

COST-SHARING AGREEMENT

This Cost-Sharing Agreement (this “Agreement”), dated as of _____, 2015, is entered into by and among The Miami Beach Association, located in the Town of Old Lyme, Connecticut and The Miami Beach Association Water Pollution Control Authority, located in the Town of Old Lyme, Connecticut (collectively, “Miami Beach”), The Old Lyme Shores Beach Association, located in the Town of Old Lyme, Connecticut and The Old Lyme Shores Beach Association Water Pollution Control Authority, located in the Town of Old Lyme, Connecticut (collectively, “Old Lyme Shores”), and The Old Colony Beach Club Association, located in the Town of Old Lyme, Connecticut and The Old Colony Beach Club Association Water Pollution Control Authority, located in the Town of Old Lyme, Connecticut (collectively, “Old Colony” and together with Miami Beach and Old Lyme Shores, the “Associations”).

WHEREAS, the Associations wish to construct a shared sewerage system to serve each respective Association, including, but not limited to, certain devices, equipment, appurtenances, plant facilities, pump stations and methods of collecting, transporting, receiving, disposing of or discharging sanitary sewage in and for the Associations all as more particularly set forth on Exhibit A attached hereto (collectively, the “Wastewater System”), and engage in the Operation and Maintenance (as defined below) of the Wastewater System to and for the Associations (collectively, the “Wastewater Activities”);

WHEREAS, pursuant to resolutions duly approved and adopted by the governing board of each Association, the Associations have previously appropriated funds and authorized the issuance of obligations under the Clean Water Fund Program (as defined herein) for the planning, acquisition, financing, design and construction of the shared components of the Wastewater System, including, but not limited to, connection fees for the conveyance of sewage to a Sewerage Facility and all costs associated with connecting to the Sewerage Facility, pump stations, shared force mains and gravity sewers, odor control facilities, acquisition of real property as may be required for the project, engineering, land surveying, geophysical and corrosion studies, rights of way and easements, storm drainage improvements, road reconstruction, bridge crossing, and all other tasks related to the planning, acquisition, design and construction of said project, all to be completed in substantial accordance with the Plan (as defined herein), and as more particularly set forth on Exhibit A attached hereto (collectively, the “Project”);

WHEREAS, the Associations wish to finance the Costs (as defined herein) related to the Project by entering into certain project loan and project grant agreements with the State of Connecticut through the Clean Water Fund Program;

WHEREAS, the Associations wish to have Miami Beach enter into an interim funding obligation to finance the Costs related to the Project during the construction period, in anticipation of each Association entering into separate project loan obligations under the Clean Water Fund Program to permanently finance each Association’s respective share of the Costs of the Project through the Clean Water Fund Program upon completion of the Project;

WHEREAS, the Associations desire to enter into a cost-sharing arrangement for that portion of the Costs of the Project and certain ongoing Operation and Maintenance (as defined

herein) directly attributable to each Association pursuant to the cost apportionment schedule set forth on Exhibit B; and

WHEREAS, the Associations desire to enter into this Agreement to memorialize their mutual understanding regarding the cost-sharing arrangement for the Project and Operation and Maintenance.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, representations, warranties and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Certain Definitions.

For purposes of this Agreement, the following terms shall have the following meanings:

“*Annual Settlement Statement*” shall have the meaning given to such term in Section 2.2(c).

“*Clean Water Fund Program*” shall mean funding provided by the State of Connecticut Department of Energy and Environmental Protection under Section 22a-475, *et. seq.*, of the Connecticut General Statutes, as the same may be amended from time to time.

“*Contribution*” shall have the meaning given to such term in Section 2.2(a) hereof.

“*Costs*” shall mean the aggregate amount of all costs and expenses authorized and directly incurred and paid by Miami Beach for materials, supplies, labor, overhead, financing, and services, provided by third parties and consumed by Miami Beach in connection with the Project and Operation and Maintenance, minus any costs and expenses incurred in connection with the Project or Operation and Maintenance that were paid or funded by or through a public or private grant or other source which does not require repayment.

“*Committee*” shall have the meaning given to such term in Section 2.1(a) hereof.

“*Disputed Costs*” shall have the meaning given to such term in Section 2.3 hereof.

“*Easements*” shall have the meaning given to such term in Section 4.1 hereof.

“*EDU*” shall mean equivalent dwelling unit for the purposes of comparing wastewater flows and sharing costs for the Wastewater System.

“*Initial Term*” shall have the meaning given to such term in Section 4.1 hereof.

“*Law*” shall mean all applicable federal, state, local, foreign or other laws, rules, regulations, consent decrees, consent orders, consent agreements, judgments, actions, determinations or orders of, federal, state, local, foreign or other authorities, and all orders, writs, decrees, and consents of any governmental or political subdivision or agency thereof, or any

court or similar entity established by any such governmental or political subdivision or agency thereof.

“O&M Contribution” shall have the meaning given to such term in Section 2.2(a).

“O&M Provider” shall have the meaning given to such term in Section 2.2(c) hereof.

“Operation and Maintenance” shall mean all emergency, predictive, preventive, corrective and ongoing maintenance, repair or replacement of that portion of the Wastewater System that is allocable to all Associations as set forth on Exhibit B, performed in accordance with Prudent Industry Practices and the terms and provisions of this Agreement, as necessary to repair and maintain that portion of the Wastewater System that is allocable to all Associations as set forth on Exhibit B in good working order and repair and in neat and orderly condition.

“Operations Year” shall mean July 1 through June 30.

“Payment Notice” shall have the meaning given to such term in Section 2.1(d) hereof.

“Plan” shall mean the plans and specifications for the Project, prepared by Fuss & O’Neill, Inc., and attached hereto as Exhibit A, as the same may be amended from time to time.

“Project” shall have the meaning given to such term in the second Recital hereto.

“Project Contribution” shall have the meaning given to such term in Section 2.1(b) hereof.

“Project Cost-Sharing Schedule” shall mean the certain apportionment of Costs associated with the Project prepared by Fuss & O’Neill, Inc., as set forth in Exhibit B attached hereto.

“Project Cost Statement” shall have the meaning given to such term in Section 2.1(d) hereof.

“Prudent Industry Practices” shall mean the practices, methods and acts engaged in or approved by the wastewater treatment industry for comparable projects that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consisted with Law, and standards regarding reliability, safety, environmental protection, reasonable economy and expedition. Prudent Industry Practices include, but are not limited to, taking all reasonable steps to provide that with respect to the Wastewater System (i) adequate materials, resources and supplies necessary to meet operation, maintenance, repair and replacement obligations are available, (ii) preventative, routine and corrective maintenance and repairs are performed properly; (iii) appropriate monitoring and testing is done to ensure that equipment is functioning as designed and to provide assurance that equipment will function properly under normal conditions and will function in accordance with design parameters under emergency conditions, and (iv) equipment is not operated in a careless or imprudent manner or in a manner unsafe to workers, the general public or the environment.

“*Refund*” shall have the meaning given to such term in Section 2.4 hereof.

“*Returned Funds*” shall have the meaning given to such term in Section 2.4 hereof.

“*Sewerage Facility*” shall mean a wastewater collection and/or treatment facility in East Lyme, Waterford, or New London utilized for conveyance and/or treatment of sanitary sewage generated by the Associations.

“*Useful Life*” shall mean the period of time during which the Wastewater System is considered useful and usable by the Associations in accordance with Prudent Industry Practices.

“*Wastewater Activities*” shall have the meaning given to such term in the first Recital hereto.

“*Wastewater System*” shall have the meaning given to such term in the first Recital hereto.

2. Cost-Sharing.

2.1. Cost-Sharing Arrangement for the Project.

(a) The Project shall be designed, constructed and operated jointly as determined by a committee comprised of one representative from each Association (the “Committee”). Each Association representative shall be entitled to one vote on all matters related to the Project and Operations and Maintenance. Any action taken by the Committee with respect to Operations and Maintenance or any other matter related to the Project shall be by affirmative vote of a majority of the Committee, and such majority vote of the Committee shall be deemed to be approval by each Association of any such action. The Associations agree that the Committee will meet on a periodic basis, as is necessary, to discuss the Project, the Operations and Maintenance, and such other matters as the Associations individually desire. Notice of such meetings of the Committee shall be given to the Associations at least five (5) calendar days prior to the date of such meeting to the addresses set forth in Section 6.3 hereof.

(b) On the terms of and subject to the conditions set forth in this Agreement, Old Lyme Shores and Old Colony agree to reimburse Miami Beach for the Costs related to the Project attributable to each such Association based on the percentage of EDU’s (each a “Project Contribution”), as determined in accordance with the Project cost-sharing schedule attached hereto as Exhibit B. Miami Beach shall bear responsibility for the Costs related to the Project attributable to Miami Beach in accordance with the Project cost-sharing schedule attached hereto as Exhibit B. The Associations agree that Miami Beach is authorized to seek bids and award an agreement to the lowest responsible bidder for services related to the design and/or construction of the Project, subject to and in accordance with Section 2.1(a) hereof. Each of Old Lyme Shores, Old Colony, and Miami Beach shall approve any and all agreements to be entered into with such responsible bidders in accordance with each Association’s governing documents prior to Miami Beach entering into any agreement for such design and/or construction services.

(c) Any and all Costs related to the Project shall be approved by the Committee in accordance with Section 2.1(a) hereof. Miami Beach shall make, or cause to be

made on its behalf and on behalf of each of the other Associations, all payments for Costs on a timely basis, and Miami Beach shall provide each of Old Lyme Shores and Old Colony with a statement of Costs together with reasonable supporting documentation of such Costs within twenty (20) days after the end of each calendar month for the preceding month's Costs (each a "Project Cost Statement"); provided however, no Project Contribution shall become due and payable unless and until the Project has been completed and placed into service for all of the Associations and the Costs to which such Project Contribution is attributable have been paid in full by Miami Beach.

(d) The Associations agree that Miami Beach shall enter into an interim funding obligation through the Clean Water Fund Program to finance the Costs related to the design and construction Project, and that upon completion and placement in service of the Project for all of the Associations, the Associations shall each, separately and individually, enter into a project loan obligation under the Clean Water Fund Program to permanently finance each Association's respective share of the Costs related to the Project and financed through the interim funding obligation. Upon completion and placement in service of the Project for all of the Associations, Miami Beach shall provide Old Lyme Shores and Old Colony with written notice evidencing same (the "Payment Notice"). The Payment Notice shall set forth in sufficient detail (i) the total Costs paid by Miami Beach and financed through the interim funding obligation through the Clean Water Fund Program, (ii) all amounts permanently financed for the Project through the Clean Water Fund Program or through such other financing vehicles or programs as may be available from time to time to Miami Beach pursuant to applicable Law, (iii) a certificate of the project engineer certifying to the Associations that the Project has been completed and placed into service, (iv) a copy of all requests for reimbursement from the State of Connecticut Department of Energy and Environmental Protection for the Project, and (v) any other information or certificates reasonably requested by Old Lyme Shores or Old Colony.

(e) In the event that any costs of the Project are not eligible for loans or grants through the Clean Water Fund Program, then Miami Beach shall invoice Old Lyme Shores and Old Colony for such non-reimbursable costs. Old Lyme Shores and Old Colony shall remit to Miami Beach the amounts due pursuant to such invoices within sixty (60) days of receipt of such invoices.

2.2. Cost-Sharing Arrangement for Operation and Maintenance.

(a) The Associations agree that Miami Beach shall perform all Operation and Maintenance on that portion of the Project that is allocable to all Associations as set forth on Exhibit B, subject to and in accordance with Section 2.1(a) hereof. On the terms of and subject to the conditions set forth in this Agreement, Old Lyme Shores and Old Colony agree to reimburse Miami Beach for the Costs related to the Operation and Maintenance attributable to each such Association based upon the flow apportionment data for the prior Operations Year as prepared by an independent consultant (each an "O&M Contribution", and collectively with a Project Contribution, a "Contribution"). Miami Beach shall invoice Old Lyme Shores and Old Colony within twenty (20) days after the end of each calendar month for the preceding month's Costs related to Operation and Maintenance. Old Lyme Shores and Old Colony shall make payment to Miami Beach of each invoiced O&M Contribution amount within twenty (20) days of receipt thereof.

(b) Within sixty (60) days after the end of each Operations Year, Miami Beach shall deliver to Old Lyme Shores and Old Colony an annual settlement statement, which shall show the computation, together with reasonable supporting documentation, of the Costs associated with Operation and Maintenance (and a reconciliation in reasonable detail of such Costs so computed) with the amounts paid during the Operations Year (the “Annual Settlement Statement”). If the reconciliation as set forth in each such Annual Settlement Statement is such that (i) Old Lyme Shores has overpaid Miami Beach, then Miami Beach shall within thirty (30) days of the Annual Settlement Statement refund the overpayment to Old Lyme Shores, (ii) Old Colony has overpaid Miami Beach, then Miami Beach shall within thirty (30) days of the Annual Settlement Statement refund the overpayment to Old Colony; (iii) Old Lyme Shores has underpaid Miami Beach, then Old Lyme Shores shall, within thirty (30) days of receipt of the Annual Settlement Statement, pay to Miami Beach the additional amount due, or (iv) (iii) Old Colony has underpaid Miami Beach, then Old Colony shall, within thirty (30) days of receipt of the Annual Settlement Statement, pay to Miami Beach the additional amount due. To the extent not a Disputed Cost, amounts owed by Miami Beach to Old Lyme Shores or Old Colony as set forth in the Annual Settlement Statement, as applicable, may be offset by Old Lyme Shores or Old Colony against amounts then owing or against future Contributions by Old Lyme Shores or Old Colony, as applicable, to Miami Beach pursuant to the terms of this Agreement.

(c) The Associations agree that Miami Beach may enter into an operation and maintenance services agreement with a third party provider (an “O&M Provider”), subject to and in accordance with Section 2.1(a) hereof, whereby the O&M Provider agrees to perform all Operation and Maintenance with respect to the Project on behalf of the Associations.

2.3. Disputed Costs.

Notwithstanding the foregoing Sections 2.1 and 2.2, if Old Lyme Shores or Old Colony dispute the payment, validity or reasonableness of all or any portion of the Costs set forth on a Project Cost Statement or Annual Settlement Statement (the “Disputed Costs”), Old Lyme Shores or Old Colony and Miami Beach shall resolve such dispute pursuant to the terms of Section 3 of this Agreement; provided, however, that in a timely manner and in accordance with Section 2.1(c), 2.2(b) or 2.2(c), as applicable, Old Lyme Shores or Old Colony, as the party disputing the Costs, shall pay to Miami Beach the undisputed portion of the Costs set forth on the Payment Notice or Annual Settlement Statement and shall pay the amount of the Disputed Costs into an escrow account established for such purpose and maintained by an entity (including either party hereto) mutually-agreed upon by the parties, and the amount of the Disputed Costs shall remain in escrow pending resolution of the dispute. The prevailing party in any such dispute shall be entitled to reimbursement of reasonable legal fees incurred by such party in relation to the resolution of the dispute.

2.4. Return of Funds.

If at any time Miami Beach receives from a payee a refund, rebate or other return of payment of all or any portion of Costs (the “Returned Funds”), Miami Beach shall promptly refund the allocable portion of the Returned Funds to each Old Lyme Shores and Old Colony, as applicable, in immediately available funds (the “Refund”), provided, however, that no Refund shall be due unless such party previously paid a Contribution toward such Returned Funds. At

its sole option and in lieu of a Refund in immediately available funds, Old Lyme Shores or Old Colony, as applicable, may elect, by written notice to Miami Beach, to have a Refund set-off against future Contribution payments.

2.5. Commercially Reasonable Efforts.

The Committee and each of the Associations shall use commercially reasonable efforts to complete the Project and perform the Operation and Maintenance in an economically efficient manner without the waste of time or funds.

3. Dispute Resolution.

3.1. Negotiation

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives of each party who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. The parties agree that each Association shall be entitled to one vote on matters related to any dispute arising out of or relating to the Project, and that any action taken by the Associations with respect to such disputes shall be by the affirmative vote of a majority of the Associations. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other party a written response. The notice and response shall each include (a) a statement of that party's position and a summary of arguments supporting that position, and (b) the name and title of the representative who will represent that party and of any other person who will accompany the representative. Within thirty (30) days after delivery of the initial notice, the representatives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other related to the dispute will be honored. All deadlines specified in this Section 3.1 may be extended by mutual agreement of the parties.

4. Term and Termination; Survival; Indemnification.

4.1. Term.

This Agreement shall commence as of the date first written above and shall continue in effect until twenty-one years from the substantial completion of the Project (the “Initial Term”), unless sooner terminated in accordance with the terms of this Agreement. The Initial Term shall automatically renew and remain in full force and effect and continue for such period of time equal to the remainder of the Useful Life of the Wastewater System, unless and until terminated by the Associations in accordance with the terms of this Agreement. The Associations agree that the delivery of the specific easements set forth in Schedule 4.1 attached hereto (collectively, the “Easements”) shall be a condition precedent to the effectiveness of this Agreement, if the Easements are not delivered in accordance with Schedule 1, this Agreement is void and of no further force or effect.

4.2. Termination and Withdrawal.

This Agreement shall be terminated only as follows:

- (a) at any time upon mutual written consent of all of the Associations; or
- (b) by the withdrawal of Miami Beach, Old Lyme Shores, or Old Colony following the expiration of the Initial Term for any reason upon ninety (90) days written notice to the other parties.

4.3. Survival.

The rights and obligations of the parties hereto pursuant to this Agreement shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations and no such expiration or termination of this Agreement shall limit or otherwise affect the respective rights and obligations of the parties hereto accrued prior to the date of such termination.

5. Project.

The Project shall be an asset owned equally by each of the Associations. The Associations shall execute and deliver any and all recording and/or conveyance documents reasonably necessary to evidence ownership of such interest. The Associations may allow additional parties to use or access the shared portion of such Project as set forth in Exhibit B in any manner as may be determined by mutual agreement of the Associations.

6. Miscellaneous Provisions.

6.1. Construction. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, references to any gender include the other genders, the terms “include” or “including” are not limiting and has the respective inclusive meaning represented by the phrases “include without limitation” and “including without limitation;” and the term “or” has the inclusive meaning

represented by the phrase “and/or.” The terms “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

6.2. Amendment.

Neither this Agreement, nor any of the terms or provisions hereof, may be amended, modified, supplemented or waived except by a written instrument signed by all of the parties hereto.

6.3. Notices.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (i) upon delivery if delivered by hand; (ii) upon receipt if mailed by express, certified or registered mail, with postage prepaid, in the continental United States; or (iii) upon receipt if sent by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered;

If to Miami Beach: Miami Beach Association
P.O. Box 91
Old Lyme, CT 06371
Attn: President

Cc: Miami Beach Association Water Pollution
Control Authority
P.O. Box 91
Old Lyme, CT 06376
Attn: Chairman of the Miami Beach
Association Water Pollution Control Authority

If to Old Lyme Shores: Old Lyme Shores Beach Association
P.O. Box 80
South Lyme, CT 06376
Attn: President

If to Old Colony: Old Colony Beach Club Association
P.O. Box 10
South Lyme, CT 06376
Attn: Chairman of the Board of Governors

Cc: Old Colony Water Pollution Control
Authority
P.O. Box 10
South Lyme, CT 06376
Attn: Chairman of the Old Lyme WPCA

In all cases, with a copy to: Robinson & Cole LLP
 280 Trumbull St.
 Hartford, CT 06103
 Attn: Glenn Santoro, Esq.

6.4. Binding Effect; Assignment.

This Agreement, including all exhibits attached hereto, and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned or assignable by any of the parties hereto without the prior written consent of the other party; provided, however, this Agreement may be assigned by the Associations, without the prior consent of any other party, to any regional wastewater authority created pursuant to the Connecticut General Statutes; and provided, further, that in the event of such a permitted assignment by a party, such party shall remain contingently liable for its obligations hereunder to the extent such obligations are not collected from the assignee, provided that Miami Beach shall be required to use commercially reasonable efforts to obtain remedy, collection and relief for such breach from the assignee. Any attempted assignment in violation of this Agreement shall be null and void.

6.5. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its principles of conflict or choice of law.

6.6. Counterparts.

This Agreement may be executed in two or more counterparts, including by way of facsimile, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

6.7. Headings.

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part or affect in any way the meaning or interpretation of this Agreement.

6.8. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, letters of intent, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party hereto or by any officer, director or agent of any party hereto.

6.9. Third Parties.

Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, entity or governmental authority other than the parties hereto, and their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

6.10. Severability.

The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, and, if any one or more of the words, phrases, sentences, clauses, sections or subsections contained in this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed to most closely effectuate the intentions of the parties and to be valid.

6.11. Waiver of Compliance.

Any failure of Miami Beach, on the one hand, or Old Lyme Shores or Old Colony, on the other hand, to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by an authorized officer of Miami Beach, Old Lyme Shores or Old Colony, respectively, but such waiver or failure to insist upon strict compliance with any such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto here executed, or caused to be executed, this Agreement on the date first written above.

THE MIAMI BEACH ASSOCIATION

THE MIAMI BEACH ASSOCIATION WATER POLLUTION CONTROL AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

THE OLD LYME SHORES BEACH ASSOCIATION

THE OLD LYME SHORES BEACH ASSOCIATION WATER POLLUTION CONTROL AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

THE OLD COLONY BEACH CLUB ASSOCIATION

THE OLD COLONY BEACH CLUB ASSOCIATION WATER POLLUTION CONTROL AUTHORITY

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule 4.1

Easements to be Delivered to the Associations

As shown on Exhibit A to the Cost Sharing Agreement, the Plan calls for two alternative approaches for the site of the pump station. Under Alternative 1, the pump station will be located on land belonging to the Miami Beach Club. Under Alternative 2, the pump station will be located on land belonging to the Town of Old Lyme.

Under **Alternative 1**, the Associations will require the following easements to make the connection to a new wastewater pump station located on the Miami Beach parking lot:

<u>Granting Party</u>	<u>Easement to be Granted</u>
Town of Old Lyme.....	Swan Ave. right-of-way
Town of Old Lyme.....	Swan Ave.
Town of Old Lyme.....	Hartford Ave.
Long Island Sound Properties LLC.....	85 Swan Ave.
Long Island Sound Properties LLC.....	86 Hartford Ave
Old Colony Beach Club Association.....	East side of Swan Ave. right of way west of Old Colony Road
Miami Beach Club.....	Pond Road
Miami Beach Club.....	83 Corsino Avenue (Pump Station Site)

Should the Associations follow **Alternative 2**, the Associations will require the following easements to make the connection to a new wastewater pump station located on land owned by the Town of Old Lyme:

<u>Granting Party</u>	<u>Easement to be Granted</u>
Town of Old Lyme.....	Swan Ave. right-of-way
Town of Old Lyme.....	Swan Ave.
Town of Old Lyme.....	Hartford Ave.
Town of Old Lyme.....	91 Hartford Ave. (Pump Station Site)
Long Island Sound Properties LLC.....	85 Swan Ave.
Long Island Sound Properties LLC	86 Hartford Ave
Old Colony Beach Club Association.....	East side of Swan Ave. right of way west of Old Colony Road
Miami Beach Club.....	Pond Road

Exhibit A

The Plan

(as of August 27, 2015)

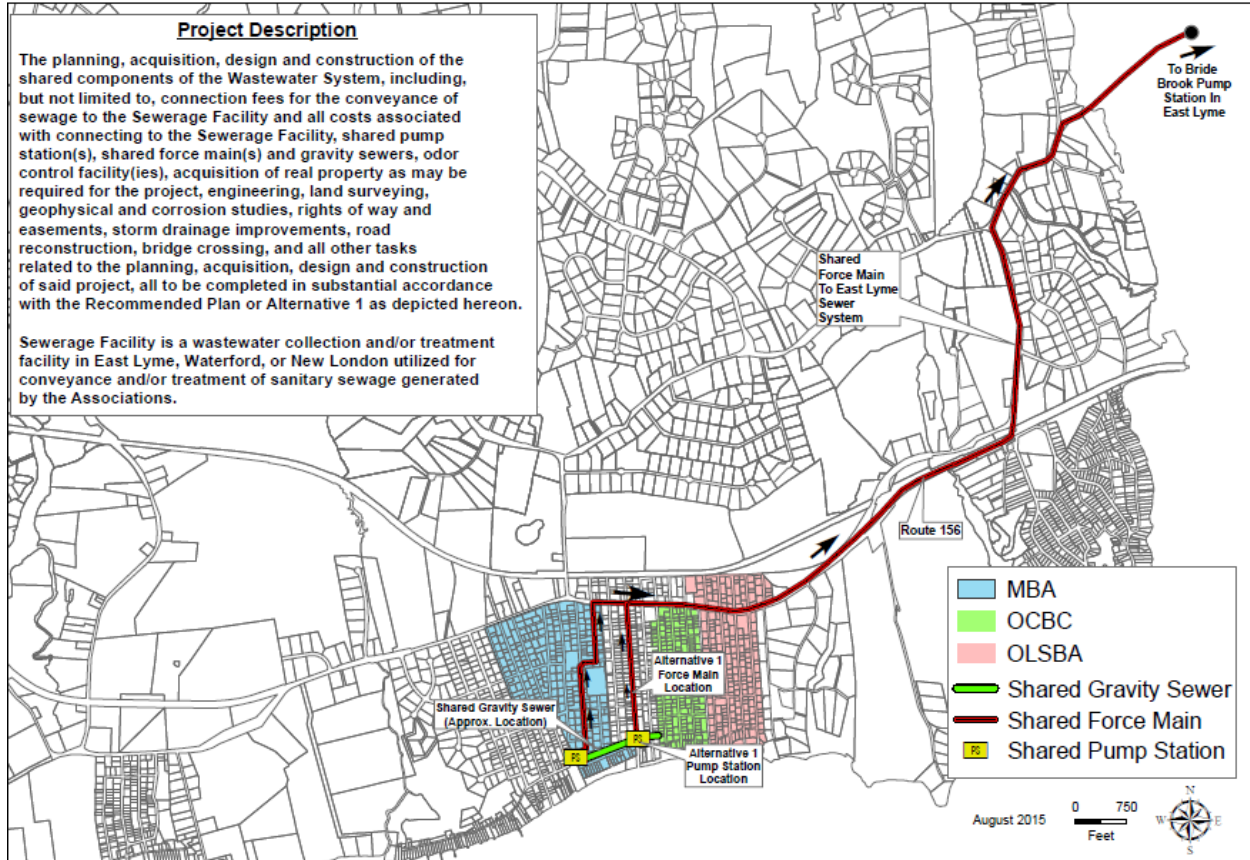


Exhibit B

Wastewater System Project Cost-Sharing Schedule & Allocation of Project

Municipal Associations Capital Cost Sharing Apportionment for the Wastewater System by EDU Existing Developed Lots Only

(as of May 2015)

Old Lyme Beach Association	# of EDU's*	Percent (%) of Total EDU's
Miami Beach Association	225	35.3
Old Colony Beach Club Association	221	34.6
Old Lyme Shores Beach Association	192	30.1
Total	638	100.0

EDU- Equivalent Dwelling Unit

- * *MBA* - EDU value based on existing development. Existing includes 225 single family residences (and 35 undeveloped lots not included in the apportionment herein). Existing: 225 EDU Source - 2013-12-12 MBA Draft WW Facilities Plan by F&O
- * *OCBCA*- EDU value based on existing development. Existing includes 196 single family residences, 5 multifamily, 18 condominium, and 22 boarding rooms. (Future development consists of an additional 15 single family residences not apportioned herein). 221 EDU. Source - OCBCA Draft Wastewater Management Plan 2011 by RFP
- * *OLSBA*- EDU value based on existing development. Existing includes 192 single family residences. (Future development consists of an additional 14 single family residences for vacant lots not included herein). 192 EDU - Source - Coastal Wastewater Management Plan by W&C December 2014