOW METERS



APPENDIX E

WATERFORD PROPERTIES DISCHARGING INTO NEW LONDON



Appendix E

Waterford properties discharging into New London

APPENDIX E-1

PROPERTIES IN WATERFORD (NORTH OF UPPER BROAD STREET) THAT DISCHARGE INTO NEW LONDON

Appendix E-1 - Properties in Waterford (north of upper Broad Street) that discharge into New London.

STREET	HOUSE NUMBER
SNOWDEN ST	5
SNOWDEN ST	9
SNOWDEN ST	13
SNOWDEN ST	15
CROWN ST	6
CROWN ST	7
CROWN ST	8
CROWN ST	11
CROWN ST	12
CROWN ST	15
CROWN ST	16
CROWN ST	19
CROWN ST	22
CROWN ST	22.5
CROWN ST	24
CROWN ST	25
CLIFFTON ST	6
CLIFFTON ST	8
CLIFFTON ST	10
CLIFFTON ST	11
CLIFFTON ST	14
CLIFFTON ST	16
CLIFFTON ST	18
CLIFFTON ST	19
CLIFFTON ST	24
CLIFFTON ST	26
CLIFFTON ST	27
CLIFFTON ST	28
MURRAY CT	6
MURRAY CT	8
HARBOR VIEW AVE	2
HARBOR VIEW AVE	4
HARBOR VIEW AVE	10
HARBOR VIEW AVE	11
HARBOR VIEW AVE	13
HARBOR VIEW AVE	15
HARBOR VIEW AVE	16
HARBOR VIEW AVE	17
HARBOR VIEW AVE	20
HARBOR VIEW AVE	21
HARBOR VIEW AVE	22
HARBOR VIEW AVE	26
HARBOR VIEW AVE	28
NORTH PHILLIPS ST	5
NORTH PHILLIPS ST	6
NORTH PHILLIPS ST	7
NORTH PHILLIPS ST	8
NORTH PHILLIPS ST	9
NORTH PHILLIPS ST	10
NORTH PHILLIPS ST	11
NORTH PHILLIPS ST	12
NORTH PHILLIPS ST	14
PHILLIPS ST	53
PHILLIPS ST	57
PHILLIPS ST	74
PHILLIPS ST	76
PHILLIPS ST	79
PHILLIPS ST	99
PHILLIPS ST	82
PHILLIPS ST	84
PHILLIPS ST	85
PHILLIPS ST	91
PHILLIPS ST	107
JEFFERSON AVE	805
JEFFERSON AVE	806
JEFFERSON AVE	762
BROAD ST	709
SIXTH AVE	20
VAUXHALL ST EXT	543
VAUXHALL ST EXT	544
VAUXHALL ST EXT	545
VAUXHALL ST EXT	550
VAUXHALL ST EXT	552
VAUXHALL ST EXT	554
VAUXHALL ST EXT	556

APPENDIX F

SAMPLE BILL CALCULATION

SAMPLE BILL CALCULATION

EXAMPLE OF THE CALCULATION FOR THE COST /1000 GALLONS

Say for FY 22-23 (July 1, 2022 – June 30, 2023)

City Sewer Administration Cost		$625,000
Operations Costs		
Contracted Services	$3,400,000	
Electricity	$525,000	
Small Projects [1]	$250,000	
Other $10,000		
Operations Total		$4,185,000
Total – Operating & Administration		$4,810,000

SEWER PLANT TOTAL ACTUAL FLOWS (FROM PRIOR YR) – FY 21-22

MONTH	AVERAGE DAILY	DAYS	MONTHLY FLOW
Jul 21	6,467,742	31	200,500,000
Aug 21	5,925,806	31	183,700,000
Sep 21	5,143,333	30	154,300,000
Oct 21	6,509,677	31	201,800,000
Nov 21	6,940,000	30	208,200,000
Dec 21	8,674,194	31	268,900,000
Jan 22	7,312,903	31	226,700,000
Feb 22	7,031,034	28	196,868,966
Mar 22	6,861,290	31	212,700,000
Apr 22	7,743,333	30	232,300,000
May 22	6,832,258	31	211,800,000
Jun 22	5,243,333	30	157,300,000
TOTALS	**AVG 6,723,742**	**365 DAYS**	**2,455,068,966**

Cost per 1,000 gallons = total proposed budget / the plant flows from the previous year (in this example the flows are from FY 21-22) - $4,810,000 / 2,455,068.966 = $1.9592 / 1000 gallons

[1] Less than or equal to $250,000 for projects that are not capital projects

Tri-Town Waterford Account
Chelsea Groton Bank

Balance 6/30/2022				2,043,943.37	
July Interest			129.92	2,044,073.29	
August Interest			147.85	2,044,221.14	
Sept. Interest			134.41	2,044,355.55	
Oct Interest			138.90	2,044,494.45	
Nov. Interest			134.43	2,044,628.88	
December Int			134.44	2,044,763.32	
Jan. Interest			134.41	2,044,897.73	
Feb Int			134.50	2,045,032.23	
March Interest			133.95	2,045,166.18	
April Interest			120.51	2,045,286.69	
May Interest			142.93	2,045,429.62	
June Withdrawl		(211,567.50)	121.15	1,833,983.27	63,000.00 Denitrification Repairs
Balance 6/30/23				1,833,983.27	73,121.25 FY 23 Prin and Interest
July Interest			124.61	1,834,107.88	75,446.25 FY 22 Prin and Interest
August Interest			124.62	1,834,232.50	
Sept. Int.			116.59	1,834,349.09	
Oct. Int.			128.66	1,834,477.75	
Nov. Interest			120.62	1,834,598.37	
Dec. Int			116.61	1,834,714.98	
Jan. Interest		(141,920.00)	123.68	1,692,918.66	Clarifier 1 and 2 Repairs
Feb.Int.			107.31	1,693,025.97	
March Int.		(310,600.00)	106.64	1,382,532.61	262,000.00 Clarifier 1 and 2 Repairs
					48,600.00 Main Generator Repairs
April		(18,123.60)	95.87	1,364,504.88	
May			92.46	1,364,597.34	
June 6/30/2024		(12,240.00)	82.90	1,352,440.24	
July			97.55	1,352,537.79	
August			88.69	1,352,626.48	
September			91.65	1,352,718.13	

October			91.66	1,352,809.79	
November		(38,019.00)	83.59	1,314,874.38	
December		(80,488.30)	89.68	1,234,475.76	
January		(18,587.67)	82.27		
		(96,124.00)		1,119,846.36	
February			68.72	1,119,915.08	
March		(141,537.66)	70.50		
		(28,555.95)		949,891.97	
April		(22,241.46)	61.68	927,712.19	
May		(92,085.08)	55.75	835,682.86	
June		(112,389.80)	50.62	723,343.68	
July			49.15	723,392.83	
August			45.98	723,438.81	
September		(70,796.25)	48.26	652,690.82	FY24 Debt Prin and Interest

Waterford's Captial Account Requirements

per Part V Section 2 of the Tri Town Agreement

Date	Min. Balance	2% Escalation Factor
October 2021	$ 1,000,000.00	
October 2022	$ 1,020,000.00	
October 2023	$ 1,040,400.00	
October 2024	$ 1,061,208.00	
October 2025	$ 1,082,432.16	
October 2026	$ 1,104,080.80	
October 2027	$ 1,126,162.42	
October 2028	$ 1,148,685.67	
October 2029	$ 1,171,659.38	
October 2030	$ 1,195,092.57	
October 2031	$ 1,218,994.42	
October 2032	$ 1,243,374.31	
October 2033	$ 1,268,241.79	
October 2034	$ 1,293,606.63	
October 2035	$ 1,319,478.76	
October 2036	$ 1,345,868.34	
October 2037	$ 1,372,785.71	
October 2038	$ 1,400,241.42	
October 2039	$ 1,428,246.25	
October 2040	$ 1,456,811.17	
October 2041	$ 1,485,947.40	

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Water Distribution System Emergency Capital Reserve

DEPARTMENT PRIORITY
3

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

Under the Waterford / New London Interlocal Water Agreement (W/NLIWA), Waterford water system users are customers of the City of New London Department of Public Utilities, and the Utility Commission does not receive user-based revenue to fund emergency repairs that meet the agreement's definition of Material costs. This request establishes a dedicated capital reserve for emergency water distribution system repairs that must be treated as Capital Improvements under the W/NLIWA. Water system failures are unpredictable and often require immediate response to protect public health and maintain service continuity. The reserve provides readily available capital funding for such events, reduces reliance on emergency appropriations, and avoids disruption to other approved capital projects

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

None, funding will be expended only for capital-eligible emergency repairs and not for routine maintenance.

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See included back up narrative and example material costs incurred by the Town since 2016.

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR		200,000	200,000	200,000	200,000	200,000
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**0**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**

Water Distribution System Emergency Capital Reserve

Waterford embarked on installing its water distribution system in the 1960's, prior to the installation of our wastewater system. The Town of Waterford owns the distribution system pipes and the City of New London owns the water supply within the system.

Under the current Waterford / New London Interlocal Water Agreement (W/NLIWA), all users of the municipal water system in Waterford are direct customers of the City of New London Department of Public Utilities, which operates and maintains the water distribution system on behalf of the Town. Consequently, the Utility Commission does not receive any user-based revenue.

Pursuant to the W/NLIWA, "Material," as applied to the cost or expense of a particular repair or maintenance activity, is defined as costs greater than or equal to $5,000, adjusted cumulatively by the Escalation Index as of April 1 preceding the adjustment date. The agreement further specifies that (i) the installation of more than three contiguous standard lengths of pipe is deemed Material regardless of cost, and (ii) the first $10,000 spent on Material costs or expenses is deemed not Material, with that amount also subject to escalation.

Using the ENR Construction Cost Index as prescribed by the W/NLIWA, the current Escalation Index is 3.13. This results in an adjusted Material cost threshold of $15,658, with the first $31,300 of Material costs deemed not Material. Under the W/NLIWA, any repair with costs exceeding these thresholds is required to be treated and funded as a Capital Improvement.

Waterford's distribution system has experienced 120 water main breaks since 2008, of those breaks 53 have occurred in the last 6 years. Construction costs have increased significantly over time; for example, a 20-foot length of 10-inch ductile iron pipe that cost approximately $150 in 1960 now costs approximately $975–$1,000. Given the age of the system and escalating material and labor costs, it is reasonable to expect that emergency repairs will more frequently meet the definition of Material costs.

This request establishes a dedicated capital reserve for emergency repairs to the water distribution system that qualify as Material costs. The reserve mitigates financial risk associated with unpredictable infrastructure failures and reduces reliance on emergency appropriations or disruption of other approved capital projects. Water distribution system failures are inherently unpredictable and often require immediate response to protect public health, maintain service continuity, and limit secondary damage. Having a designated reserve ensures that capital funding is immediately available when such events occur.

FIFTEEN ROPE FERRY ROAD   WATERFORD, CT 06385-2886

Town of Waterford

WATERFORD UTILITY COMMISSION
PO BOX 310
WATERFORD, CT 06385

BILLING FOR: PENINSULAR ROAD BRIDGE WATER MAIN REPLACEMENT
50% PROJECT TOTAL

BILL DATE: NOVEMBER 25, 2014

DESIGN & PERMITTING PHASE

Lenard Engineering Inc. — $ 9,600.00 - Acct # 33159 55300 $4,800.00

BIDDING PHASE

Lenard Engineering Inc. — $ 3,700.00 Acct # 33196-55300 - $1,850.00

CONSTRUCTION

B & W Paving & Landscaping LLC — $192,800.00 Acct # 21131-57759 - $96,400.00

INSPECTION

WUC Employee E. Machinski
85 Regular Hours
2 Overtime Hours — $ 3,081.25 - Acct 21131-51120 - 1,540.63

104,590.63

TOTAL PROJECT COST **$209,181.25**

50% PROJECT COST TO BE PAID BY NEW LONDON: $104,590.63

PLEASE REMIT PAYMENT TO:
Waterford Utility Commission
P. O. Box 310
Waterford, CT 06385

CITY OF NEW LONDON
Finance Department
181 STATE STREET
NEW LONDON CT 06320

REQUEST FOR PAYMENT

DEPARTMENT AND DIVISION BEING CHARGED:

PUBLIC UTILITIES/WATER

DATE PREPARED:

July 20, 2016

JUL 28 2016

VENDOR NAME: *Town of Waterford – Waterford Utility Commission*

ADDRESS: *15 Rope Ferry Road*
Waterford, CT 06385

VENDOR #

PROJECT #

P.O. # GMBA

ACCOUNT # 421.6801.468.33.99

IF MULTIPLE ACCOUNTS, PLEASE CODE ON INDIVIDUAL INVOICES

BANK CODE

CERTIFICATION OF DEPARTMENT HEAD

I CERTIFY THAT ITEMS OR SERVICES WHICH REQUIRE THIS PAY MENT WERE RECEIVED, COUNTED AND EXAMINED BY ME OR BY THE AGENT WHOSE SIGNATURE IS ON THE ATTACHED DELIVERY SLIP OR INVOICE. I FURTHER CERTIFY THAT ANY ITEMS OR SERVICES ARE AS ORDERED, ARE IN GOOD CONDITION AND REPRESENT PROPER EXPENDITURES FOR THIS DEPARTMENT.

AUTHORIZED SIGNATURE

NUMBER OF INVOICES ATTACHED	TOTAL AMOUNT OF INVOICES	FINANCE DEPARTMENT USE ONLY: A/P REVIEW	CHECK DATE	CHECK #
1	$ 15,900.00			

DOES THIS COMPLETE THIS P.O.? | | YES | | NO

ADDITIONAL COMMENTS: *Total bill 37,000/2 = $18,500 our share then deduct $2,600.00 from the bill for Waterford to pay half of Veolia labor charges --- WATER BUDGET*

Please include the attached documents with the check
Thanks

FY 2016

TOTAL AMOUNT OF CHECK: $

Recd 7/18/16

FIFTEEN ROPE FERRY ROAD

WATERFORD, CT 06385-2886

WATERFORD UTILITY COMMISSION
15 ROPE FERRY RD
WATERFORD, CT 06385

DATE: JUNE 30, 2016

CITY OF NEW LONDON
DEPARTMENT OF PUBLIC UTILITIES
120 BROAD STREET – FIRST FLOOR
NEW LONDON, CT 06320

ATTENTION: JOSEPH LANZAFAME

TO INVOICE FOR ONE-HALF OF THE TOTAL COST OF "URGENT RECONNECTION OF WATER MAIN ON FOG PLAIN ROAD TO BE PERFORMED PRIOR TO REPAVING OF FOG PLAIN."

COPY OF WATERFORD UTILITY COMMISSION PURCHASE ORDER #900405 ALONG WITH COPY OF INVOICE FROM B&W PAVING & LANDSCAPING LLC IS ATTACHED.

TOTAL COST OF PROJECT $37000.00

TOTAL THIS INVOICE FOR ½ OF TOTAL COST: **$18,500.00**

− 2,600.00

$ 15,900.00 — pay this amt pls

Inv for Fog Plain Rd

FY 2016

VEOLIA
WATER

INVOICE

New London, CT, City of
120 Broad Street
New London CT 06320
United States

Please Mail Remittance To:
Veolia Water North America
c/o VWNA #23654
23654 Network Place
Chicago IL 60673
United States

Invoice #:	Invoice Date:	Payment Terms:	Project #:	Customer #:	Customer PO:
00058938	6/23/16	Net 60	C00000002020800	0000000283	

To provide labor support for the Fog Plain Road water main repair.

Qty	UOM	Description	Unit Price	Total
1.0000	EA	Labor Support	5,200.0000	5,200.00

Total Amount Due (USD): **5,200.00**

EFT/ACH Instructions -
Bank Name: JP Morgan Chase
c/o: Veolia Water North America
Bank Address: 131 S. Dearborn - 6th Floor, Chicago, IL 60603
Account #: 727111544
ABA: 071000013
Swift Code: CHASUS33

5,200.00 ÷ 2 =
$2,600.00

Please mail this to
Waterford with check

Please make checks payable to Veolia Water North America and return this portion along with your remittance.

Thank you.

New London, CT, City of
120 Broad Street
New London CT 06320
United States

Invoice: 00058938
Invoice Date: 2016-06-23
Invoice Amount: 5,200.00

Veolia Water North America
c/o VWNA #23654
23654 Network Place
Chicago IL 60673

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Change Order
P.O. # FY16 / 900405

Change #	2
Date	06/14/2016
Vendor	8791

Order From:
B & W PAVING & LANDSCAPING LLC
PO BOX 70
MYSTIC, CT 06355

B & W PAVING & LANDSCAPING LLC Fax: (860) 536-5833

Deliver To:
Hartford Road Complex
1000 Hartford Rd
Waterford, CT 06385-4032

Hartford Road Complex Tel. (860) 444-5864

F.O.B.	SHIP VIA	TERMS	CUSTOMER #	ORDERED FOR
Shipping Point		No Terms		Water Main Repair

ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	Idisbursement line changed	1.00		$0.00	$0.00
1	Urgent Reconnection of Water Main on Fog Plain Road to be performed prior to repaving of Fog Plain. Cost of job to be split 50-50 by Waterford and New London.	1.00	EACH	$12,000.00	$12,000.00
C.O. 1	Change Order needed for connection and extension of service that was unanticipated.	1.00		$25,000.00	$25,000.00

Accounting Distributions

Account Number	Account Description	Amount	Freight	Total
33195-55301-300-060-31-00-95	WATER SYSTEM IMPROVEMENTS	0.00	0.00	0.00
33196-55300-300-060-31-00-96	WATER MAIN EXTENSIONS	37,000.00	0.00	37,000.00
	Total Distributions	$37,000.00	$0.00	$37,000.00

Messages:
PURCHASE ORDER NUMBER must appear on all related correspondence, shipping papers and invoices.
VENDORS: Please read terms and conditions under which this order is issued available on the web site www.waterfordct.org under Purchasing Documents.

SUBTOTAL	$37,000.00
DISCOUNT	$0.00
FREIGHT	$0.00
TOTAL	$37,000.00

Page 1 of 1

VENDOR

Authorized Signature: Kate Rotella

Authorized Signature:

$ 18,500.00

New London Public Utilities

15 Masonic Street
New London, CT 06320

Phone: (860) 447-5221
Fax: (860) 701-7693
E-mail: jlanzafame@newlondonct.org

Statement Quinley Way Water Break

Statement #: 10/20/2025
Date: October 20, 2025
Customer ID: Town of Waterford

Bill To: Jill Stevens
Town Of Waterford
1000 Hartford Turnpike
Waterford, CT 06385

Date	Type	Description	Quantity	Unit Cost	Amount
10/20/2025		**Quinley Way Water Break**	**1**	**$110,721.20**	**$ 110,721.20**

Reminder:

Terms: Balance due in 30 days.

REMITTANCE

Customer Name:	Waterford Utilities
Customer ID:	Town of Waterford
Statement #:	10/20/2025
Date:	October 20, 2025
Amount Due:	$110,721.20
Amount Enclosed:	

Please mail check to the following:

City of New London - W&WPCA
Attn: Joseph Lanzafame
15 Masonic Street
New London, CT 06320

Site 11768
NON-PO

BLUE LINE
TRAFFIC SERVICE, LLC

Invoice

Blue Line Traffic Service
Taking care of what really matters

Date: July 27, 2025
Invoice #: 480
Customer ID: Veolia

To:
Veolia - Site 11768
100 Trumbull Road
New London, CT 06320
attn: Keith Browne (860)389-8977

Full payment due at receipt of services. A finance charge of 1.5% will be charged monthly or 18% annually to outstanding balances. In the event of non-payment, the cost of collection including attorney fees will be added to unpaid balances. Governed by CT State Laws.

Date	Location	Staff	Hours	Slip	Rate	Line Total
7/19/2025	Connshire/Quinley Emergency Repair	Burdick	9	3225	$ 97.50	$877.50
7/19/2025	Connshire/Quinley Emergency Repair	Reichard	9	3224	$ 97.50	$877.50
7/19/2025	Connshire/Quinley Emergency Repair	Mennino	6	2855	$ 97.50	$585.00
7/19/2025	Connshire/Quinley Emergency Repair	Gouveia	6	3293	$ 97.50	$585.00
7/20/2025	Connshire/Quinley Emergency Repair	Mennino	10	2856	$ 97.50	$975.00
7/20/2025	Connshire/Quinley Emergency Repair	Gouveia	10	3314	$ 97.50	$975.00
7/21/2025	Connshire/Quinley Emergency Repair	Nott	8	4821	$ 97.50	$780.00
7/21/2025	Connshire/Quinley	Reichard	8	3226	$ 65.00	$520.00
7/21/2025	Connshire/Quinley	Kenney	8	1904	$ 65.00	$520.00
7/22/2025	Connshire/Quinley	Bunkley	9	3547	$ 65.00	$585.00
7/22/2025	Connshire/Quinley	Mennino	9	2858	$ 65.00	$585.00
7/19/2025	Advanced warning signs & cones		1		$150.00	$150.00
7/20/2025	Advanced warning signs & cones		1		$150.00	$150.00
7/21/2025	Advanced warning signs & cones		1		$150.00	$150.00

Subtotal $8,315.00
TAX EXEMPT
Total **$8,315.00**

Make all checks payable to Blue Line Traffic
Electronic Payment Account: 385030562330 Routing Number: 011900254
Thank you for your business!
35 Guthrie Pl, New London, CT 06320, 860-910-2710, Alison@bluelinetraffic.com

XL

S/E 7/29

8/4
DS

PETER S TURELLO LLC
P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO: **Invoice**

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Site 11768
NON - PO

Date:	8/5/2025
Invoice #:	25550

P.O. No.	Terms
Site ID: 11768	Net 30

Description	Qty	Unit	Rate	Amount
For the completion of emergency services to reconstruct approximately 600; x 15' of roadway from water main break from Latimer Ct to Connshire Dr on Quinley Way, Waterford, CT.				
7/21/25 - Mobilization, CBYD, Layout				
Labor	1	ls	1,158.00	1,158.00
quipment	1	ls	6,238.00	6,238.00
rucking	1	ls	960.00	960.00
Materials (Diamond Blade, 1,200 lf sawcutting)	1	ls	807.00	807.00
7/22/25 - Sawcutting, Mobilization, Excavation, Compaction				
Latimer Ct intersection				
Labor	1	ls	2,427.00	2,427.00
Equipment	1	ls	3,843.00	3,843.00
Trucking	1	ls	960.00	960.00
Water Truck	1	ls	600.00	600.00
Materials (including dumping fees)	1	ls	1,314.00	1,314.00
7/25/25 - Excavate, Install Base, Compact				
Quinley Way, Latimer to Connshire				
Labor	1	ls	2,296.00	2,296.00
Equipment	1	ls	496.00	496.00
Trucking	1	ls	1,920.00	1,920.00

Subtotal	
Sales Tax (6.35%)	
Total	
Payments/Credits	
Balance Due	

****Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer****

1 of 3

8/8

DS

WTR PT

.ER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO:

Invoice

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Date: 8/5/2025

Invoice #: 25550

	P.O. No.	Terms
	Site ID: 11768	Net 30

Description	Qty	Unit	Rate	Amount
Materials (including dumping fees)	1	ls	3,492.00	3,492.00
7/28/25 - Quinley Way & Connshire Dr Intersection				
Labor	1	ls	1,475.00	1,475.00
Equipment	1	ls	310.00	310.00
Trucking	1	ls	1,200.00	1,200.00
Materials (including dumping fees)	1	ls	732.00	732.00
7/29/25 - Quinley Way & Laitmer to Driveway				
Excavate, grade, remove curb, inspect catch basins (no damage to catch basins)				
Labor	1	ls	2,936.00	2,936.00
Equipment	1	ls	15,732.00	15,732.00
Trucking	1	ls	1,920.00	1,920.00
Materials (including dumping fees)	1	ls	1,200.00	1,200.00
7/30/25 - Excavate and grade Connshire Dr & Latimer Intersections, Binder Latimer to Connshire Dr				
Demobilize excavating equipment				
Labor	1	ls	3,303.00	3,303.00
Equipment (including water truck)	1	ls	1,981.00	1,981.00
Trucking	1	ls	3,840.00	3,840.00
Materials (including dumping fees)	1	ls	13,806.71	13,806.71

Subtotal	
Sales Tax (6.35%)	
Total	
Payments/Credits	
Balance Due	

****Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer****

2 of 3

, ER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO:

Invoice

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Date:	8/5/2025
Invoice #:	25550

P.O. No.	Terms
Site ID: 11768	Net 30

Description	Qty	Unit	Rate	Amount
7/31/25 - Latimer to Connshire Dr top course,				
Demobilize paving equipment				
Labor	1	ls	2,972.00	2,972.00
Equipment (including water truck)	1	ls	1,096.00	1,096.00
Trucking	1	ls	3,840.00	3,840.00
Materials	1	ls	12,778.59	12,778.59
8/1/25 - Curb, Loam/Seed, Demobilize				
Labor	1	ls	2,936.00	2,936.00
Equipment	1	ls	496.00	496.00
Trucking	1	ls	1,680.00	1,680.00
Materials	1	ls	770.90	770.90
Crackfilling	1	ls	890.00	890.00

A FINANCE CHARGE of 1.5% will be applied to the portion of the previous balance outstanding for more than 30 days. This is an annual percentage rate of 18.0%. COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES WILL BE ADDED TO ACCOUNTS REFERRED FOR COLLECTION.

Subtotal	$102,406.20
Sales Tax (6.35%)	$0.00
Total	$102,406.20
Payments/Credits	$0.00
Balance Due	$102,406.20

Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer

3 of 3

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Plastic Water Service Replacement Project

DEPARTMENT PRIORITY
4

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

This project began in the spring of 2023 with a goal to replace all of the plastic water services (PWS) prior to DPW paving the roads. There are approximately 7900 water services in Town, many of which are plastic and have exceeded their useful life resulting in unaccounted for water loss and degradation to the Town roads. Within the DPW FY27 list of roads scheduled to be paved there are over 130 water services that require evaluation, once determined which services are plastic the Utility Commission will replace them with a copper service line. A majority of this work is being conducted by Utility Commission staff.

2 PROJECT STATUS IF IN PROGRESS

To date over 1150 services lines have been investigated to determine material type. Of those 679 service lines were vac excavated to confirm material type, and 247 existing plastic water services have been replaced totaling 5,579 LF of plastic water service line replaced with copper.

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

DPW Roads Paving Project

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

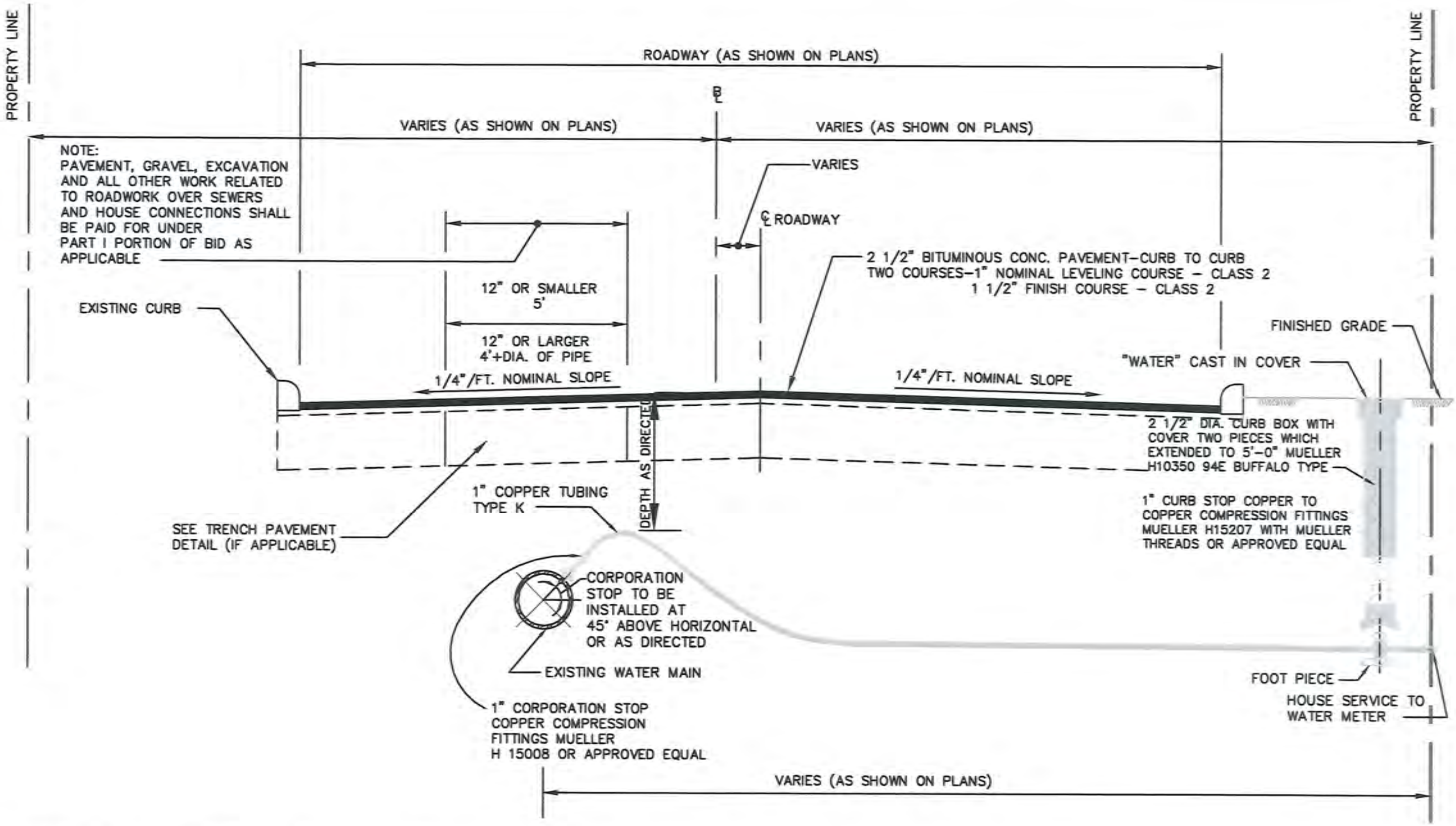
6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

An average cost to replace these lines is $4,100 depending upon length and location.

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital	500,000					
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR	931,000	200,000	200,000	200,000	200,000	200,000
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**1,431,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**

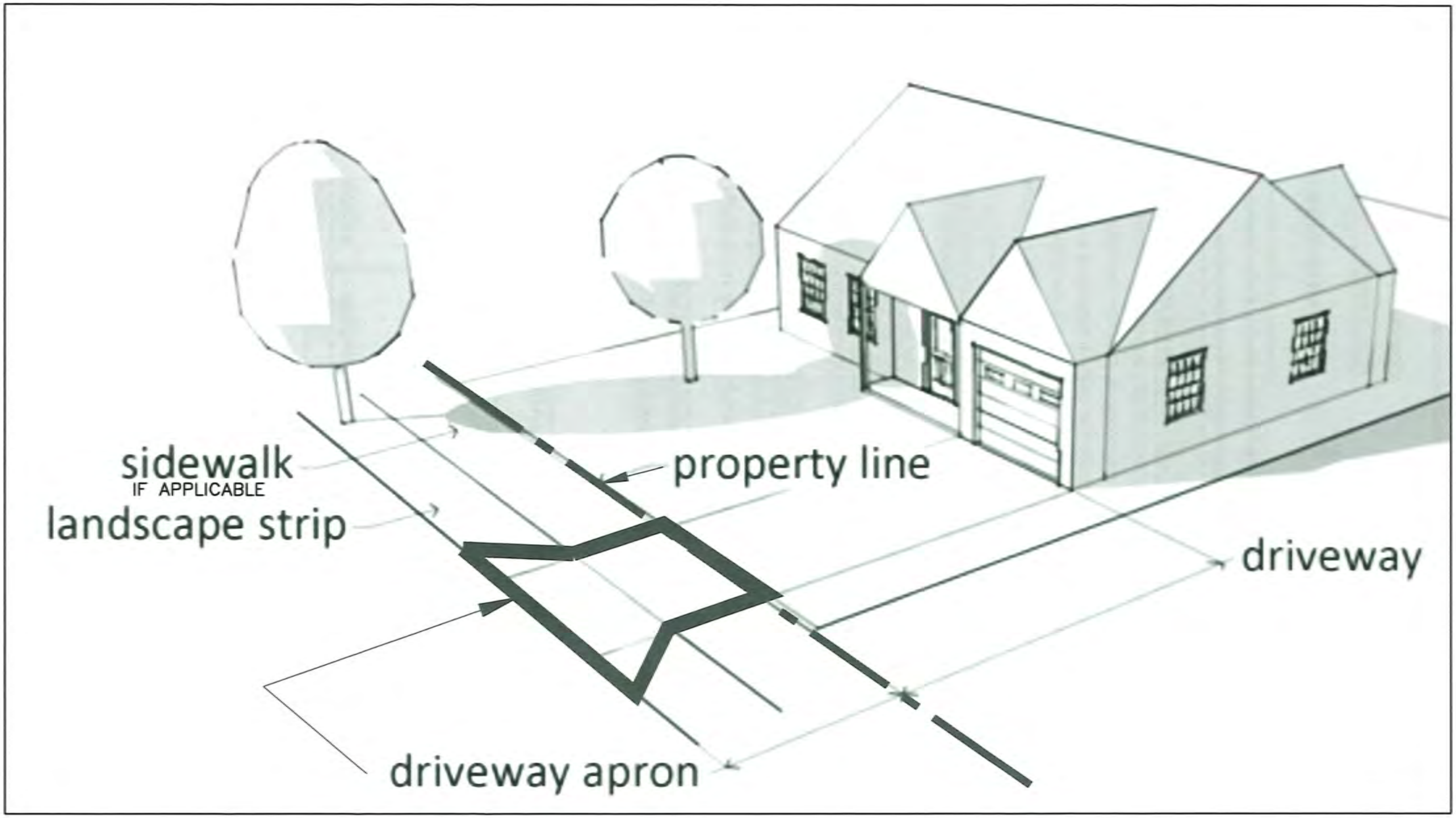
Examples of newly laid copper services



WATER SERVICE CONNECTION DETAIL IN TYPICAL ROADWAY CROSS SECTION

NOT TO SCALE

WATERFORD UTILITY COMMISSION TOWN OF WATERFORD, CT	WATERFORD UTILITY COMMISSION	DETAIL:
		DATE: MAR 2023



TYPICAL DRIVEWAY APRON SCHEMATIC

NOT TO SCALE

WATERFORD UTILITY COMMISSION TOWN OF WATERFORD, CT		DETAIL:
		DATE: JUN 2023

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Cross-Country Sewer Main Access

DEPARTMENT PRIORITY
5

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

The goal of this project is to obtain readily available access to all cross-country sewer mains. Accessibility is crucial in order to conduct a full assessment evaluation and to provide timely access to conduct immediate or corrective repairs to the sewer main or structures. The goal of this project is to recreate the original easement access area or create alternate access points to all areas that are not within paved roadway areas. Funds were granted for the Contract #1 easement area in 2023, this request is to continue the access program to the remaining cross country easement areas.

2 PROJECT STATUS IF IN PROGRESS

Construction on Contract 1 access began on December 10, 2025 and is anticipated to take 5 months.

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

Accessibility will allow pipeline evaluation crew to conduct our sewer system evaluation survey and create the ability to access the pipeline and manholes in the event of an emergency

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

Minimal impact on operational budget, however, accessibility will allow staff to conduct routine and emergency repairs in a timely manner, in lieu of creating access on a emergency basis which will be far more costly and greatly reduce the potential of adverse environmental impact.

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

See back up material

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital	250,000	200,000	200,000	200,000	200,000	200,000
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR	200,000					
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**450,000**	**200,000**	**200,000**	**200,000**	**200,000**	**200,000**

Cross Country Sewer Main Access Project

Sewer mains collect wastewater from our Town's parcels and convey this wastewater to downstream pumping stations via a vast network of piping and pumping stations to a point terminating at the Main pumping station, which then conveys the wastewater to the regional treatment facility in New London. Of the Town's 150 miles of sewer piping, approximately 15.6 miles lie within cross-country easement areas, which are outside of roadways. Many of these sewer mains traverse through heavily wooded cross-country easement areas, which are becoming more challenging to access. Accessibility is crucial in order to conduct a full assessment evaluation and to provide timely access to conduct immediate or corrective repairs to the sewer main or structures. The goal of this project is to recreate the original easement access area or create alternate access points.

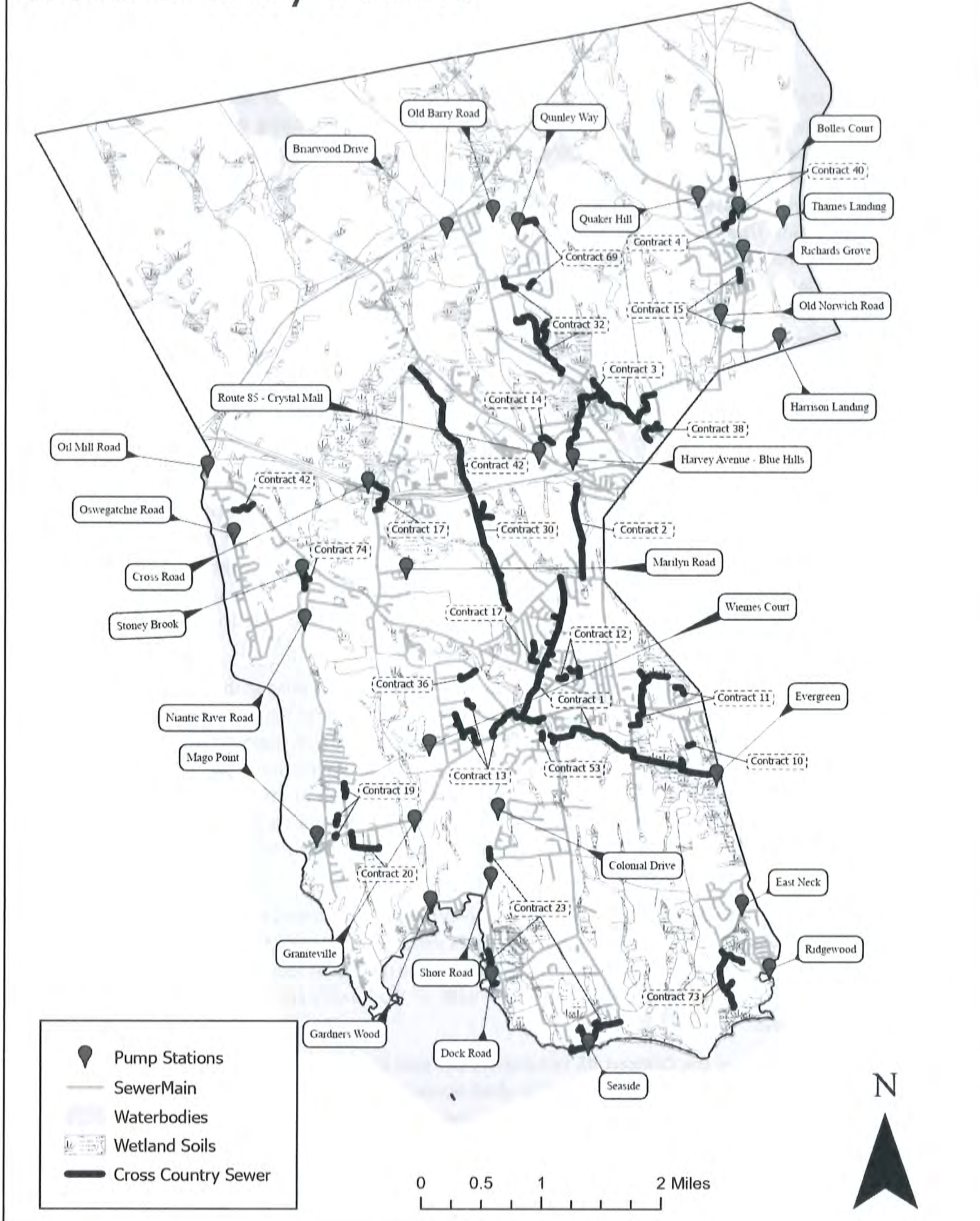
Contract #1 was the Town's very first sewer construction project, which began in 1970. This project entailed the installation of approximately 13,000 linier feet of sewer main. A Special Appropriation in the amount of $250,000 for engineering services was appropriated for the Contract #1 Sewer Main Access project in 2023. Survey work to identify the Contract #1 easement area, manholes, intersecting property lines, and other utilities within the easement area commenced in October of 2023 and was completed in the spring of 2024. Final design package acceptance for contractor bid solicitation and construction for Phase One of the restoration project was granted by the Utility Commission at the November 2024 meeting. Bids were solicited in August of 2025 and the contract was awarded to Advance Resources, LLC in October of 2025; construction on Phase One began on December 10, 2025 and is anticipated to take 5 months.

Phase one encompasses the southern section of the interceptor beginning at the intersection of Great Neck Road and Rope Ferry Road to the end of the interceptor at Evergreen Avenue Pump Station. Phase two which encompasses the northern section of the interceptor from Boston Post Road to Great Neck Road requires the acquisition of additional easements to gain access to the interceptor during restoration and for the Utility Commission staff in the future. Splitting the project into two Phases allows restoration work to begin while easements are procured, so that once Phase one is complete easements will be in place and Phase two can begin shortly thereafter.

Many of the Town's easement area will require surveys to delineate boundaries, identify wetland soils and engineering services to design access travel surfaces based upon the survey findings. It has been the intent of the Utility Commission to establish a multi-year request necessary to fund the survey, engineering and reconstruction of each of the Town's cross-country sewer main easement areas.

Upon completion of the Contract #1 restoration, our goal is to continue to other major cross-country easement areas, Contract # 2 and 3, which possess many of the same land characteristics as Contract #1. A map depicting all of our cross-country areas is attached.

Cross Country Sewers



FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

Town of Waterford

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

July 24, 2023

Mr. James Bartelli - Director
Waterford Utility Commission
1000 Hartford Turnpike
Waterford, CT 06385

RE: Notice of Approval: Inland Wetland Permit #C-23-03

Dear Mr. Bartelli,

At a meeting held on July 13, 2023 the Waterford Conservation Commission approved with conditions the above referenced permit for vegetation clearing, temporary machinery access, inspection and maintenance activities within inland wetlands along municipal sewer utility easements, Waterford, CT.

Attached is the signed permit for your records.

If you have any questions, please feel free to call me at 860-444-5826.

Sincerely,

Maureen FitzGerald
Environmental Planner

attachment

cc: Jill Stevens, Assistant Director (digital copy)

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

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

WATERFORD CONSERVATION COMMISSION
<u>INLAND WETLANDS & WATERCOURSES PERMIT #23-03</u>
Vegetation Clearing, Inspection & Maintenance
of Municipal Sewer Utilities within Easements
Issued to the Waterford Utility Commission

The Waterford Conservation Commission, in their capacity as the Town's Inland Wetland Agency, hereby authorizes the Waterford Utility Commission to conduct regulated activities in designated wetland areas of existing sewer utility easements subject to jurisdiction in accordance with CT General Statutes, Section 22a-36 through 22a-45, inclusive, as amended, and the Waterford Inland Wetlands and Watercourses regulations.

Regulated activities authorized include:

1. Cutting of vegetation in wetlands and adjacent upland areas within sewer easement areas to clear a 20 foot wide vehicle access for purposes of inspection and maintenance of the existing municipal sewer. Vegetation to be cut by machine-mounted mowers or manually where flooded conditions do not allow machinery access.

2. Temporary machinery access through and over inland wetlands and watercourses within municipal sewer easement areas to access sewer manholes for inspection and repair.

3. Placement of temporary crossings including temporary plates, timbers, slash, corduroy or mats to minimize disturbance to inland wetlands and watercourses.

4. Minor repair of sewer manholes and utility lines to prevent infiltration of ground and surface water and correct system failures detected during the inspection. Minor repair work includes excavation of soils, installation of temporary erosion and sediment controls and de-watering basins, temporary discharge of sediment-free de-watering waters, and restoration of wetland substrate conditions.

These regulated activities are associated with maintenance practices and repairs for the Town of Waterford municipal sewer system as described in the application dated June 20, 2023. The Conservation Commission attaches the following conditions to minimize impacts to inland wetlands and watercourses associated with the proposed inspection and maintenance activities:

<u>SPECIAL CONDITIONS:</u>

1) All maintenance and repair activities conducted under this authorization shall be reported no later than <u>7 days prior</u> to the planned initiation of the activity to the Conservation Commission's agent for a determination of consistency with the terms of this permit. Limits of disturbance shall be identified and marked in the field. Erosion and sediment control and de-watering measures, and measures to restore wetland soils, grades and

wetland vegetation shall be identified prior to the start of work in any wetland or watercourse resource.

2) Regulated activities identified to be outside the scope of this authorization will require submission of an individual permit application to the Conservation Commission for approval. The permanent obstruction, diversion or alteration of wetlands and watercourse resources is not herein authorized.

3) In areas of flooded or saturated soil conditions, the use of machinery shall be restricted and vegetation removal conducted manually to protect wetland and surface flow patterns. Where temporary disturbance from machinery access occurs in wetlands or watercourses, the wetland substrate and surface flows are to be restored to pre-existing conditions upon completion of the maintenance activity.

4) The crossing of wetlands and watercourses with machinery shall be temporary and accomplished with minimal disturbance to wetlands and streambed substrates. Use of best management practices for temporary stream crossings, wetland protection and erosion control shall be incorporated into the inspection and maintenance program. These practices shall comply with the State of Connecticut Forest Practices Regulations.

5) Upon completion of machinery access and required repairs to the utility, all temporary wetland and watercourse crossing devices shall be removed, and the wetland and watercourse substrate and surface flows shall be restored to pre-existing grades. The permanent obstruction, diversion or alteration of wetlands and watercourse resources is not herein authorized.

6) A representative of the Utility Commission shall schedule a site inspection with the Commission's agent following completion of the maintenance activity within each sewer easement area to review wetlands and watercourses traversed by the inspection activity. Where required and as directed by the Commission's agent, corrective measures to restore grade, stabilize exposed soils and control potential erosion shall be immediately implemented.

7) The Waterford Utility Commission shall be responsible for ensuring the terms and provisions of this permit are adhered to, including the implementation of pollution prevention and best management practices, installation of erosion and sediment controls and restoration of temporary disturbance areas.

All work and all regulated activities conducted pursuant to this authorization shall be consistent with the terms and conditions of this permit. Any structures, excavation, fill, obstructions, encroachments or regulated activities not specifically identified and authorized herein shall constitute a violation of this permit and may result in permit modification, suspension or revocation.

In the event that any additional wetland or watercourse regulated activities are required as a result of other agency permitting to support the proposed activity, the Waterford Conservation Commission reserves the right to reconsider the proposed regulated activity and may require modifications to minimize the impact to wetland resources.

In evaluating this application, the Commission has relied on information provided by the applicant. If such information subsequently proves to be false, incomplete and/or inaccurate, this permit shall be modified, suspended or revoked.

This permit shall be valid for a period of 5 years. Permit extensions may be authorized in accordance with CT General Statutes § 22a-36 through 22a-45 inclusive. If the regulated activity is not completed within this time frame, the permit may be held to be invalid by the Conservation Commission and the applicant may be required to petition the Commission for an extension or re-issuance of the permit. The Commission may require the applicant to furnish additional information at that time.

The Conservation Commission renders this Summary Ruling in accordance with the Waterford Inland Wetlands and Watercourses Regulations based on the following considerations:

A. The proposed activity is necessary for maintenance and inspection of the public sewer utility lines and protection of surface and groundwater quality.

B. The proposed method of vegetation removal and machinery access does not pose long-term adverse impacts to the wetlands and watercourses within or adjacent to the sewer easement. Temporary disturbance to wetland substrates will be restored to grade

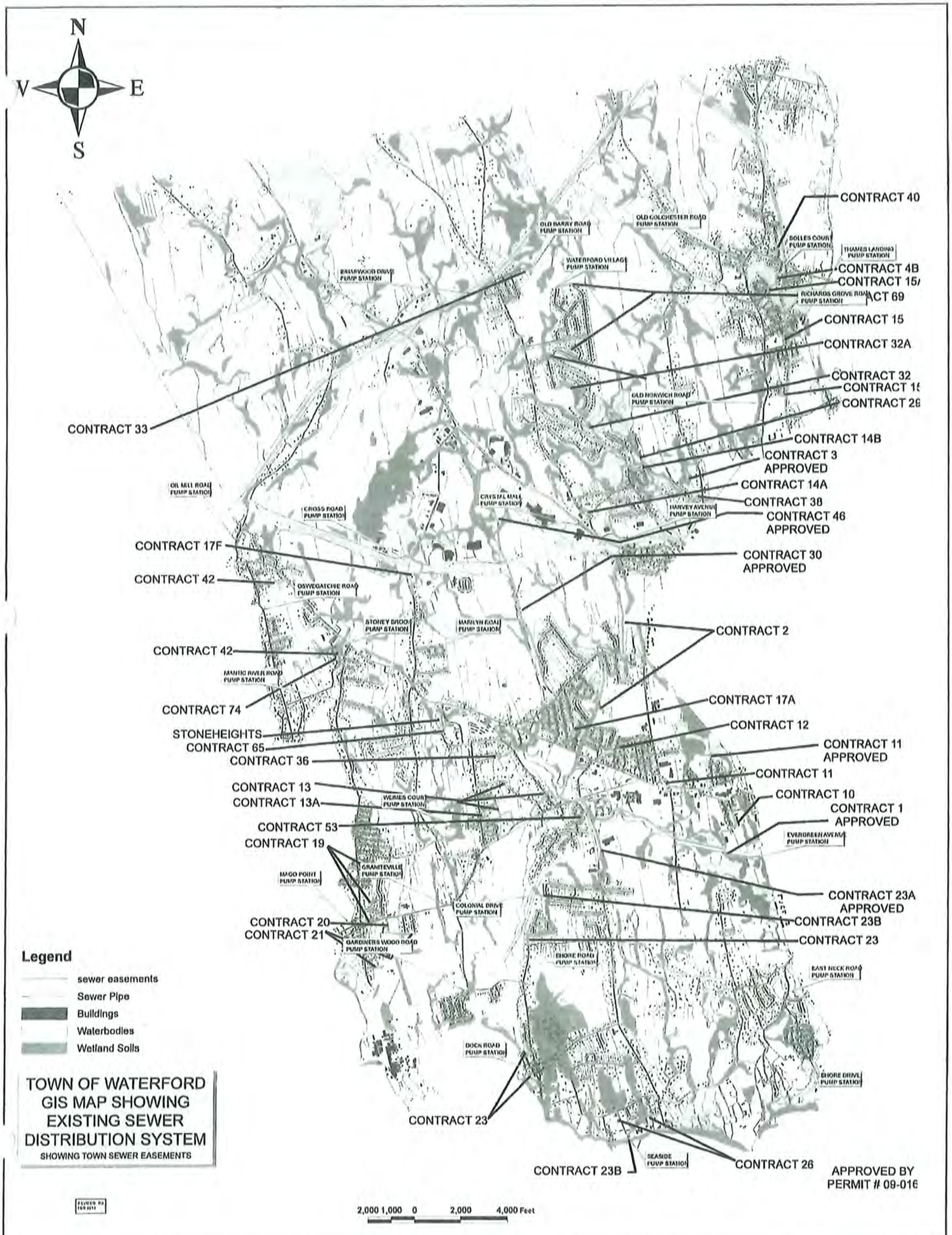
C. Strict adherence to the terms and conditions imposed with this permit will protect the quality of wetlands and surface waters on this property.

This permit will be strictly enforced. If the Conservation Commission finds that the applicant has not complied with the permit conditions or has exceeded the scope of this permit as set forth herein, or, if the intended use of the general site is not as represented by the application or the plan of record, the Commission may suspend or revoke this permit, direct the Environmental Officer to issue a cease and desist order, require the applicant to modify, extend or revise the site work, or require the applicant to restore the area to its original condition.

Dated: July 13, 2023

Issued By: R.F. Muckle

Chairman, Richard Muckle
Waterford Conservation Commission


N
E
S
CONTRACT 40
OLD BARRY ROAD PUMP STATION
OLD COLCHESTER ROAD PUMP STATION
BOLLES COURT PUMP STATION
THAMES LANDING PUMP STATION
WATERFORD VILLAGE PUMP STATION
BRIARWOOD DRIVE PUMP STATION
CONTRACT 4B
CONTRACT 15
RICHARDS GROVE ROAD PUMP STATION
ACT 69
CONTRACT 15
CONTRACT 32A
CONTRACT 32
CONTRACT 1
CONTRACT 2
OLD NORWICH ROAD PUMP STATION
CONTRACT 33
CONTRACT 14B
CONTRACT 3 APPROVED
OIL MILL ROAD PUMP STATION
CONTRACT 14A
CROSS ROAD PUMP STATION
CRYSTAL MALL PUMP STATION
CONTRACT 38
HARVEY AVENUE PUMP STATION
CONTRACT 46 APPROVED
CONTRACT 17F
CONTRACT 30 APPROVED
CONTRACT 42
OSWEGATCHIE ROAD PUMP STATION
STONEY BROOK PUMP STATION
MARILYN ROAD PUMP STATION
CONTRACT 2
CONTRACT 42
NIANTIC RIVER ROAD PUMP STATION
CONTRACT 74
CONTRACT 17A
STONEHEIGHTS
CONTRACT 65
CONTRACT 36
CONTRACT 12
CONTRACT 11 APPROVED
CONTRACT 11
CONTRACT 13
CONTRACT 13A
WEBIES COURT PUMP STATION
CONTRACT 10
CONTRACT 1 APPROVED
CONTRACT 53
EVERGREEN AVENUE PUMP STATION
CONTRACT 19
GRANITEVILLE PUMP STATION
MAGO POINT PUMP STATION
CONTRACT 23A APPROVED
COLONIAL DRIVE PUMP STATION
CONTRACT 23B
CONTRACT 20
CONTRACT 21
GARDINERS WOOD ROAD PUMP STATION
CONTRACT 23
SHORE ROAD PUMP STATION
EAST NECK ROAD PUMP STATION
Legend
sewer easements
Sewer Pipe
Buildings
Waterbodies
Wetland Soils
DOCK ROAD PUMP STATION
SHORE DRIVE PUMP STATION
TOWN OF WATERFORD
GIS MAP SHOWING
EXISTING SEWER
DISTRIBUTION SYSTEM
SHOWING TOWN SEWER EASEMENTS
CONTRACT 23
CONTRACT 23B
SEASIDE PUMP STATION
CONTRACT 26
APPROVED BY PERMIT # 09-016
2,000 1,000 0 2,000 4,000 Feet

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Vauxhall Street Water Tank Rehab & Management

DEPARTMENT PRIORITY
6

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

The Vauxhall Street Water tank, a 300,000 gallon elevated spheroid tank was put into service in 1973 and rehabilitated in 2003, it serves the high service area in Waterford together with the Fargo Road Tank. A recent condition assessment performed by USG Water identified several areas of concern related to the tank coating and structural condition, including a pinhole leak in the fill pipe. Just as the Fargo Road Tank required refurbishment to preserve the Town's significant investment in its infrastructure, the Vauxhall Tank refurbishment cost can be spread out over the next three fiscal years. This plan enables the tank to be refurbished and enrolled in the Water Tank Asset Management program to protect its investments in FY27.

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

None. The tank is operated by the City of New London under the current Inter-local water agreement.

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

State Revolving Funds may be available depending upon the project's ranking status

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

A cost estimate and condition assessment are attached.

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital		290,847	290,847	290,847	29,806	30,892
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR						
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**0**	**290,847**	**290,847**	**290,847**	**29,806**	**30,892**

WATERFORD CT

WATER STORAGE TANK ASSET MANAGEMENT PROGRAM BY USG WATER SOLUTIONS

12/3/2025

USG WATER
SOLUTIONS

VAUXHALL TANK NEEDS A LONG TERM SOLUTION

PAST MUNICIPAL APPROACH

- REACTIVE AND **NOT** PROACTIVE
- SPORADIC INSPECTIONS
- OPERATION TO FAILURE ON COATINGS
- INCONSISTENT BUDGET FOR TANKS
- LACK OF MAINTENANCE, REPAIR, CLEANINGS
- RELIANCE ON CONSULTING ENGINEER FOR RECOMMENDATIONS
- RISK PLACED FULLY ON CITY

USG WATER SOLUTIONS

EXECUTIVE SUMMARY

Our Tank Asset Maintenance Program is a **long term** agreement that provides significant value advantages over traditional tank maintenance methods – or costly replacement

What we perform

Renovation & Maintenance

All future renovations and required maintenance are included.

Annual Condition Assessment

Annual inspection and engineering services related to the tank are included.

Emergency repairs

Emergency repair and services are included

Your benefits

TRANSFERS maintenance risk to USG Water Solutions

Everything is covered that is considered tank appurtenance

PROVIDES predictable budget

and cost certainty with **consistent annual fees** eliminating unplanned expenditures

EXTENDS the life of your tank assets

Potentially indefinitely

KEEPS your water tank compliant

with applicable safety and sanitary regulations

And get it with the Industry Leader in SAFETY



Who's Utilizing USG Tank Asset Management?

Over 85 Tanks in New England

- Southington CT
- Lakeridge CT
- Connecticut Water Company, CT
- Charlotte Hungerford Hospital, CT
- Quonset RI
- Westerly RI
- Dartmouth MA
- New Bedford MA
- Fairhaven MA
- Foxborough MA
- Millis MA
- Canton MA
- Kingston MA
- Bar Harbor ME
- Champlain Water District VT
- Burlington VT

Vauxhall Tank 25 Year Financial Comparison

	Without Maintenance Program		With USG Water Cost Spread + Maintenance Program	
2026	IFB Rehab = Total interest on 20Yr bond @4.5% = Engineer Fees @ 20%= Total for rehab only via IFB:	$816,000 $422,981 $163,200 $1,402,181	$290,847 - Tank Rehab	3 Year Spread on Tank Rehab & Maintenance Program costs
2027			$290,847	
2028			$290,847	
2029			$29,806	
2030			$30,862	
2031			$31,954	
2032			$33,085	
2033	Repairs?	$$$??	$34,257	Our Maintenance Program Includes: Repairs, Inspections, Washouts, Cleanings, Touchups, and Future Renovations
2034	Inspections?	$$$??	$35,469	
2035	Tank Washouts?	$$$??	$36,725	
2036	Exterior Cleaning?	$$$??	$38,050- Exterior Coatings Renovation	
2037	Coatings Touchups?	$$$??	$39,381	
2038			$40,764	
2039			$42,197	
2040			$43,683	
2041			$45,222	
2042			$46,814	
2043			$48,463	
2044			$50,168	
2045			$51,933	
2046			$53,760 – Exterior & Interior Coatings Renovation	
2047	Failure Rehab est. for 2047= Bonds? Engineer Fees?	$1,787,956	$55,657	
2048			$57,625	
2049			$59,671	
2050			$61,799	
Total$	$3,190,137		$1,840,846	

Results

- USG Water Solutions can renovate and maintain Vauxhall Tank for much less than the cost of run to failure or replacement.
- In 25 years, our program is estimated to save Waterford over $1.3 Million Dollars through proactive care and maintenance of the Vauxhall Tank.
- We offer the ability to spread renovation payments over three years.
- Improved water quality, safety, and extended life of assets.
- A transparent, budgetable fee to maintain your tank – no more surprises.
- Annually renewing contract that can be cancelled at any time.

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Rt 85 Wastewater Pump Station Power Conversion

DEPARTMENT PRIORITY
7

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

This station's electric power and stand by power is provided by the Crystal Mall, which has recently been purchased by Electric Boat. It is the intent of the Commission to be responsible for the commercial and standby power to this pumping station in order to assure reliable service from the electrical components and provide proper maintenance of the emergency standby power source.

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

The Wastewater Enterprise Fund would be impacted by acquiring the electricity charges and maintenance of a new generator

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

A previous costs evaluation is attached. The estimated costs represented was derived from utilizing the Construction Costs Index

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR		526,750	526,750			
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	0	526,750	526,750	0	0	0

Route 85 Wastewater Pump Station

Route 85 Wastewater Pumping Station Manway

Route 85 Wastewater Pump Station power supply cabinet from Crystal Mall to the Station

Wright-Pierce **MEMORANDUM**

TO:	Neftali Soto, P.E., Jim Bartelli Waterford Utility Commission	**DATE:**	November 12, 2007
FROM:	Chris Pierce	**PROJECT No.:**	10232Q
SUBJECT:	Crystal Mall Pump Station Improvements		

At the request of the Waterford Utility Commission, Wright-Pierce developed a preliminary project cost for improvements to the Crystal Mall Pump Station. Based on information provided by WUC staff, a proposed mall to be constructed along Route 85 would like to discharge to the Crystal Mall pump station. While the existing pump station has sufficient pumping capacity to handle the additional flow, another of other pump station operation and maintenance issues have been identified. These issues will be aggrevated by the additional flows from the proposed mall. The issues identified by the WUC staff include:

- The existing station receives normal power from the Crystal Mall. No separate service or meter is provided at the pump station.
- The existing station receives emergency power from the Crystal Mall. The emergency generator is owned, operated and maintained by the Crystal Mall.
- The station has problems with grease accumulation in the wetwell. The connection of an additional retail facility with restaurants will likely increase the amount grease discharged to the station.
- The rags and debris that enter the wetwell pass through a manually-cleaned strainer basket. The strainer basket fills with debris quickly and then any additional debris overflows into the wetwell contributing to pump clogging problems. The debris seen is typical for a retail establishment pump station. The addition of more retail flows are expected to increase the amount of debris that reaches the pump station.

Wright-Pierce conducted a site visit to the station on October 22, 2007. A copy of the site visit summary memorandum is attached. Electrical one-line diagrams and a site plan were obtained. However, drawings of the pump station itself are not available at this time. Based on the available information and our site visit, Wright-Pierce has developed a preliminary cost estimate to design and construct improvements to the Crystal Mall Pump Station.

Alternatives

As described in the attached Electrical Evaluation Memorandum, two alternatives were considered for the Crystal Mall Pump Station. The scope of the improvements for each alternative is presented below. Additional information on the two alternatives is provided in the attached electrical evaluation.

Alternative No. 1

The following improvements are recommended as Alternative No. 1:

- New 277/480 volt 3 phase, 4 wire underground electrical service extension from possible SNET pole #163 on Route 85.
- New above grade electrical service equipment pedestal enclosure with the following new electrical equipment:
    - Kilowatt hour meter and meter socket.
    - Main circuit breaker and 277/480 volt, 3 phase, power distribution panel.
    - Automatic transfer switch.
    - Generator circuit breaker.
    - Manual transfer switch and receptacle for portable generator.
    - Small dry-type transformer and lighting panel with lights and receptacle connections.
    - Motor starters and controls for the in-line grinder and wetwell mixer.
    - Outdoor emergency generator with weatherprotective enclosure and integral fuel tank.
- New submersible mixer located on a slide rail system in the existing wetwell including a new above-grade OEM control panel provided by the mixer manufacturer.
- New inlet channel-mounted sewage grinder located in a new manhole on the inlet pipe to the wetwell. At this time, no drawings are available. It was assumed that a new 4'-0" diameter pre-cast concrete manhole would be installed on the existing pipe and that a channel-mounted sewage grinder with submersible motors and OEM control panel would be installed. The control panel would be provided by the manufacturer and installed above grade.

Alternative No. 2

- Same electrical equipment upgrades as for Alternative No. 1.
- Under this alternative the existing pump control panel, currently located in the below grade pump station, would be replaced in its entirety. The new control panel would be located above grade and would include VFD's for the pumps. These VFD's would be located outside of the pump control panel. A small slab on grade building would be provided for housing all electrical equipment including the incoming service equipment. This would be in lieu of the above grade electrical service equipment pedestal recommended in Alternative No. 1. The construction of the building could range from stick built to pre-cast concrete. This would house the following:
    - All incoming electrical service equipment as previously mentioned in Alternative No. 1 that would be normally housed within the electrical service equipment pedestal enclosure.

- New PLC based control panel and VFD's.
- New wet well level monitoring system equipment which would include submersible level transducer and back-up float switch control system.
- Miscellaneous station equipment.
- The emergency generator would still be provided as an outdoor unit in a weather-protective enclosure as previously recommended for Option 1.

- New submersible mixer located on a slide rail system in the existing wetwell including a new above-grade OEM control panel provided by the mixer manufacturer.
- New inlet channel-mounted sewage grinder located in a new manhole on the inlet pipe to the wetwell. At this time, no drawings are available. It was assumed that a new 4'-0" diameter pre-cast concrete manhole would be installed on the existing pipe and that a channel-mounted sewage grinder with submersible motors and OEM control panel would be installed. The control panel would be provided by the manufacturer and installed above grade.

Conceptual Design Costs

Planning-level project costs have been prepared for the recommended facilities and are presented in the attached tables for the two different alternatives. These planning-level costs were developed using standard cost estimating procedures consistent with industry standards utilizing concept layouts, unit cost information, and information from other recent projects, as necessary. Total project capital costs include an allowance of 48% of the estimated construction costs to account for unaccounted for items, inflation to the mid-point of construction, construction contingency (change orders), design and construction engineering services, materials testing, permitting, as well as financing, administrative and legal expenses. The project cost information presented herein is in current dollars and is based on ENR Index 8092 (November 2007). The total project capital cost is estimated to be $432,000 for Alternative No. 1 and $602,000 for Alternative No. 2.

It should be noted that many factors arise during final design (e.g. foundation conditions, owner selected features and amenities, code issues, etc.) that can not be definitively identified and estimated at this time. These factors are typically covered by the 40% allowance described above; however, this allowance may not be adequate for all circumstances.

ALTERNATIVE NO. 1

PRELIMINARY ASSESSMENT OF PROJECT COSTS

TOWN OF WATERFORD, CT
CRYSTAL MALL PUMP STATION IMPROVEMENTS - OPTION 1
W-P PROJECT NO. 10232Q
CONCEPTUAL DESIGN PHASE
NOVEMBER 2007 (ENR INDEX 8092)
PROJECT COST ESTIMATE

PROJECT COMPONENT		COST
CONSTRUCTION		$360,000
CONSTRUCTION CONTINGENCY	5.0%	$20,000
TECHNICAL SERVICES	15.0%	$50,000
MATERIALS TESTING		$1,500
ASBESTOS & LEAD PAINT ABATEMENT		$0
DIRECT EQUIPMENT PURCHASE		$0
LAND ACQUISITION/ EASEMENTS		$0
LEGAL/ ADMINISTRATIVE		$0
FINANCING	2.0%	$0
ENGINEER'S ESTIMATE OF PROJECT COST		$432,000

TOWN OF WATERFORD, CT
CRYSTAL MALL PUMP STATION IMPROVEMENTS - OPTION 1
W-P PROJECT NO. 10232Q
CONCEPTUAL DESIGN PHASE
NOVEMBER 2007 (ENR INDEX 8092)
CONSTRUCTION COST ESTIMATE

DESCRIPTION		ESTIMATED COST
CIVIL		
SITE WORK (Grinder Manhole Installation / Electrical)		$5,000
SITE PIPING		$0
ARCHITECTURAL		
PRE-CAST CONCRETE BUILDING		$0
PROCESS EQUIPMENT AND PIPING FINISHES		$0
STRUCTURAL		
GENERATOR CONCRETE PADS		$7,500
MISCELLANEOUS STRUCTURAL (Control Panel Supports)		$1,000
PROCESS		
DEMOLITION		$2,000
SUBMERSIBLE MIXER		$20,000
INFLUENT SEWAGE GRINDER		$35,000
HVAC/ PLUMBING		$0
INSTRUMENTATION		
INSTRUMENTATION - GENERAL		$0
SCADA SYSTEM HARDWARE/ SOFTWARE		$0
ELECTRICAL		
NEW ELECTRICAL SERVICE & EQUIPMENT		$80,000
RECONNECTION TO EXISTING PUMP STATION		$10,000
NEW 125 KW GENERATOR W/OUTDOOR ENCLOSURE		$70,000
MISC. ELECTRICAL REQUIREMENTS		$10,000
SPECIALS		
MOBILIZATIONS		$10,000
PROCESS BY-PASS PUMPING		$2,500
SHEETING		$0
PILES		$0
GROUNDWATER DEWATERING (OPEN)		$0
TEMPORARY SLUDGE THICKENING/ DEWATERING		$0
SITE SECURITY		$0
WINTER CONSTRUCTION		$0
SUBTOTAL, CONSTRUCTION		$83,000
GENERAL CONTRACTOR OH&P AND GENERAL CONDITIONS	20.0%	$17,000
SUBTOTAL, SUBCONTRACTORS		$170,000
GENERAL CONTRACTOR MARKUP	5.0%	$9,000
ELECTRICAL/ TELEPHONE ALLOWANCE		$10,000
UNIT PRICE ITEMS	0.0%	$0
SUBTOTAL, CONSTRUCTION COSTS		$289,000
PROJECT MULTIPLIER, DESIGN CONTINGENCY	1.20	
PROJECT MULTIPLIER, INFLATION TO MIDPT CONST.	1.05	
ENGINEERS ESTIMATE OF CONSTRUCTION COST		**$364,000**

ALTERNATIVE 2

PRELIMINARY ASSESSMENT OF PROJECT COSTS

TOWN OF WATERFORD, CT
CRYSTAL MALL PUMP STATION IMPROVEMENTS - OPTION 2
W-P PROJECT NO. 10232Q
CONCEPTUAL DESIGN PHASE
NOVEMBER 2007 (ENR INDEX 8092)
PROJECT COST ESTIMATE

PROJECT COMPONENT		COST
CONSTRUCTION		$510,000
CONSTRUCTION CONTINGENCY	5.0%	$30,000
TECHNICAL SERVICES	12.0%	$60,000
MATERIALS TESTING		$1,500
ASBESTOS & LEAD PAINT ABATEMENT		$0
DIRECT EQUIPMENT PURCHASE		$0
LAND ACQUISITION/ EASEMENTS		$0
LEGAL/ ADMINISTRATIVE		$0
FINANCING	2.0%	$0
ENGINEER'S ESTIMATE OF PROJECT COST		$602,000

TOWN OF WATERFORD, CT
CRYSTAL MALL PUMP STATION IMPROVEMENTS - OPTION 2
W-P PROJECT NO. 10232Q
CONCEPTUAL DESIGN PHASE
NOVEMBER 2007 (ENR INDEX 8092)
CONSTRUCTION COST ESTIMATE

DESCRIPTION		ESTIMATED COST
CIVIL		
SITE WORK (Grinder Manhole Installation / Electrical)		$10,000
SITE PIPING		$0
ARCHITECTURAL		
PRE-CAST CONCRETE BUILDING		$40,000
PROCESS EQUIPMENT AND PIPING FINISHES		$0
STRUCTURAL		
GENERATOR CONCRETE PADS		$7,500
MISCELLANEOUS STRUCTURAL (Control Panel Supports)		$1,000
PROCESS		
DEMOLITION		$2,000
SUBMERSIBLE MIXER		$20,000
INFLUENT SEWAGE GRINDER		$35,000
HVAC/ PLUMBING		$0
INSTRUMENTATION		
INSTRUMENTATION - GENERAL		$0
SCADA SYSTEM HARDWARE/ SOFTWARE		$0
ELECTRICAL		
NEW ELECTRICAL SERVICE & EQUIPMENT		$80,000
NEW 40 HP VARIABLE FREQUENCY DRIVES		$40,000
NEW PLC BASED PUMP CONTROL PANEL		$40,000
RECONNECTION AND RECONFIGURATION OF TELEMETRY PANEL		$5,000
NEW WETWELL LEVEL CONTROL SYSTEM		$10,000
CONNECTION TO EXISTING PUMP STATION		$10,000
NEW 60 KW GENERATOR W/OUTDOOR ENCLOSURE		$35,000
MISC. ELECTRICAL REQUIREMENTS		$10,000
SPECIALS		
MOBILIZATIONS		$10,000
PROCESS BY-PASS PUMPING		$2,500
SHEETING		$0
PILES		$0
GROUNDWATER DEWATERING (OPEN)		$0
TEMPORARY SLUDGE THICKENING/ DEWATERING		$0
SITE SECURITY		$0
WINTER CONSTRUCTION		$0
SUBTOTAL, CONSTRUCTION		$128,000
GENERAL CONTRACTOR OH&P AND GENERAL CONDITIONS	20.0%	$26,000
SUBTOTAL, SUBCONTRACTORS		$230,000
GENERAL CONTRACTOR MARKUP	5.0%	$12,000
ELECTRICAL/ TELEPHONE ALLOWANCE		$10,000
UNIT PRICE ITEMS	0.0%	$0
SUBTOTAL, CONSTRUCTION COSTS		$406,000
PROJECT MULTIPLIER, DESIGN CONTINGENCY	1.20	
PROJECT MULTIPLIER, INFLATION TO MIDPT CONST.	1.05	
ENGINEERS ESTIMATE OF CONSTRUCTION COST		**$512,000**

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Pleasure Beach Area Water Main Replacement

DEPARTMENT PRIORITY
8

1 DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)

This funding request is associated with a program that was initiated around 2005 with the intention of replacing water mains in the Pleasure Beach area known as Water Contract #10 which consisted of 20,316 LF of 8" pipe. This contract area has experienced a significant number of main breaks. DPW has held off paving this area to avoid causing more breaks. To date, we have replaced 1,468 feet of main, and 18,848 LF of the old main remain. Funds are being requested for future years to replace approximately 6,300 LF/Yr. at a current average costs of $150/LF . This project will enhance the reliability of the distribution system and create assurances that the roads within the contract area can be repaved without causing a main break and creating an adverse condition to a newly paved road

2 PROJECT STATUS IF IN PROGRESS

3 LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST

The Department of Public Works has been apprehensive to repave the roads within this area due to the likelihood of additional main breaks occurring as a result of the paving process.

4 DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)

O&M of the Water system is the responsibility of the City of New London. Waterford is responsible for all Capital Improvements

5 GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)

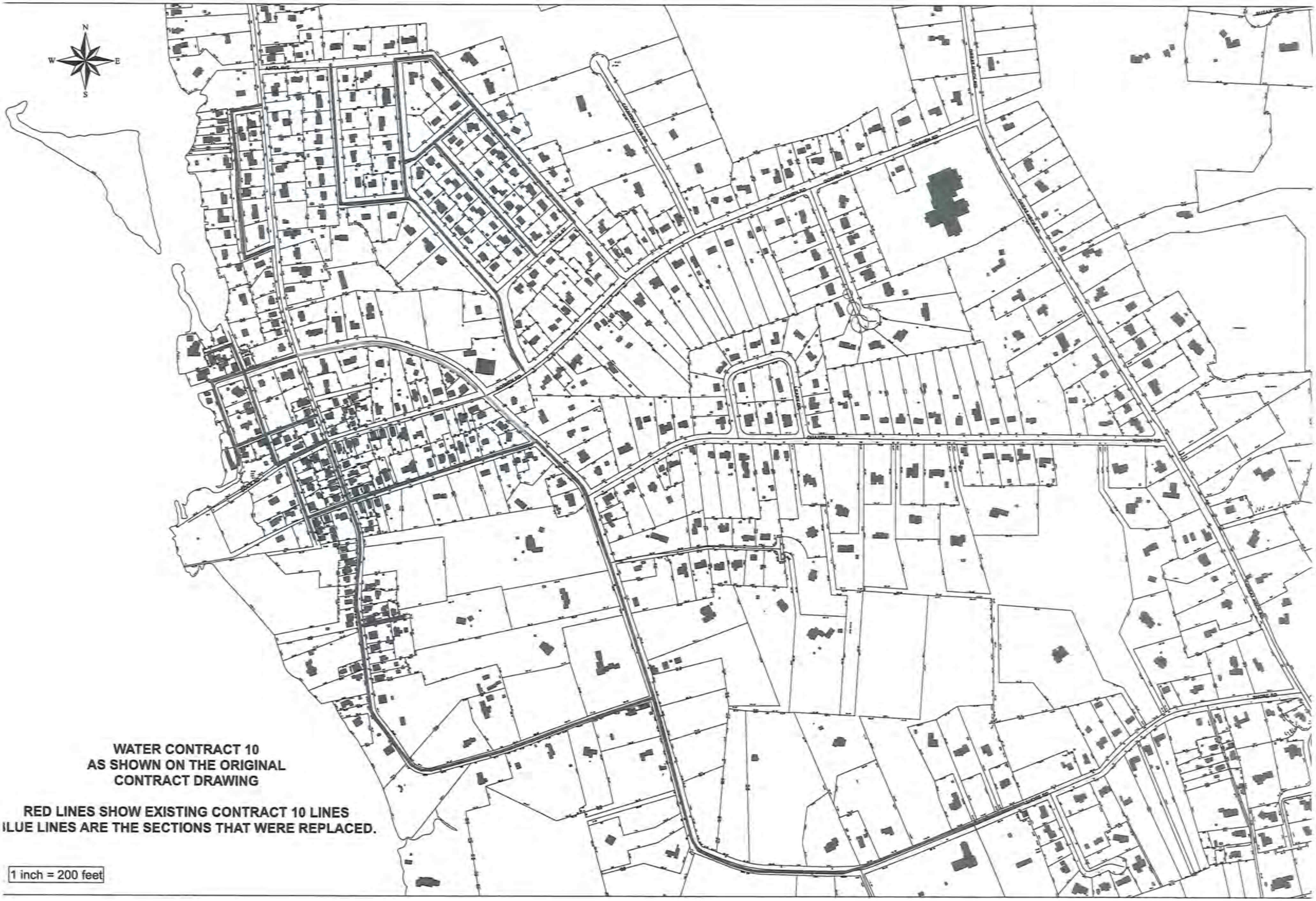
Based on priorities, CT DPH State Revolving Fund Loans.

6 ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)

Costs estimate is based upon an regional average construction cost of $150.00/LF

7 COST/FUNDING SOURCE

	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2027	FY2028	FY2029	FY2030	FY2031
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR			706,800	706,800	706,800	706,800
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**0**	**0**	**706,800**	**706,800**	**706,800**	**706,800**



WATER CONTRACT 10
AS SHOWN ON THE ORIGINAL
CONTRACT DRAWING

RED LINES SHOW EXISTING CONTRACT 10 LINES
BLUE LINES ARE THE SECTIONS THAT WERE REPLACED.

1 inch = 200 feet

TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2027-2031 FISCAL YEAR REQUEST

DEPARTMENT/AGENCY
Utility Commission

CONTACT PERSON
Jill N. Stevens

PROJECT NAME
Rogers Hill Water Tank Rehab and Management

DEPARTMENT PRIORITY
9

1	**DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project)**
	The Rogers Hill water tank, a 1.25 million gallon, pre-cast, pre-stressed concrete water storage tank, was built in 2006 as a part of the Regional Interconnection agreement and provides water service to Quaker Hill. The purpose of this request is to restore the tank to like new conditions and enter it into the Water Tank Asset Management program to protect the Town's investment in these critical pieces of water infrastructure.
2	**PROJECT STATUS IF IN PROGRESS**
3	**LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST**
4	**DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)**
	None. The tank is operated by the City of New London under the current Inter-local water agreement.
5	**GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)**
	State Revolving Funds may be available depending upon the project's ranking status
6	**ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)**
	Please see the cost estimate, tank assessment, and tank management program material included
7	**COST/FUNDING SOURCE**

	FUNDING SOURCE	**APPROVED FUNDING TO DATE**	**FY2027**	**FY2028**	**FY2029**	**FY2030**	**FY2031**
1	Current Year Capital						
2	Utility Budget/Sewer Cap Maint Fund						
3	Transfer to CNR				358,662	358,662	358,662
4	Short/Long-term Bonds						
5	LoCIP (detail in section 5 above)						
6	CNR Undesignated Fund Balance						
7	Federal/State Grants (detail in section 5)						
8	Other Funding (detail in section 5 above)						
	TOTALS	**0**	**0**	**0**	**358,662**	**358,662**	**358,662**

Tank Asset Management Program

Comprehensive water tank maintenance is more than the rehabilitation of an aging water tank. It's about indefinitely extending the life of critical assets at a cost you can control. No one else offers you the comprehensive range of services – and the peace of mind – that USG Water Solutions delivers.

The challenge

Aging infrastructure

As they age, water tanks present more maintenance and water quality concerns.

Water quality

Buildup of mineralization and biofilm can cause water quality issues.

Limited budgets

Costly tank maintenance is not often included in annual budgets, so related expenses are often paid with funds allocated to other projects.

The USG Water Solutions' Tank Asset Management Program extends service life and optimizes conditions of your storage tank so you can provide high-quality water to your customers.

Learn more on the back.

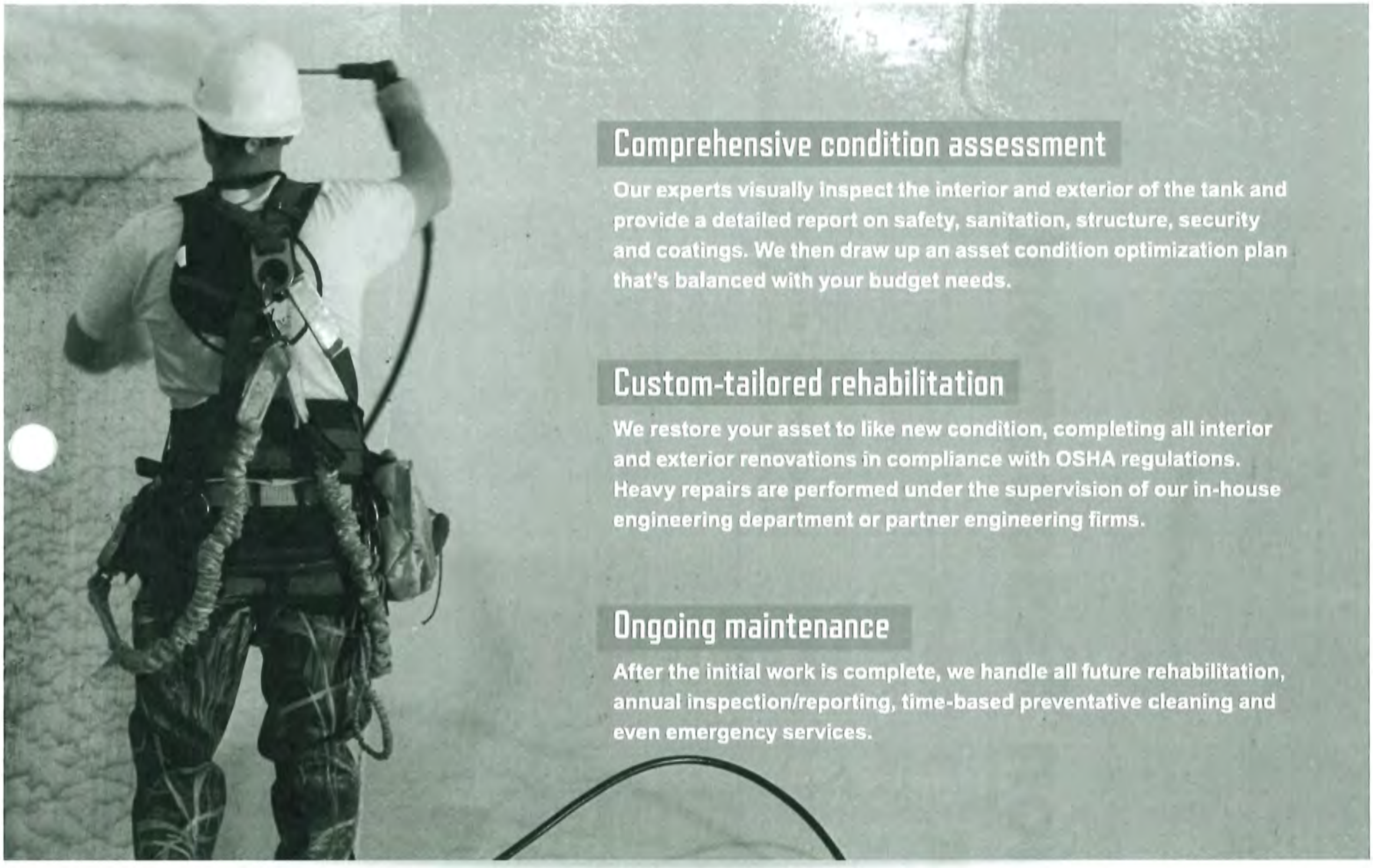
USG WATER SOLUTIONS

Peace-of-mind for you. High-quality water for your customers.

Our Asset Management Program is a comprehensive approach designed to help you maintain your tanks and keep them compliant with safety and sanitary regulations.

The benefits

- **Improve water quality**
- **Comply with regulations**
- **Extend asset life**
- **Predictable budget**



Comprehensive condition assessment

Our experts visually inspect the interior and exterior of the tank and provide a detailed report on safety, sanitation, structure, security and coatings. We then draw up an asset condition optimization plan that's balanced with your budget needs.

Custom-tailored rehabilitation

We restore your asset to like new condition, completing all interior and exterior renovations in compliance with OSHA regulations. Heavy repairs are performed under the supervision of our in-house engineering department or partner engineering firms.

Ongoing maintenance

After the initial work is complete, we handle all future rehabilitation, annual inspection/reporting, time-based preventative cleaning and even emergency services.

The ultimate solution:

USG Water Solutions Asset Management

At USG Water Solutions, we believe you shouldn't have to choose between a capital expense that is beyond your budget and an unpredictable run-to-failure approach. Our Asset Management Program (AMP™) packages the rehabilitation and future maintenance of your assets into a single contract, with USG Water Solutions assuming all maintenance risk for a set annual cost.

Extend tank life.
Call +1 (855) 526-4413 or visit
www.usgwater.com

Utility Service Group Water Solutions

1230 Peachtree Street NE
Suite 1100 | Promenade Building
Atlanta, GA 30309

USG WATER SOLUTIONS
An ISO 9001:2015 Quality Assured Company

2024 Condition Assessment

TOWN OF WATERFORD, CT
ROGERS HILL TANK
2500000 Gallons Ground

Inspection Date: May 2, 2024
Water System Consultant: Kevin Martel

USG WATER SOLUTIONS

PROJECT INTENT AND RESULTS

USG Water Solutions - Utility Service Co., Inc. conducted an inspection of the Water Storage Tank based on OSHA, AWWA and local requirements for Sanitary, Safety, Security, Coatings, and the overall condition of the Structure. A summary of the inspection results, including photographs and recommendations, outlining the urgency for any items we feel require addition attention to maintain and preserve the Structure are as follows:

Results SANITARY:

- ☐ Vent
- ☐ Leaks, Holes, or Points of Intrusion
- ☐ Water Quality
- ☐ Overflow

Results SAFETY AND SECURITY:

- ☐ Access Hatches, Manways or Doors
- ☐ Fences, Gates, Guards or Vandalism
- ☐ Ladders, Platforms, Handrails or Stairs
- ☐ Lightning, Alarm Systems or Telecommunications

Results COATING:

- ☐ Exterior
- ☐ Water Chamber
- ☐ Dry Interior

Results STRUCTURE:

- ☐ Roof
- ☐ Shell
- ☐ Supporting Members
- ☐ Appurtenances
- ☐ Anchors and Foundation

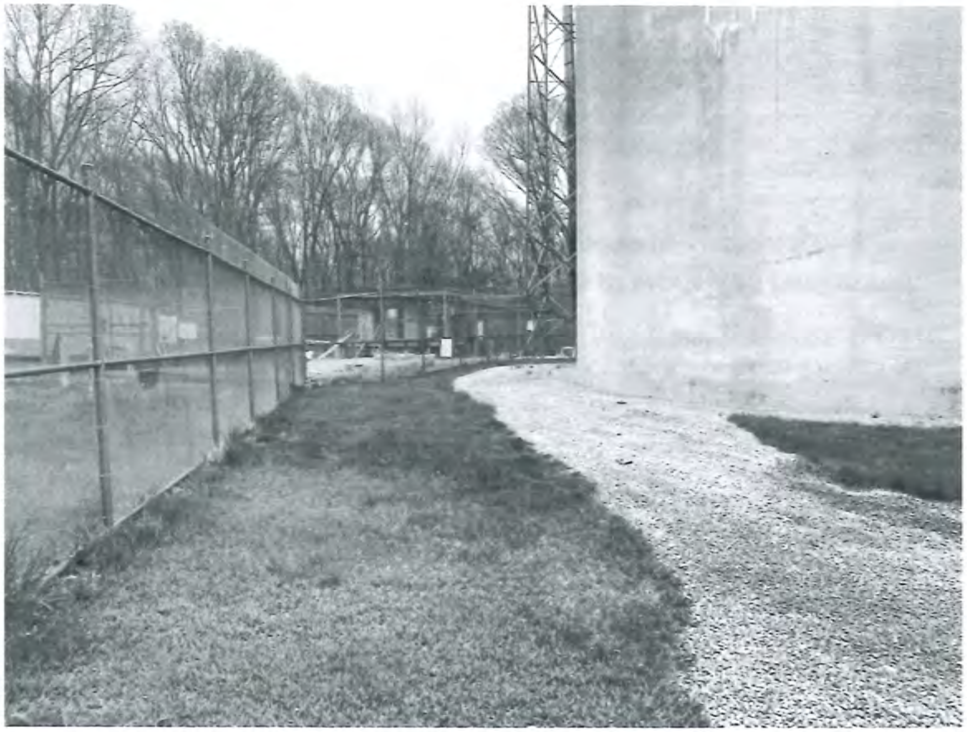
During the inspection, the following scope of work was performed:

- Visual Inspection of the tank interior and exterior accessible without rigging, to include appurtenances.

Legend of Recommendations

Low Risk	■	= Next Inspection Recommended in 12 months
	☐	= Maintenance or Renovation Work is Recommended to be in the **Planning Stage**
High Risk	■	= Maintenance or Renovation is Recommended for **Execution** at Earliest Opportunity
N/A	☐	= Not Applicable

SITE INFORMATION
GATES



- ☐ SANITARY
- ☐ SAFETY AND SECURITY
- ☐ COATINGS AND CORROSION
- ☐ STRUCTURE

EXTERIOR ROOF

- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

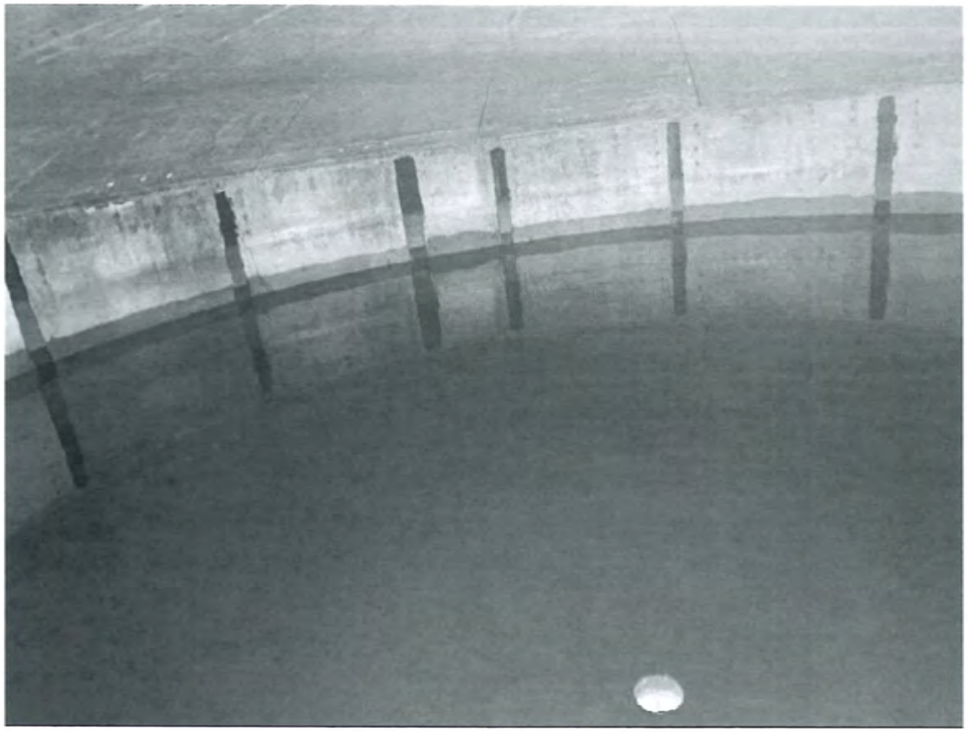
EXTERIOR ROOF

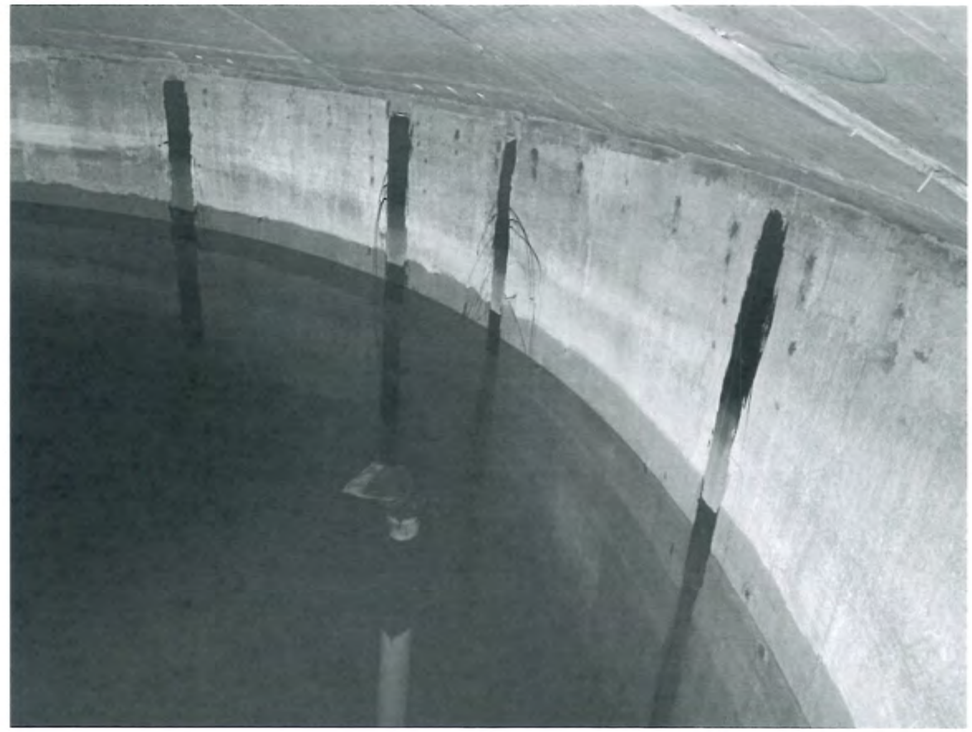
- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

EXTERIOR SHELL

- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

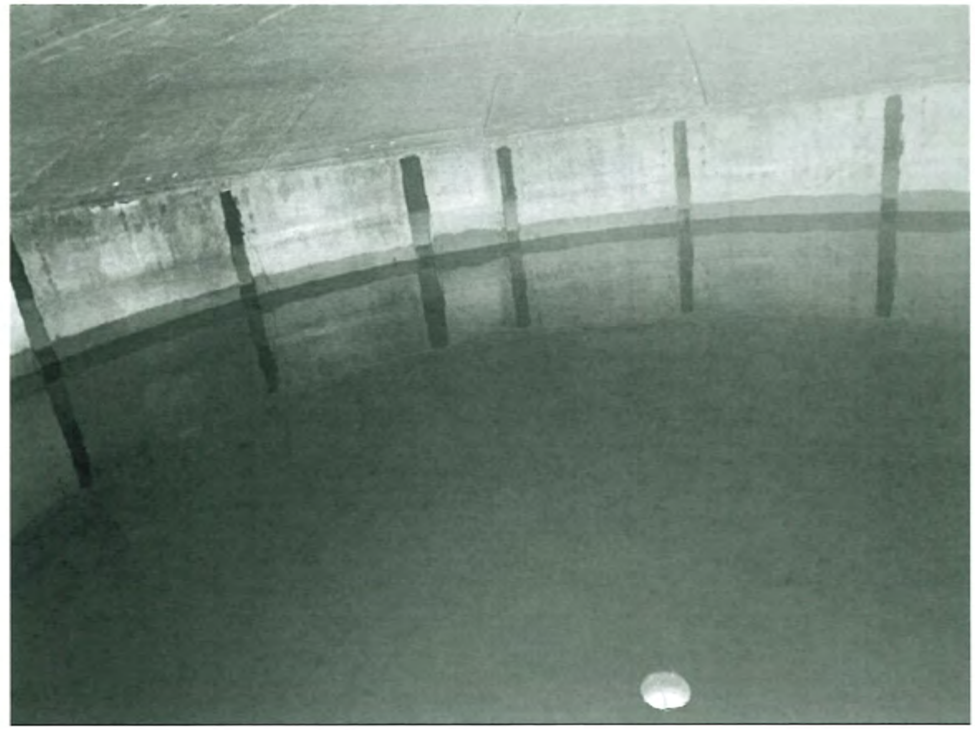
WATER CHAMBER ROOF AND RAFTERS





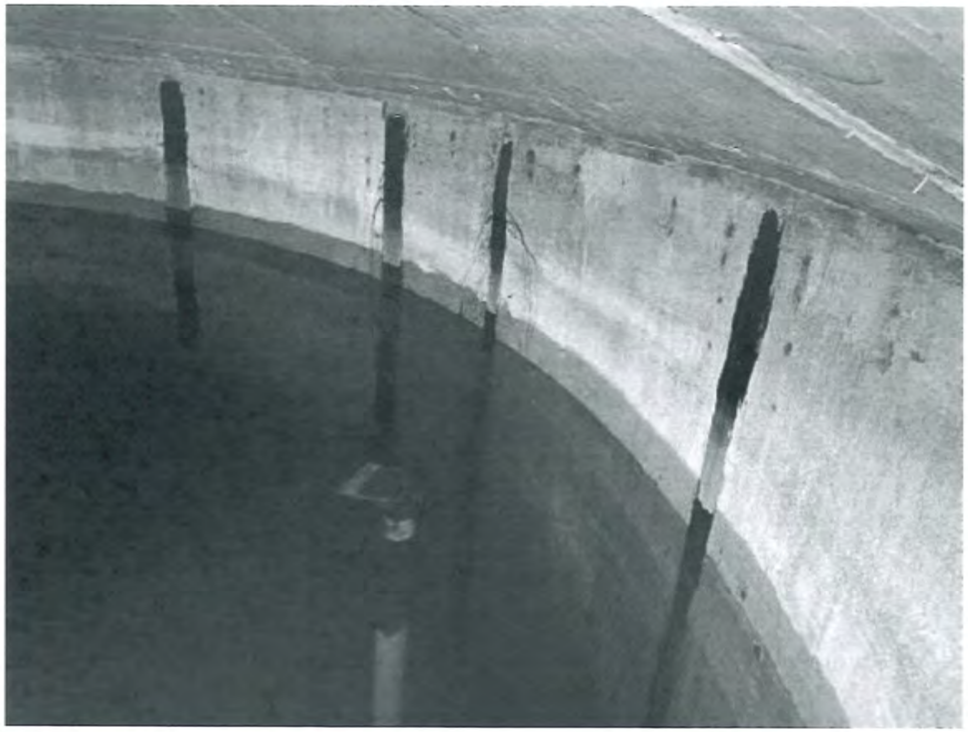
- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

WATER CHAMBER SHELL/BOWL/FLOOR
SHELL / BOWL



- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

WATER QUALITY
WATER QUALITY SYSTEMS PRESENT



- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

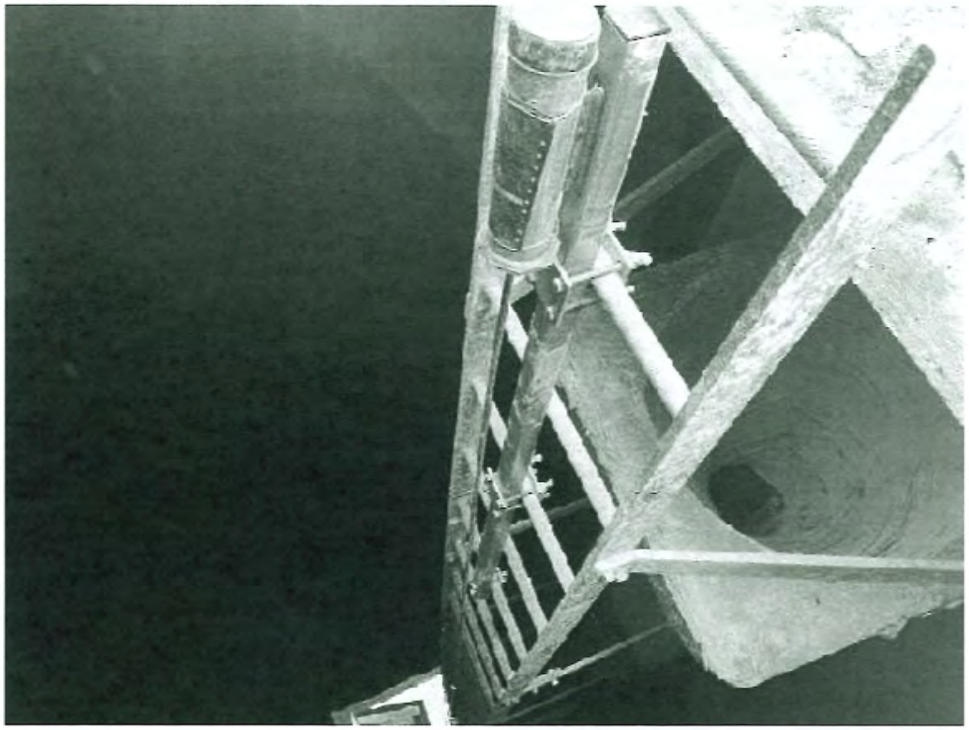
PIPING
OVERFLOW

- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

ANTENNAS AND COAXIAL
ANTENNA/COAXIAL EACH LOCATION

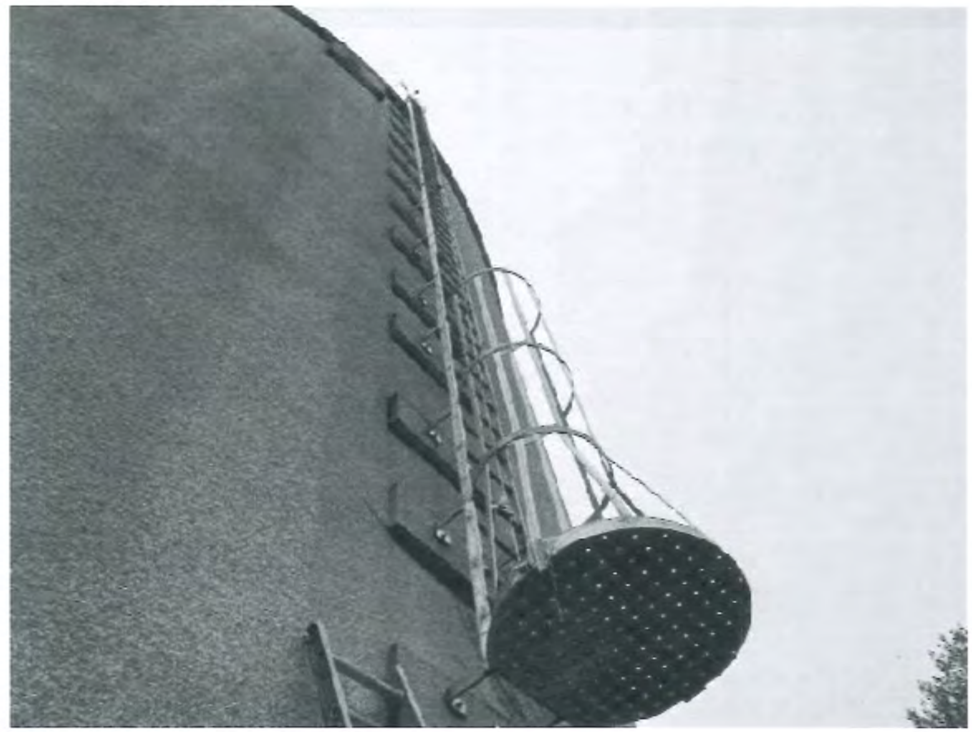
- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

LADDERS/HANDRAILS/STAIRS/PLATFORMS
LADDERS



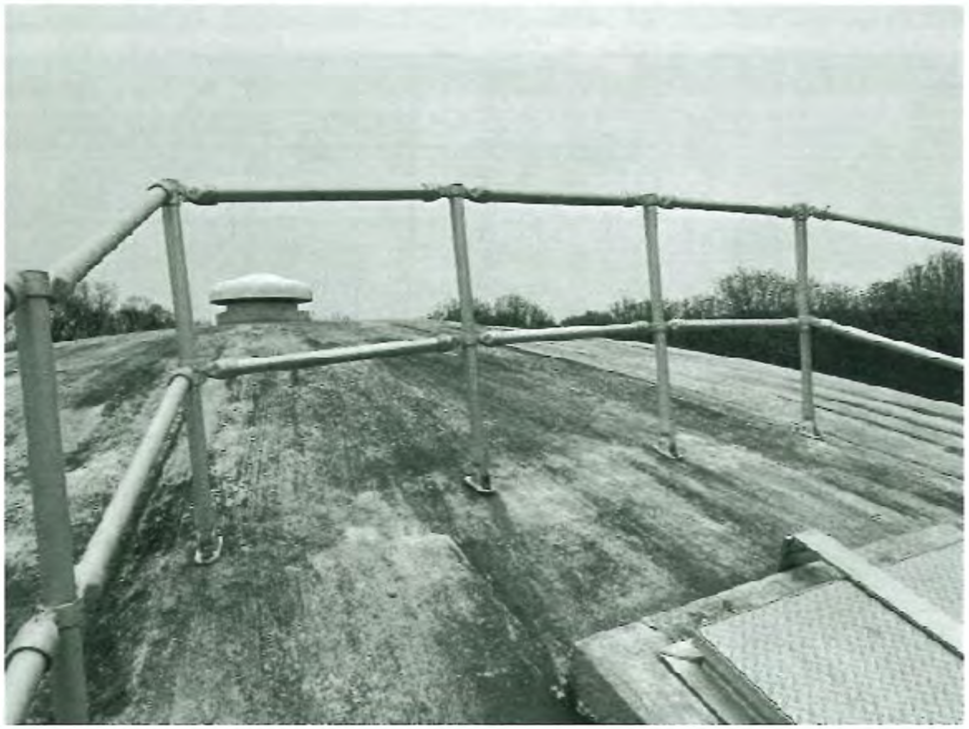
- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

LADDERS/HANDRAILS/STAIRS/PLATFORMS
LADDERS



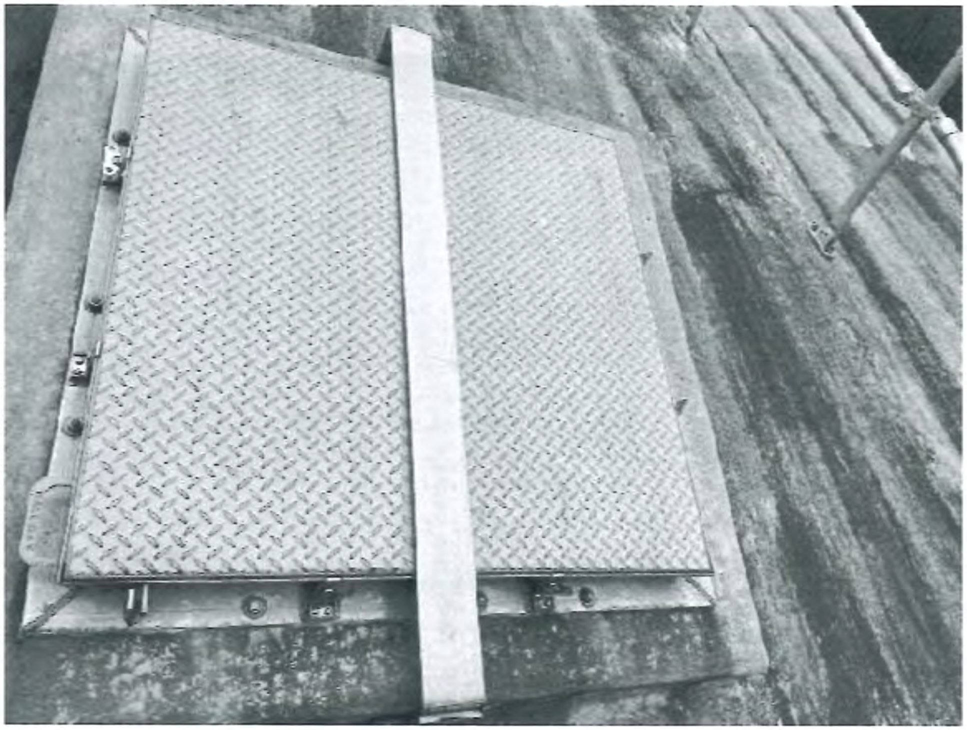
- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

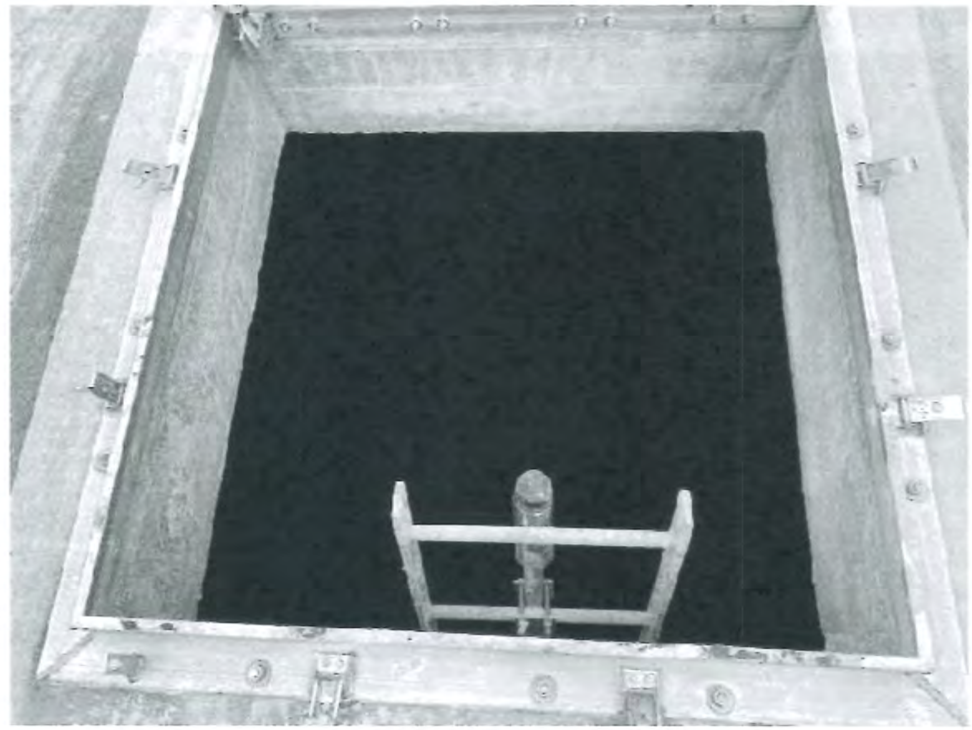
LADDERS/HANDRAILS/STAIRS/PLATFORMS
HANDRAILS/PLATFORMS



- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

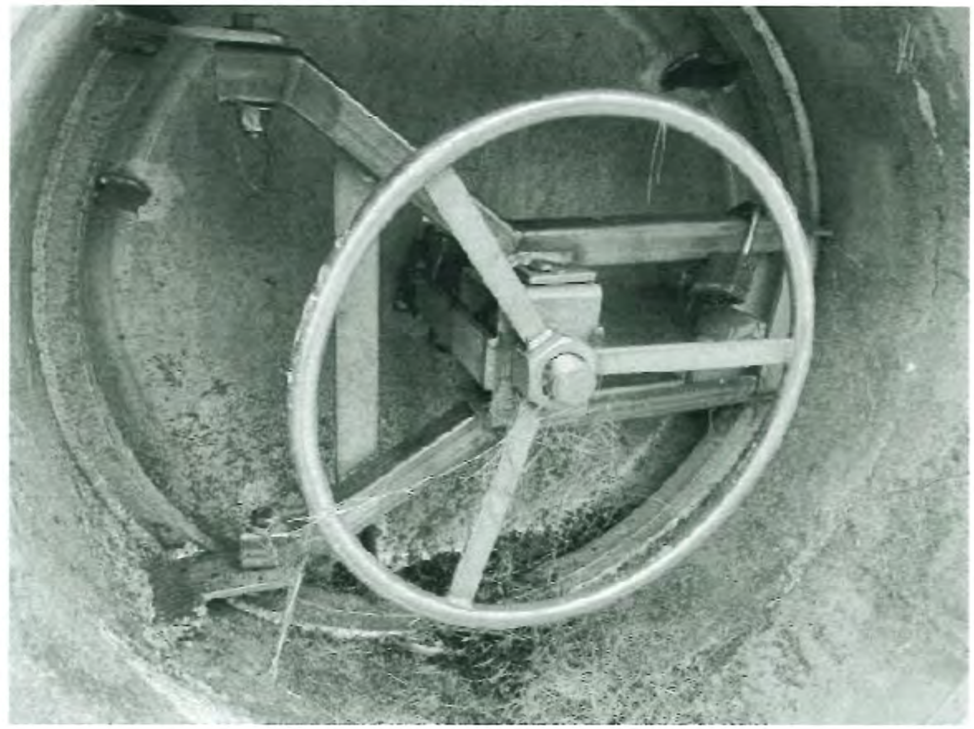
HATCHES/MAN WAYS/DOORS
HATCHES





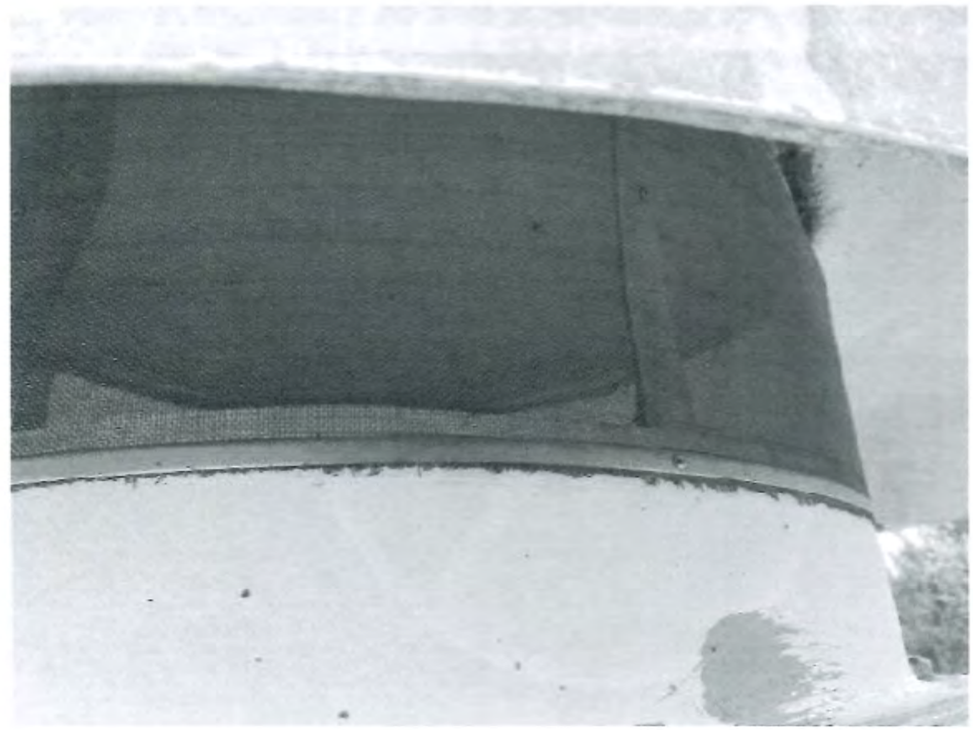
- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

HATCHES/MAN WAYS/DOORS
MAN WAYS



- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

VENTING
VENT DETAILS

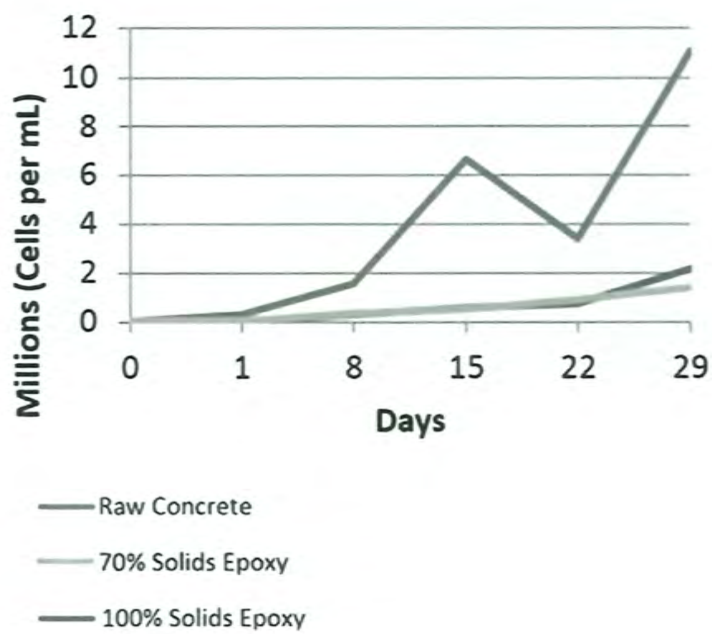


- [ ] SANITARY
- [ ] SAFETY AND SECURITY
- [ ] COATINGS AND CORROSION
- [ ] STRUCTURE

LINING YOUR POTABLE CONCRETE WATER TANK HAS THE FOLLOWING PROVEN BENEFITS:

- Can extend the life of the asset indefinitely
- Ensures community's potable water supply is in contact with NSF certified materials
- Can reduce biofilm concentrations on the concrete tank's surfaces by up to 75%

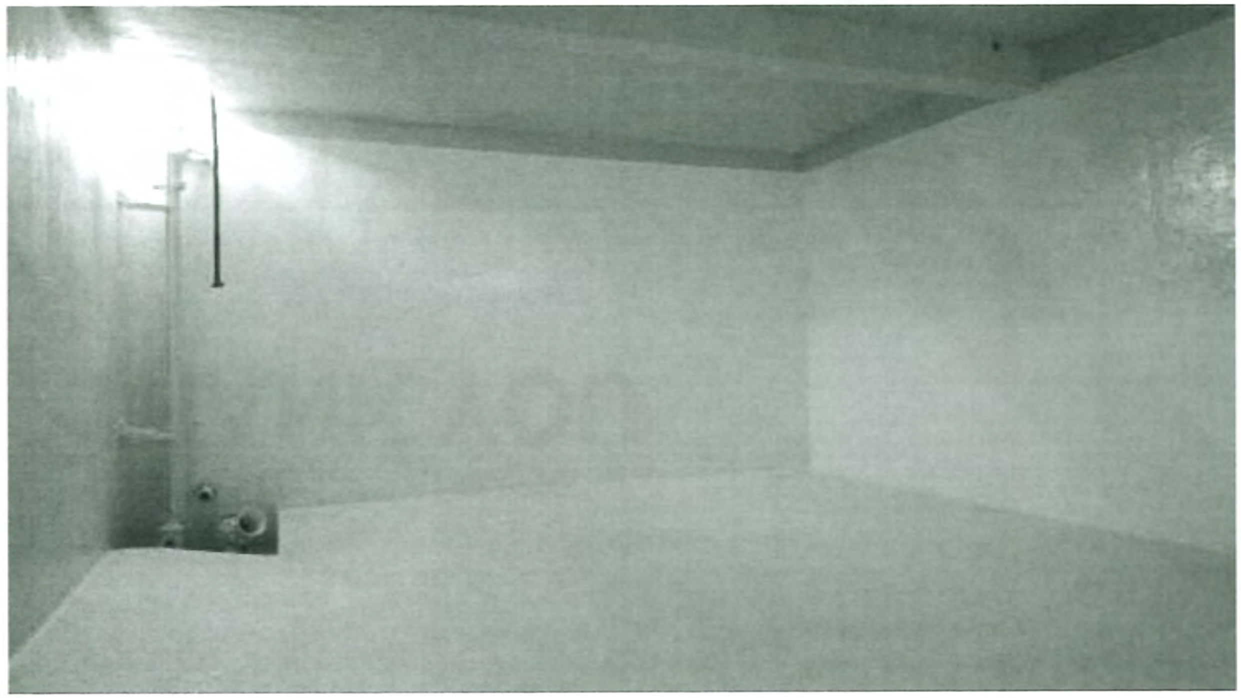
AVG. ADENOSENE TRIPHOSPHATE (ATP) IRON BY COATING TYPE



Avon, CT: Before

USG WATER SOLUTIONS

Avon, CT: After



USG WATER SOLUTIONS

THANK YOU

USG WATER
SOLUTIONS

Budgetary Pricing - Rogers

'ear	1	2	3	4	5	6	7	8	9	10
Vork chedule	Full Int/Ext Water Jet +Paint + Repairs	Visual Inspect	ROV Inspect	Washout	Visual Inspect & Exterior Power-Wash	Visual	ROV Inspect	Exterior Overcoat & Washout	Visual	Visual
ee	$358,662 (UR + MP)	$358,662 (UR + MP)	$358,662 (UR + MP)	$74,536	$77,175	$79,907	$82,735	$85,664	$88,697	$91,837

ull Coatings and Repairs Warranty for life of contract or until you cancel
nnual Inspection
xterior Powerwash Every 5 Years
xterior Renovation Every 7 Years
nterior Renovation Every 20 Years

Total UR: $934,480

l0 LF Crack Repair
l0 Sqft Spalling Repair
Remove existing Ladder Cage
nstall Aluminum Ladder Gate

USG WATER SOLUTIONS