

**EAST LYME WATER AND SEWER COMMISSION
PUBLIC HEARING AGENDA**

April 22, 2025

6:30 PM

**Public Hearing Regarding Water and Sewer Rates
East Lyme Town Hall
(Upstairs Main Meeting Room)**

- 1. Call to Order / Pledge of Allegiance**
- 2. Discussion on Proposed Sewer Rates**
- 3. Discussion on Proposed Water Rates**
- 4. Public Comment**
- 5. Adjournment**

2025 APR 16 A 11:36

RECEIVED FOR RECORD
EAST LYME TOWN OF

**EAST LYME WATER AND SEWER COMMISSION
REGULAR MEETING AGENDA**

Regular Meeting

Immediately Following the Public Hearing

- 1. Call to Order**
- 2. Approval of Minutes**
 - a. Regular Meeting Minutes – March 25, 2025**
- 3. Delegations**
- 4. Correspondence Log**
- 5. Billing Adjustments/Disputes – None**
- 6. Discussion and Possible Action on Cell Tower Lease Agreement**
- 7. Executive Session – Pending Litigation: Parker's Place and Landmark**
- 8. Approval of Bills**
- 9. Finance Director Report**
- 10. Project Updates**
 - a. DEEP Mediation on Diversion Permit Re Bride Brook Wells**
- 11. Discussion and Possible Action on Proposed FY26 Sewer Budget**

12. Discussion and Possible Action on Proposed FY26 Water Budget

13. Discussion and Possible Action on Proposed Sewer Rates

14. Discussion and Possible Action on Proposed Water Rates

15. Chairman's Report

16. Staff Updates

- a. Water Department Monthly Report**
- b. Sewer Department Monthly Report**

17. Future Agenda Items

- a. Sewer Capacity Subcommittee**
- b. Capital Projects Subcommittee**

18. Adjournment

Water & Sewer
March 25th, 2025 Meeting Minutes

RECEIVED FOR RECORD
EAST LYME, CT
2025 MAR 31 A 8:55
TOWN OF EAST LYME
COMMUNITY DEVELOPMENT

EAST LYME
WATER & SEWER COMMISSION

APR 22 2025

AGENDA# 2a

Minutes of East Lyme Water and Sewer Commission Regular Meeting - 03/25/25

Date and time: 03/25/25 7:00 PM to: 03/25/25 9:17 PM

Present: Brooke Stevens, Recording Secretary, Commission Members:, David B. Bond, Carol Russell, Dan Cunningham, Chairman, Ken Roberts, David J. Murphy, David R. Zoller, Absent:, Roger L. Spencer, Lindsay Bollenbach, Michelle Royce Williams

CC: Ben North, Municipal Utility Engineer, Ann Cicchiello, Deputy First Selectman, Joe Bragaw, Director of Public Works, Mark Zamarka, Town Attorney, Kevin Gervais, Finance Director, Mitch Nixon, Deputy Finance Director/Purchasing Agent

Location: East Lyme Town Hall, Upper Conf. Room, 108 Pennsylvania Ave., Niantic, CT, 06357

Topics


1. Call to Order

Note Chairman Cunningham called the March 25th, 2025, Regular Meeting of the East Lyme Water & Sewer Commission to order at 7:00 p.m. and led those assembled in the Pledge of Allegiance. He did roll call; a quorum was present.

2. Approval of Minutes

2-1. Special Meeting Minutes of February 18th, 2025

Note see attached minutes.

 [Minutes-of-East-Lyme-Water-and-Sewer-Commission-Special-Meeting-02_18_25.pdf](#)

Decision MOTION (1)

Mr. Bond moved to approve the Meeting Minutes of February 18th, 2025, as submitted.

Ms. Russell seconded the motion.

Motion carried, 4-0-2.

Mr. Murphy and Mr. Zoller abstained from the vote due to their absence from the February 18th, 2025, Meeting.


3. Delegations

3-1. Harry Heller representing Parkers Place LLC


Note Attorney Harry Heller, representing Parkers Place LLC, argued that the 75,000-gallon sewer capacity allocation to Pelletier -Niantic should be null and void due to noncompliance with the ordinance's 12-month deadline for securing land use permits. He added that no site-specific application has been filed for the previously granted allocation and could appear as a potential prejudice to other applicants if excessive extensions are allowed.

4. Correspondence Log

Note see attachment.


 [1828_001.pdf](#)

Note Mr. North noted they received a communication from Harry Heller, representing Parkers Place LLC, yesterday.

 [1827_001.pdf](#)

5. Billing Adjustments/Disputes

Note see attachment.

 [1829_001.pdf](#)

5-1. 1 and 10 Adjustments for Commission Discussion

Note The Commission discussed potential changes to the "one in ten" policy for water billing adjustments, particularly regarding irrigation systems.

Mr. North noted some of the following during his discussion with the Commission:

The two cases of 2 Oak Street and 17 Arbor Crossing are very similar.

There's a potential loophole in the "one in ten" policy.

Both cases involve irrigation systems.

Homeowners notified of high consumption via AMI system.

Approximately 100,000 gallons of water wasted in each case.

No receipts showing repair work and 17 Arbor claims repairs can't be made until the new season when the system is turned back on.

The current practice is for Staff to approve these types of cases.

He's bringing this to the Commission's attention because the new AMI system alerts customers to issues and there has been an increase in irrigation-related "one in ten" applications.

He's proposing they consider excluding irrigation from the "one in ten policy."

He thinks they should take a look at the policy and determine if irrigation cases fit the spirit of the regulation.

Note Mr. Roberts emphasized that receipts for repair need to be provided by irrigation companies. Mr. North said they could review these on a case-by-case basis.

Note Mr. Bond noted one of the long-term goals associated with the new meters was to eliminate the "one in ten" cases from their agendas. When they were a part of their meetings before, they consumed every one of their meetings.

Note Mr. North said he could see them creating a threshold and implementing a reaction time limit for customers after notification.

Task Mr. Bragaw suggested that Staff review the existing 2017 policy, make some recommendations, and present them at the May meeting.


Note Mr. North pointed out that this policy is very irregular in the water industry and that he has never seen something so generous. He wanted to bring these matters to their attention, as they must subsidize rates for others who are paying their bills and addressing their leaks, alongside those exploiting this policy, it essentially results in the absorbing the cost. They are allocating resources to notify customers through personnel and postcards to ensure they are informed about over usage.

Note Mr. Bond added that regardless of what is decided, people need to have some avenue to come before the Commission for consideration, if needed.

Note Mr. North said he will approve these two cases, and they can revisit this topic at the May meeting.

6. Approval of Bills

Note see attachment.

 [1831_001.pdf](#)

Decision MOTION (2)


Mr. Murphy moved to approve the Tighe & Bond bill, Inv. No. TB-1015621, in the amount of \$2,096.25.

Mr. Zoller seconded the motion.

Motion carried, 6-0-0.

7. Finance Director Report

Note see attachment.

 [1826_001.pdf](#)

Note Mr. Gervais highlighted some of the following in regard to his report:

1. Water Meter Service Revenue

*Budgeted- approximately \$4.1 million.

*Collected to date- 54.4%.

*May bills typically smaller than October due to less irrigation.

2. Water Operations

*Total budget- \$4,635,420.

*Collected to date- \$2,733,000 out of \$4.6 million.

*Remaining to collect- \$1.9 million

*Expenses to date- \$2,082,000

*Outstanding purchase orders- \$350,000; 54% through the year, spending less than expected.

3. Sewer Operations

*Budget: \$2.8-\$2.9 million.

*Revenue collected- \$1.56 million (over half.)

*Expenses- \$1.3 million out of \$2.2 million budgeted.

*Cash account balance- \$900,000.

4. Notes

*Plan to create separate investment accounts for water, sewer, and grant funds.

*Current interest rate- 4.4%.

*Some expenses miscoded between revenue and expense lines, to be corrected.

5. Sewer System Assets

*Total assets- \$9.8 million.

*Utilities and services (distribution system) value- \$38 million.

*Original system cost- \$53 million.

*Annual depreciation- approximately \$800,000.

*Need to reinvest in the system to counter aging.

Note Mr. Gervais shared that monthly, he will provide budget reports and graphic sheets, and quarterly, he will provide projections through year-end and balance sheets. The Deputy Finance Director will present two months per quarter, and the last month of the quarter the Finance Director will present; they'll do monthly, year-to-date budget reports every month, and then quarterly they'll touch upon projections through year-end and balance sheets.

Task Mr. Murphy requested that they receive the Bond report going forward as well.

Owned by Kevin Gervais, Finance Director


8. Project Updates

8-1. DEEP Mediation on Diversion Permit re Bride Brook Wells

Note Mr. North said he would prefer that they discuss this next month once they have the signed version.

9. Discussion and Possible Action Regarding a Request for an Extension of Sewer Capacity Allocation for Pelletier-Niantic CT. LLC at 200 Pennsylvania Ave

Note see attachment.

 [1832_001.pdf](#)

Note Edward Cassella of 29 Elm Street, Old Saybrook, representing Pelletier-Niantic LLC, came forward and said some of the following:

They're request for an additional 12-month extension for sewer capacity allocation on 200 Pennsylvania Avenue.

75,000 gallons were granted in March 2023, and extended in February 2024.

They're requesting an additional extension due to delays including Applicant's severe illness as well as permit issues.

Their original application includes extending the sewer line 4,200 feet from Main Street up Pennsylvania Avenue at the Developer's cost, which will be a great benefit for the town.

Their application for a text amendment was denied by Zoning last week, so they will be simplifying the project to include elderly housing and a community building, which is allowed under existing SUE zoning regulations.

The new plan simplifies permitting process (Wetlands and Zoning only.)

Potential benefits include economic development, cost savings for town, pollution abatement, public health improvements, expansion of sewer system access.

The Commission has authority to grant additional extensions- these are your regulations, you drafted them, and you impose them.

The 48-month deadline still in effect, expiring in 2027.

They're requesting an additional one-year extension for sewer capacity allocation and to apply for and obtain all approvals.

The Developer had 9 months where he was unable to work on the project.

The Developer's daughter has now partnered with him and they're ready to move forward "full steam ahead."

Note Dan Trakas of 194 Pennsylvania Avenue, the property owner, came forward and detailed the project background and his family history in town. The property has been owned by his family since 1927 (nearly 100 years), and they've made improvements to the property as the town has grown and changed. The Developer experienced health issues, delaying the project progress but his family has extended agreement with the Developer to get the project underway.

Mr. Trakas said his family has a long history as good stewards of this property and community. They have compassion for the Developer's health issues and have a desire to see the property developed properly, as a community asset.


Note Kevin Byrne of 29 Jolin Lane in Colchester, said he's speaking on behalf of his mother Alice Trakas, who lives at 9 Herster Drive in Niantic. He said this project will grow the grand list without burdening the school system and give the public benefit of a sewer line.

Note Attorney Harry Heller, representing Parkers Place LLC, said there is limited sewer capacity purchased from New London, and the intent of this ordinance was to allocate it fairly. He explained that there are two parts of ordinance- all approvals must be applied for within 12 months, which is mandatory, and there is a 48-month period to pursue approvals if applied for.

Mr. Heller pointed out that no site-specific application was filed within a two-year period and the applicant has not complied with the extension granted last year. He added that Parkers Place LLC is a stakeholder and has applied for an allocation of sewer capacity with their Commission; they have standing and are potentially aggrieved by the action of the Commission. The ordinance has not been satisfied, so the application must be null and void.

Note Mr. Cassella argued that with respect to the ordinance, if the Commission grants an additional extension of time, there will still be two benchmarks outstanding: the additional year to apply and the additional two years to obtain all approvals. Therefore, the timeline remains set. It is merely a matter of allowing this project to be fine-tuned and submitted within the given timeframe. From their perspective, there is no prejudice to others due to these delays, and that is why they are requesting the extension be granted.

Note see Exhibit A.

 [1825_001.pdf](#)

Note Mark Zamarka, Town Attorney, presented Exhibit A for the record and noted some of the following: The previous extension granted stated that all permits were to be secured by March 28th, 2025. The Commission may extend an allocation beyond 4 years for "good cause." A literal reading of ordinance does not allow extension of the initial 12-month application period. The regulation uses mandatory language "shall", which may limit the Commission's options. Granting an extension could potentially lead to legal challenges. They have prepared two resolutions for consideration, one that approves the extension and one that denies it.

Note Mr. Zoller and Mr. Cunningham wondered if the new project concept may require a new application, or if it's a modification of an existing application.

Note The Commission inquired if the capacity need would be less given the proposal change and Mr. Cassella replied that it could be, that it depends on the number of units requested; they're still planning the scope of the project.

Note Mr. Zamarka advised that they do not have the authority to modify the allocation tonight.

Note Mr. Bond asked how the application went before Zoning and Mr. Zamarka explained that it was a text amendment for a floating zone that was applied for, but that it's not specific to this property.

Note Mr. Roberts and Ms. Russell both felt that they have no option but to reject the extension due to noncompliance with the previous extension obligations.

Note Mr. Murphy said he likes the project but unfortunately, they didn't meet the requirements. He hopes they come back before them.

Note Mr. Zoller said he would also support termination, to him, this is starting all over and is a new application.

Note Mr. Bond disagreed, he believes the town should allow the extension. He also thinks that the application from Parkers Place LLC should have been granted; more development projects should be approved to support the local economy.

Note Mr. Cunningham noted they supported giving the extension a year ago but now they're bound by the regulation and mandatory language.

Decision MOTION (3)

Mr. Roberts moved to follow the course of action associated with Exhibit A:

WHEREAS, on January 19,2023, Pelletier-Niantic, LLC ("Applicant") filed with the East Lyme Water and Sewer Commission ("Commission") an application for determination of sewer capacity pursuant to General Statutes 7-246a (a)(1) and the East Lyme Regulation entitled "Applications for Determination of Sewer Capacity Pursuant to General Statutes §7-246a(a)(1)" ("Regulation"), seeking an allocation of 1 10,000 gallons per day ("gpd") of sewer capacity for a proposed multi-building designed for assisted living and associated medical facilities to be located on property at 200 Pennsylvania Avenue ("Application"); and

WHEREAS, on March 28,2023, the Commission granted the Application and allocated capacity to the Applicant in the amount of 75,000 gpd pursuant to the Regulation; and WHEREAS, Section II.1 of the Regulation states that a successful applicant must apply for all necessary land use approvals and provide proof of such application within 12 months of the expiration of the appeal period of a capacity allocation, and that failure to comply with that section results in termination of the allocation and that the allocation shall thereafter be considered null and void; and

WHEREAS, at the Commission meeting of February27,2024, the Applicant, through its counsel, requested an extension of one year to secure, and not merely apply for, all necessary land use approvals pursuant to the Regulation. The Applicant acknowledged that the purpose of the one-year extension was to allow the Applicant to secure all necessary land use approvals, and that if it failed to do so the allocation would terminate and be considered null and void; and

WHEREAS, at the February 27,2024 meeting the Commission approved the Applicant's request for a one-year extension, until March 28,2025, to secure all necessary land use approvals; and

WHEREAS, on March 3,2025, the Applicant, through its counsel, wrote to the Commission requesting a further extension of one year through April 1, 2026, stating that medical issues prevented the Applicant from complying with the one-year extension granted on February 27,2024; and

WHEREAS, as of March 3,2025, the Applicant has secured no land use approvals, has applied only for a text amendment to the East Lyme Zoning Regulations, and has not applied to the Inland Wetlands Agency or to the Zoning Commission for site plan approval; and

WHEREAS, the March 3,2025 letter is the only communication received by the Commission or its staff from the Applicant since the February 27,2024 extension was granted; and

WHEREAS, based on the foregoing the Commission finds that:

1. The Applicant has not applied for all necessary land use approvals in compliance with Section II.1 of the Regulation,
2. The Applicant has not complied with the terms of one year extension granted on February 27, 2024, and which ends on March 28, 2025.
3. Based on the representations in its March 3, 2025, letter, the Applicant cannot comply with the terms of the February 27, 2024, extension by March 28,2025.

4. The Commission finds that good cause does not exist to grant the Applicant further extensions of time to apply for or secure all necessary land use approvals.

5. Pursuant to Section II.1 of the Regulation, the allocation of 75,000 gpd of treatment capacity granted to the Applicant on March 28,2023 shall terminate effective March 29,2025 and shall be considered null and void.

BE IT THEREFORE RESOLVED, that the East Lyme Water and Sewer Commission, acting as the Town's Water Pollution Control Authority, pursuant to the Regulation and based on a review of evidence in the record as set forth herein, hereby declares that the allocation of 75,000 gpd of sewer treatment capacity granted to the Applicant Pelletier Niantic, LLC dated March 28, 2023, shall terminate effective March 29, 2025, and shall be considered null and void.


Ms. Russell seconded the motion.

Motion carried, 5-1-0.

Nay- Mr. Bond.

10. Discussion on Proposed FY26 Water and Sewer Budgets and Rates and Set Public Hearing

Note see attachment.

 [1833_001.pdf](#)

Note Mr. Bragaw gave an update on the sewer budget and rates highlighting some of the following:

1. Budget Overview-

*Proposed sewer budget shows an increase of 8.21% or \$238,362 more than the previous year (2024-2025.)

*Paying off remaining \$325,000 of \$1.1 million debt at the end of the fiscal year.

*Increasing capital reserve line from \$100,000 to \$400,000.

2. Debt Payoff & Improvements-

*Paying off the last \$325,000 of \$1.1 million debt.

*Eliminates a recurring budget line for debt payment; allows for increased focus on capital reserve and depreciation.

3. Capital Reserve and Depreciation-

*Increasing capital reserve line from \$100,000 to \$400,000; aligns with recommendations from auditors and finance experts.

*Addresses the need to fund depreciation properly.

4. Planning-

*Allocating \$100,000 for potential bond issuance on the sewer side.

*\$4.7 million in sewer assessment available; plan to leverage sewer assessment for upcoming projects.

*Meeting with Capital Improvement Subcommittee to review projects.

Note Mr. Bragaw detailed how they're suggesting a rate increase of 3.5% and won't have an additional rate hearing this fall like they typically do.

Note Mr. North gave an update on the water budget and highlighted some of the following:

Current year budget for New London and Waterford- \$1.1 million.

Projected actual spend- \$700,000.

Reason for underspend- Improved efficiency and other towns' increased flows.

Increasing capital depreciation reserve.

Treatment costs trending downward.

Goal- Set aside \$800,000 annually for capital depreciation.

Current proposal- \$400,000.

Next year's target- \$600,000.

Electricity Costs-

*Significant increase in electricity expenses; affects both sewer and water departments & impacts pump station operations.

*Proposing a 3% rating budget increase (excluding capital.)

*Establishing a capital reserve for anticipated PFAS payments in fiscal year 27 or 28.

Salary and Personnel-

*Deputy Public Works retirement resulting in decreased salary line.

*Field salaries line expected to have minimal increase.

*Breaking out stipends and longevity payments from field personnel overtime line for clarity.

*Employee benefits and pensions now itemized separately.

*Health insurance increasing by 9-10%.

*Pension increasing by 50%.

*Increased mailings due to lead copper rule compliance.

*Interconnection costs decreasing; anticipated spending of only \$30,000 this year.

Attributed to AMI system improvements, leak repairs, and well investments.

Pump station maintenance-

*Line decreasing, being reallocated to capital fund.

*Maintenance includes motor replacements and equipment upgrades.

Well maintenance-

*Slight increase due to well surging and redevelopment.

\$18,000 annual payment for Bride Lake gauging station.

*Vehicle maintenance costs rising.

*Electrical costs increasing; new Eversource charges including sales tax for bills over \$150.

Capital and Debt-

*Bond interest and principal payments around \$1 million annually; approximately 20-21% of overall operating budget.

*Capital line earmarked at \$200K, currently underutilized.

*Anticipating increased debt for PFAS treatment.

*Current debt obligations at \$1 million annually.

*PFAS-related debt expected to increase to \$1.7 million.

*Projecting 13% rate increase next year.

*Average water and sewer customer to see 7% overall rate increase.

*Tiered rate structure- 9% increase for lowest tier (under 40,000 gallons in 6 months) and 3% increase per tier for higher usage.

*Manual meter fee increased to \$175 from \$150.

*Implementing irrigation rate; aiming to address increased summer demand due to irrigation.

Voluntary program proposed for irrigation water metering.

Not addressing areas without sewers.

Higher water rates for customers without sewer deduct situation.

Note The Commission had a lengthy discussion about hydrant fees and Ms. Russell suggested adjusting per hydrant fees toward approximately \$100 per hydrant in future negotiations. The Commission discussed how current fees are low compared to historical levels and the potential of sharing costs between water/sewer ratepayers and the broader town since fire hydrants serve the entire community.

Note Mr. Bond noted how they have to look for revenue since it doesn't appear they will be getting additional customers anytime soon.

Decision MOTION (4)

Mr. Bond moved to set a Public Hearing on April 22nd at 6:30 p.m. to consider the proposed sewer rate as recommended by Town Staff.

Mr. Zoller seconded the motion.

Motion carried, 6-0-0.

Decision MOTION (5)


Mr. Murphy moved to set a Public Hearing on April 22nd at 6:30 p.m. to consider the adoption of the proposed sewer rates as recommended by Town Staff.

Mr. Zoller seconded the motion.

Motion carried, 6-0-0.

11. Discussion and Possible Action to Acquire a Loan from Sewer Assessment for a New Water Department Vehicle

Note see attachment.

 [1834_001.pdf](#)

Note Mr. North detailed their proposal to acquire a new Water Department vehicle and shared the following:
Need to replace 19-year-old utility body truck.

Estimated cost- \$85,000.

The proposal is to purchase it through the sewer assessment fund as a capital expense.

The last three vehicles were purchased through this method.

Repayment plan- first principal installment in early FY2026, followed by four quarterly installments at an interest rate of 4.25%.


12. Chairman's Report

Note Mr. Cunningham emphasized the need for long-term planning regarding aging infrastructure, and sewer capacity. He added that the UPSEU negotiations are preceding in a timely fashion.

13. Staff Updates

13-1. Water Department Monthly Report


Note see attachment.

 [1835_001.pdf](#)

Note Mr. North detailed the attached report.

13-2. Sewer Department Monthly Report

Note see attachment.

 [1836_001.pdf](#)

Note Mr. North detailed the attached report.

14. Future Agenda Items

14-1. Finance Subcommittee

Note Mr. North noted they've established the Subcommittee, but they haven't met yet.

14-2. Capital Projects Subcommittee

Note The Commission discussed pivoting slightly and focusing on the Capital Subcommittee next. Mr. Cunningham noted that the town has had great success with the Capital Improvement Committee, and thinks they could follow suit with the Water & Sewer Departments.

Note Ms. Russell said the Sewer Capacity Subcommittee needs to meet and be part of the agenda going forward.

14-3. Building Security and Cyber Security Internal Audit

Note Mr. North said he is supposed to have a meeting with CSIA to finish up the report. He's waiting to hear back from them.

15. Adjournment

Decision MOTION (6)

Mr. Murphy moved to adjourn the March 25th, 2025, Water & Sewer Commission Meeting at 9:17 p.m.

Mr. Bond seconded the motion.

Motion carried, 6-0-0.

Note Respectfully Submitted,
Brooke Stevens,
Recording Secretary

Task Summary

New Tasks

Task Mr. Bragaw suggested that Staff review the existing 2017 policy, make some recommendations, and present them at the May meeting.

Task Mr. Murphy requested that they receive the Bond report going forward as well.

Owned by Kevin Gervais, Finance Director

Request for Water & Sewer Commission

TO: Water & Sewer Commission

FROM: Ben North

DATE: April 17, 2025

SUBJECT: Cell Tower Lease Agreement for Boston Post Rd Water Tower

Summary of Agenda Item:

The Water and Sewer Commission Chairman and staff have negotiated a new lease agreement with T-Mobile for their enjoyment of space on the Boston Post Rd Water Tower. Highlights of the new agreement include a \$5000 sign-on bonus, an agreement to temporarily relocate equipment cell equipment when the tank needs painting, and an increase in the monthly rent of almost twice the old amount to \$3000/month with a 3% annual CPI escalation. The Commission will also be receiving the difference in the new rent amount back to the original expiration date of the current agreement, which expired in August 2023.

Action Needed:

Motion to follow

Attachments:

First Amendment Lease Agreement

Prepared By: Ben North

**W&S Agenda
Item No. 6
Date: 4/22/25**

FIRST AMENDMENT LEASE AGREEMENT

This First Amendment to Lease Agreement ("**Amendment**") is made effective the _____ day of _____, by and between Sprint Spectrum L.P. ("**SSLP**") ("**Lessee**"), and Town of East Lyme ("**Lessor**"). Lessor and Lessee are collectively referred to herein as the "**Parties.**"

RECITALS

WHEREAS Lessor's and Lessee's predecessors in interest entered into that certain PCS Site Agreement effective August 23, 1999, as may have been amended and/or assigned (collectively, the "**Lease**"), pursuant to which Lessee is leasing space for a telecommunications facility at 440 Boston Post Road, East Lyme, Connecticut 06357 (as more fully described in the Lease, the "**Premises**"). Lessee and Lessor now wish to further amend the Lease as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.

2. The term of the Lease is hereby extended to midnight on August 22, 2028 (the "**Current Term**"), and Lessee shall have the right to extend this Lease for three (3) additional five-year terms (each, a "**Renewal Term**"), respectively, on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended. This lease shall have commenced on August 23, 2023 ("**the Commencement Date**") upon full execution

3. Lessee's addresses for notice purposes in section 9 of the Lease are hereby deleted and replaced with the following:

Sprint Property Services
Sprint Site ID No.: CT33XC580
Mailstop KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

With a copy to:

Sprint Law Department
Attn.: Real Estate Attorney
Sprint Site ID No.: CT33XC580
Mailstop KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020

4. Each person signing this Amendment on behalf of Lessor or Lessee represents that he or she is duly authorized to sign this Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Amendment, this Amendment shall prevail.

5. Lessor warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Lessor's execution of this First Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

6. The Lease remains in full force and effect as amended by this Amendment and is hereby ratified and confirmed by the Parties.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

8. Landlord reserves the right to require Tenant to relocate its equipment to a functionally equivalent location on the Water Tank property. Tenant shall complete the relocation of its equipment within one hundred twenty (120) days after written notice from Landlord. The relocation shall be at Tenant's expense.

9. Rent.

a. License Fee ("Rent") Licensee shall pay Licensor a license fee hereunder monthly in advance by the first day of every month the sum of Three Thousand and 00/100 Dollars (\$3,000) (the "License Fee"), commencing on and from the Commencement date, Without notice, deduction or setoff.

b. Signing Bonus. Licensee agrees to pay Licensor a one-time, non-refundable signing bonus in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Signing Bonus"), to be paid within thirty (30) days of full execution of this Agreement by both parties.

c. Tenant shall pay Landlord a late payment charges equal to five percent (5%) of the late payment for any payment not paid within 30 days of date due. Any amounts not paid when due shall bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

d. The license fee shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of three percent (3%)

e. License fee and all other considerations to be paid or provided by Licensee to Licensor shall constitute Rent and shall be paid or provided without offset.

10. Use of Premises.

a. Tenant shall use the Premises for the installation, operation, and maintenance of its Antennae Facilities for the transmission, reception and operation of a communications system and uses incidental thereto and for no other uses. Landlord may permit others to use other portions of the Water Tank.

b. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations in connections with the use, operation, maintenance, construction and/or installation of the Antennae Facilities and/or the Premises. Landlord agrees to reasonably cooperate with Tenant in obtaining, at Tenant's expense (including reimbursement of Landlord/s reasonable attorney and administrative fees), any federal licenses and permits required for or substantially required by Tenant's use of the Premises.

c. (1) The Tenant shall remove the Antennae Facilities from the Premises upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures, or operations on the Premises, including use of the Premises by Landlord or any of Landlord's assignees or lessees. If, however, Tenant requests permission not to remove all or a portion of the improvements, and Landlord consents to such non-removal, title to the affected improvements shall thereupon transfer to Landlord and the same thereafter shall be the sole and entire property of Landlord, and Tenant shall be relieved of its duty to otherwise remove same.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Tenant shall restore the affected area of the Premises to the condition existing prior to the Commencement Date of this Agreement, normal wear and tear excepted. Tenant will be required to provide for pre and post inspection services of the affected area by a landlord-approved vendor to verify restoration of affected area.

(3) All costs and expenses for the removal and restoration to be performed by Tenant pursuant to subparts (1) and (2) above shall be borne by Tenant, and Tenant shall hold Landlord harmless from any portion thereof.

11. Construction Standards. The Antennae Facilities shall be installed on the Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antennae Facilities in a manner, and to specifications and standards determined by the Landlord and consistent with the color of the Water Tank or to otherwise shield the Antennae Facilities from view. Tenant will be required to provide for pre and post inspection services of the affected area and Antennae Facilities by a Landlord-approved vendor to verify restoration of affected area.
12. Installation of Tenant Equipment. Tenant shall have the right, at its sole expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations.
13. Equipment Upgrade. Tenant may update or replace the Antennae Facilities from time to time with the prior written approval of Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Water Tower is approved in writing by Landlord. Tenant Shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials such as structural calculations as may be requested, for Landlord's evaluation and approval. As technology advances and improved Antennae are developed and reasonably available, Landlord may require in its sole discretion the replacement of existing Antennae with the improved Antennae, as long as the installation and use of the improved Antennae are practical and technically feasible.
14. Maintenance.
- a. Tenant shall, at its own expense, maintain the Premises and any equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to interfere with the use of or other leasing of the Water Tank by Landlord. Tenant shall not interfere with the use of the Water Tank, related facilities or other equipment of other Tenants.
- b. Tenant shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, Antennae Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.
- c. Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
- d. In the event the Landlord or any other Tenant undertakes painting, construction or other alterations on the Water Tank, Tenant shall take reasonable measures at Tenant's cost to cover Tenant's equipment, personal property or Antennae Facilities and protect such from paint and debris fallout which may occur during the painting, construction, or alteration process.

15. Premises Access.

a. Tenant shall have access through the Water Tank from 8:00 a.m. to 3:00 p.m. Monday through Friday, holidays excepted, in order to install operate and maintain its Antennae Facilities, upon twenty-four (24) hours advance notice to Landlord. In case of emergencies, Tenant shall have access through the Water Tank to the Premises at any time, by means reasonably designated by Landlord, upon as much advance notice to Landlord as circumstances permit

b. Landlord shall be allowed and granted access to the Premises at reasonable times to inspect the Premises for safety reasons or to ensure that the Tenant's covenants are being met.

16. Utilities. Tenant shall, at its expense: separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay for all costs associated therewith.

17. License Fees. Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Tenant's use of the Premises.

18. Approvals: Compliance with Laws. Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antennae Facilities in accordance with site standards, statutes, ordinances, rules and regulations now in effect or that may be issued thereafter by the Federal Communications Commission or any other governing bodies.

19. Interference. Tenant's installation, operation, and maintenance of its transmission facilities shall not damage or interfere in any way with Landlord's operations or related repair and maintenance activities or with such activities of other Tenants. Tenant agrees to cease all such actions which materially interfere with Landlord's use of the Water Tower immediately upon actual notice of such interference, provided, however, in such case, Tenant shall have the right to terminate the Lease. Landlord, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Premises in connection with its operations as may be necessary, including leasing parts of the Water Tank to others.

Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests a lease and/or permission to place any type of additional Antennae or transmission facility on the Water Tank, the procedures of this paragraph shall govern to determine whether such Antennae or transmission facility will interfere with Tenant's transmission operations.

20. Default and Landlord's Remedies. It shall be a default if Tenant defaults in the payment or provision of Rent or any other sums to Landlord when due, and does not cure such default within ninety (90) days of notice of default; or if Tenant defaults in the performance of any other covenant or condition of this Lease and does not cure such other default within ninety (90) days after written notice from Landlord specifying the default complained of; or if Tenant abandons or vacates the Premises; or if Tenant is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Tenant becomes insolvent or Landlord reasonably believes itself to be insecure.

In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons therefrom, and either (a) declare this Lease at an end, in which event Tenant shall immediately remove the Antennae Facilities (and proceed as set forth in paragraph 4(c)) and pay Landlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of reletting); and (iii) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under the Lease; or (b) without terminating this Lease, relet the Premises, or any part thereof, for the account of Tenant

upon such terms and conditions as Landlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due to Landlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefor as such monthly deficiencies shall arise.

No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

If suit shall be brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach or any other covenant, the Tenant shall pay to the Landlord all expenses incurred therefore, including reasonable attorneys' fees.

21. Cure by Landlord. In the event of any default of this Lease by Tenant, the Landlord may at any time, after notice, cure the default for the account of and at the expense of the Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require payment of any sum of money or is compelled to incur any expense, including reasonable attorneys' fees in instituting, prosecuting or defending any action to enforce the Landlord's rights under this Agreement, the sums so paid by Landlord, with all interest, costs and damages shall be deemed Additional Rent and shall be due from the Tenant to Landlord on the first day of the month following the incurring of the respective expenses.

22. LICENSEE'S RIGHT TO TERMINATE: Notwithstanding any provision contained in this Agreement, Licensee may terminate this Agreement under the following circumstances and notice given to Licensor:

(a) Before the Commencement Date, Licensee shall have the right to terminate this Agreement at any time and for any or no reason by delivering prior written notice to Licensor.

(b) After the Commencement Date, during the Term, Licensee shall have the right to terminate this Agreement at any time and for any or no reason by delivering prior written notice to Licensor and paying Licensor a fee equal to six (6) months of the then current License Fee ("Termination Fee"), unless Licensee terminates for reasons set forth in Paragraph 16(c) or otherwise set forth within this Agreement, in which event Licensee shall not pay a Termination Fee to Licensor.

(c) After the Commencement Date, during the Term, Licensee shall have the right to terminate this Agreement without paying Licensor any Termination Fee and by delivering prior written notice to Licensor upon occurrence of any of the following events: (i) if Licensor fails to have proper ownership of the Property or authority to enter into this Agreement; (ii) if Licensor is in default of any covenant herein and has not cured such default within the time allotted; (iii) if Licensee, through no fault of Licensee, forfeits or is unable to obtain or maintain any license (including, without limitation, a FCC license), permit or any governmental approval necessary to the installation and/or operation of the Telecommunication Cell Site or Licensee's business, and Licensee provides Licensor evidence of such forfeiture, denial or termination, satisfactory to Licensor; (iv) if any modifications of or additions to the wireless communications equipment of other licensees operating on the Property interfere with the operation of Licensee's Telecommunication Cell Site, and such interference is not resolvable (v) if destruction or damage to the Licensed Premises occurs, through no fault of Licensee, or the taking thereof by eminent domain, sufficient, in Licensee's sole discretion, to adversely affect Licensee's use of its Telecommunication Cell Site.

23. LICENSOR'S RIGHT TO TERMINATE: Notwithstanding any provision contained in this Agreement, Licensor may terminate this Agreement under the following circumstances and notice given to Licensee:

(a) Before the Commencement Date, Licensor shall have the right to terminate this Agreement if Licensor determines that proceeding with the installation of the Telecommunication Cell Site is undesirable due to public opposition, including but not limited to negative publicity, the threatening of or filing of lawsuits, and opposition by or from governmental authorities, public officials or the public generally.

(b) After the Commencement Date but prior to Licensee obtaining all necessary Governmental Approvals (as defined herein), Licensor shall have the right to terminate this Agreement if Licensor determines that proceeding with the installation of the Telecommunication Cell Site is undesirable due to public opposition, including but not limited to negative publicity, the threatening of or filing of lawsuits, and opposition by or from governmental authorities, public officials or the public generally.

24. Condemnation. In the event the Property are taken by eminent domain, this Lease shall terminate as of the date title to the Property vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive the full amount of such award. Tenant shall hereby expressly waive any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to

claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antennae Facilities, and leasehold improvements.

25. Indemnity and Insurance.

a. Disclaimer of Liability: Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tenant's Antennae Facilities.

b. Indemnification: Tenant shall, at its sole cost and expense, indemnify and hold harmless Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereinafter created, and their respective officers, boards, commissions, employees, agents, attorneys, and contractors (hereinafter referred to as "Indemnitees"), from and against;

i. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of Tenant, its personnel, employees, agents, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or Tenant's Antennae Facilities or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

ii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Tenant, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises or Tenant's Antennae Facilities, and, upon the written request of Landlord, Tenant shall cause such claim or lien covering Landlord's property to be discharged or bonded within thirty (30) days following such request.

iii. Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon

incurred by or be asserted against the Indemnitees by reason of any financing or securities offering by Tenant or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Connecticut or United States, including those of the Federal Securities and Exchange Commission, whether by Tenant or otherwise.

iv. Tenant's obligation to indemnify Indemnitees under this Lease shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence or willful misconduct of one or more Indemnitees.

c. Assumption of Risk: Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Property, and Tenant hereby agrees to indemnify and hold harmless to the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from Indemnitee's negligence or willful misconduct) arising out of the Tenant's Antennae Facilities or Tenant's failure to comply with any federal, state or local statute, ordinance or regulation.

d. Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same with legal counsel mutually selected by Tenant and Landlord; provided, however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

e. Notice, Cooperation and Expenses: Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all reasonable expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative or services provided Landlord by Tenant.

If Tenant requests Landlord to assist it in such defense, then Tenant shall pay all expenses incurred by Landlord in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and

disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

f. **Insurance:** During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable State of Connecticut statutory requirements.

ii. Commercial general liability insurance with minimum limits of Five Million Dollars (\$5,000,000) for each occurrence and in the aggregate of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, claims arising from Tenant's independent contractor's liability; coverage from property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Commercial Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state laws with minimum limits of Two Million Dollars (\$2,000,000) as the combined single limit for each accident for bodily injury and property damage.

iv. **Additional Insureds:** All liability policies, except for workers compensation policies, shall include Landlord and all associated, affiliated, allied and subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, boards, commissions, employees, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which to be endorsed to add Additional Insureds hereunder shall include cross-liability coverage, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

g. **Evidence of Insurance:** Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

h. **Cancellation of Policies of Insurance:** All insurance policies maintained pursuant to this Lease shall contain the following:

"At least Thirty (30) days prior written notice shall be given to Landlord by the insurer for cancellation of policies., such notice to be given to the Landlord"

i. Insurance Companies: All insurance shall be affected under valid and enforceable policies, insured by insurers authorized to do business by the State of Connecticut or surplus line carriers on the State of Connecticut Insurance Commissioner's approved list of companies authorized to do business in the State of Connecticut. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

j. Deductibles: All Tenant's insurance policies shall be commercially reasonable for the telecommunication industry and shall be the sole responsibility of Tenant . Tenant agrees to indemnify and save harmless Landlord, the Indemnitees and Additional Insureds from and against the payment of its deductible and from the payment of its premium on its insurance policy required to be furnished by this Lease.

k. Contractors: Tenant shall require that each and every one of its contractors and their subcontractors who perform work on the Premises carry, in full force and effect, workers' compensation, commercial general liability and commercial automobile liability insurance coverages of the type which Tenant is required to obtain under the terms of this paragraph with appropriate limits or insurance.

l. Review of Limits: Once every three years during the term of this Lease, Landlord may review the insurance coverages to be carried by Tenant. If Landlord reasonably determines that higher limits of coverage are necessary to protect the interests of Landlord or the Additional Insureds, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense such change to insurance requirements shall require written mutual agreement by amendment between the parties herein this agreement..

26. Hazardous Substance Indemnification: Tenant represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises not transport to or over the Premises any hazardous substance. Tenant further agrees to hold Landlord harmless from and indemnify Landlord against any release of any such hazardous substance and any damage, loss, or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the negligence of Landlord, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be

limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

27. Holding Over. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at one and a half (1.5) times the rents herein specified (prorated on a monthly basis) and shall otherwise be for the term and on the conditions herein specified, so far as applicable.
28. Subordination to Mortgage. Any mortgage now or subsequently placed upon any property of which the Premises are a part shall be deemed to be prior in time and senior to the rights of Tenant under this Lease. Tenant subordinates all of its interest in the leasehold estate created by this Lease to the lien of any such mortgage. Tenant shall, at Landlord's request, execute any additional documents necessary to indicate this subordination.
29. Acceptance of Premises. By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.
30. Estoppel Certificate: Tenant shall, at any time from time to time upon not less than ten (10) days prior request by Landlord, deliver to Landlord a statement in writing certifying that (a) the Lease is unmodified and in full force (or if there have been modifications, that the Lease is in full force as modified and identify the modifications); (b) the dates to which rent and other charges have been paid; (c) so far as the person making the certificate knows, Landlord is not in default under any provisions of the Lease; and (d) such other matter as Landlord may.
31. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
32. Non-Waiver. Failure of Landlord or Tenant to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
33. Taxes.

a. Tenant shall pay all real and personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease. All such payments shall be made, and evidence of all such payments shall be provided to Landlord, at least ten (10) days prior to the delinquency date of the payment. Tenant shall pay all taxes on its personal property on the Premises.

b. Tenant shall indemnify Landlord from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Tenant in relation to the taxes owed or assessed on the Premises.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax upon or against the rentals payable by Tenant to Landlord, Tenant shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

34. Miscellaneous.

a. Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Connecticut.

d. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date first written above.

Lessee:

Sprint Spectrum L.P. ("SSLP")

By:  _____

Name: Steven Andrade

Title: 1/27/2025

Lessor:

Town of East Lyme, Acting by and through its
Water & Sewer Commission

By: _____

Name: _____

Title: _____

TMO
Digitally signed by TMO
Legal
Date: 2024.12.17
13:57:30 -05'00'

Request for Water & Sewer Commission

TO: Water & Sewer Commission

FROM: Ben North

DATE: March 25, 2025

SUBJECT: DEEP Mediation on Diversion Permit Re Bride Brook Wells

Summary of Agenda Item:

The Water and Sewer Commission Chairman and staff have negotiated a cooperative agreement with the DEEP regarding the long-standing concerns over the alewife passage in Bride Brook and the impacts of water diversions from Wells 2A, 3A, and 3B in the vicinity of the brook. Drafting a cooperative agreement between the parties was a major action item in the renewal of the 3A permit that staff conducted last year.

The agreement reached is the result of many hours of work with the DEEP, staff, and staff counsel that produced a document that strikes a balance between maintaining adequate passage of migratory juvenile alewife during the summer months and the obligation of the Water and Sewer Commission to produce a reliable and adequate supply of water for the Town. These goals will be accomplished by an increased reliance on Well 2A to reduce withdrawals from wells in closer proximity to Bride Brook, continuing to emphasize an increasing-tier rate structure, and creating an irrigation rate structure to encourage water conservation from high volume-users.

Action Needed:

No action needed

Attachments:

Cooperative Agreement Between the Department of Energy and Environmental Protection and the Town of East Lyme Water and Sewer Commission Regarding the Diversion of Water from the Bride Brook Wellfield

Prepared By: Ben North

W&S Agenda
Item No. 10a
Date: 4/22/25

**Cooperative Agreement Between the Department of Energy and Environmental Protection
and the Town of East Lyme Water and Sewer Commission Regarding the Diversion of
Water from the Bride Brook Wellfield**

Whereas, the Department of Energy and Environmental Protection (“the Department”) regulates the diversion of the waters of the state pursuant to Section 22a-365 et seq of the Connecticut General Statutes and the Department issued Water Diversion Permit DIVC-202304752 (“the Permit”) to East Lyme Water and Sewer Commission (“ELWS”); and

Whereas, Condition 1 of the Permit states that ELWS shall enter into a Memorandum of Understanding (“MOU”) with the Department to address the cumulative impact of all registered and permitted production wells (2A, 3A, 3B) at the Bride Brook Wellfield by formulating a cooperative agreement between ELWS and the Department that acknowledged the critical function of the Bride Brook Water Treatment Facility, which is the largest such facility in the Town of East Lyme, while identifying feasible and prudent actions to be taken to ensure that the valuable natural resources inherent to the Bride Brook watershed, which includes the Connecticut’s premier alewife run, achieves its highest possible environmental function without a reduction of the safe yield of the Town’s public water supply capacity or otherwise threatening the Town’s viability; and

Whereas, the Department and ELWS executed the MOU on June 12, 2024 agreeing to enter into a Cooperative Agreement (“CA”) through mediation facilitated by the Department’s Office of Adjudications to work in good faith to complete and execute the CA within one (1) year from the day the MOU was executed.

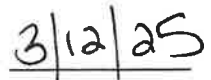
Now therefore, the Department and ELWS agree:

1. ELWS, with the execution of this CA, has fulfilled its obligations under Condition 1 of the Permit;
2. ELWS will continue to update its Water Supply Plan in a timely manner and during the updating process consult with the Department on relevant aspects of Water Supply Plan topics including, but not limited to:
 - a. The proposed modification of ELWS’s increasing-tier rate structure;
 - b. The proposed implementation of an irrigation metering policy that will charge customers who have an irrigation meter more than the current base usage rate;
 - c. Updating the statistics for the margin for safety, sustained yield, and unaccounted for water or sources of correctable loss; and
 - d. Any resumption of supplemental water supply under or material revisions to the Water Supply Agreement between The Town of East Lyme, Connecticut and The City of New London, Connecticut, dated February 17, 2011;
3. ELWS will continue to monitor the flow of water in Bride Brook using the United States Geological Survey gauge in accordance with Condition 6 of the Permit;
4. ELWS will continue to investigate the potential to increase the production of water from well 2A to reduce reliance on withdrawals from wells 3A and 3B;

5. ELWS will continue to investigate the potential for re-drilling, modifying, or replacing well 2A to increase its yield;
6. ELWS will continue to consider environmentally sustainable locations for the drilling of a new well outside of the Bride Brook watershed;
7. The Department will adhere to the process set forth in its CT DEEP Diadromous Fisheries Restoration and Enhancement Program: Bride Lake Alewife Enumeration and Collection Facility Operations and Maintenance Plan ("Plan"), with special attention to notifying ELWS of Departmental actions at Bride Lake and any changes to such Plan;
8. The Department will keep ELWS informed of the actions related to and findings of the 2025-2026 UMass River Herring research project;
9. The Department and ELWS will continue the open communication that has occurred during the mediation process to keep both parties apprised of actions or events affecting their respective interests in the Bride Brook watershed;
10. Approximately once every six months, representatives of the Department and ELWS will convene a meeting to discuss the Bride Brook watershed, the items enumerated herein, and other pertinent matters. These meetings are to occur on dates, at times, and by whatever medium is mutually agreeable to the respective representatives. These meetings are to occur until the formal adoption of the Water Supply Plan discussed in item 2 of this document or until the representatives mutually agree in writing that standing meetings are no longer necessary;
11. The terms of this CA may be changed only with the written consent of both the Department and ELWS;
12. The Department and ELWS may both unilaterally reinstate mediation facilitated by the Department's Office of Adjudications to achieve the goals set forth in Condition 1 of the Permit should a disagreement arise about the performance of one or more of the items enumerated herein.
13. Except as otherwise provided herein, this CA and the obligations of ELWS and the Department set forth herein shall continue in effect for a period of at least twelve (12) months after ELWS has updated its Water Supply Plan. Thereafter, either party may terminate this CA and such obligations by notifying the other party, in writing, of such termination to take effect on a date specified in the notice, no earlier than thirty (30) days after electronic, private courier, or certified mail delivery of the notice.



Daniel R. Cunningham
Town of East Lyme Water and Sewer Chairman
Town of East Lyme First Selectman



Date signed

Emma Cimino

Emma Cimino
Deputy Commissioner for Environmental Quality
Connecticut Department of Energy and Environmental Protection

3/19/2025

Date signed

Mason Trumble

Mason Trumble
Deputy Commissioner for Environmental Conservation
Connecticut Department of Energy and Environmental Protection

4/7/2025

Date signed

TO: Water & Sewer Commission
FROM: Joe Bragaw – Director of Public Works
CC: Dan Cunningham – First Selectman/Chairman W&S Commission
Kevin Gervais – Director of Finance
Ben North – Chief Operating Officer
DATE: March 19, 2025
SUBJECT: 2025 Sewer Budget & Rates Discussion

Back in the fall of 2024, we discussed moving the annual rate hearing up going forward to the same time as the budget approval at the April Water & Sewer meeting. This makes more sense as the rates are directly impacted by the approval of the operating budget. We are also targeting moving to quarterly billing with the November 2026 bill. This would mean we would have to change the format of the rate sheet next April 2026 to reflect quarterly billing. We don't anticipate the need for a fall rate hearing going forward.

Attached with this memo are the following Sewer documents:

1. FY 24-25 Adopted Expenditures, FY 25-26 Proposed Expenditures
2. Pie Charts of the FY 24-25 & FY 25-26 Budgets
3. FY 24-25 Adopted Revenues, FY 25-26 Proposed Revenues
4. Pie Charts of the FY 24-25 & FY 25-26 Revenues
5. Analysis of Actual and Projected Sewer Revenues & Rates
6. Proposed Sewer Rate Sheet
7. Sewer Vehicle & Equipment Replacement Plan

These are a highlight of those documents:

OPERATING BUDGET

- We are proposing an 8.21% sewer budget increase (or \$238,362) more than FY 24-25
- Some of the line items of significance in the proposed budget include;
 - As of the end of this FY, we will have fully paid off the \$1.1M debt to the sewer assessment fund that we incurred over 12 years ago. This is a big step going forward.
 - We are looking to increase the capital reserve/depreciation line from \$100k to \$400k as we need to start building this line as our system ages.
 - We created more specific benefit line items instead of just having one Personnel benefits line to track our costs more in line with how the Town is doing it with the new Munis financial software.
 - The treatment line is down 21% because our flows are down relative to NL and Waterford flows, so our percentage of the plant's costs have gone down a few percentage points. Our flows are down this year as well so that trend should hopefully continue. These savings allowed us to ramp up the capital reserve line
 - We are seeing pressure on the electricity and chemical lines so that is why they are up 11 and 14.3%, respectively.

EAST LYME
WATER & SEWER COMMISSION

APR 22 2025

AGENDA# 11

- The legal and accounting line needs to be increased due to the greater need for legal support with all of the capacity questions along with higher audit costs associated with the town catching up on their past audits
- We increased the meter usage payment from \$80,500 (we have had the same amount in the budget now for a number of years) to \$88,550 (a 10% increase). This is sewer's payment to water for maintaining the meters and providing all the billing services for sewer.
- And lastly, we have added a Debt payment line of \$100k as we anticipate taking out a loan to pay for the vacuum truck, the underground storage tank project and other major upgrades to some of the large pump stations.

OPERATING REVENUES

- We are trying to rely less on using Sewer assessment funds to help fund the operating budget. This can be seen by dropping the charge for the sewer admin from 75% to 50% funded by sewer assessment along with assuming less ongoing capital contribution from the SAF.
- We are seeing the prison-monthly revenues going up which helps with the overall revenue projections
- As you can see, the bi-annual town billing and the monthly prison revenues comprise 90% of all sewer revenues.

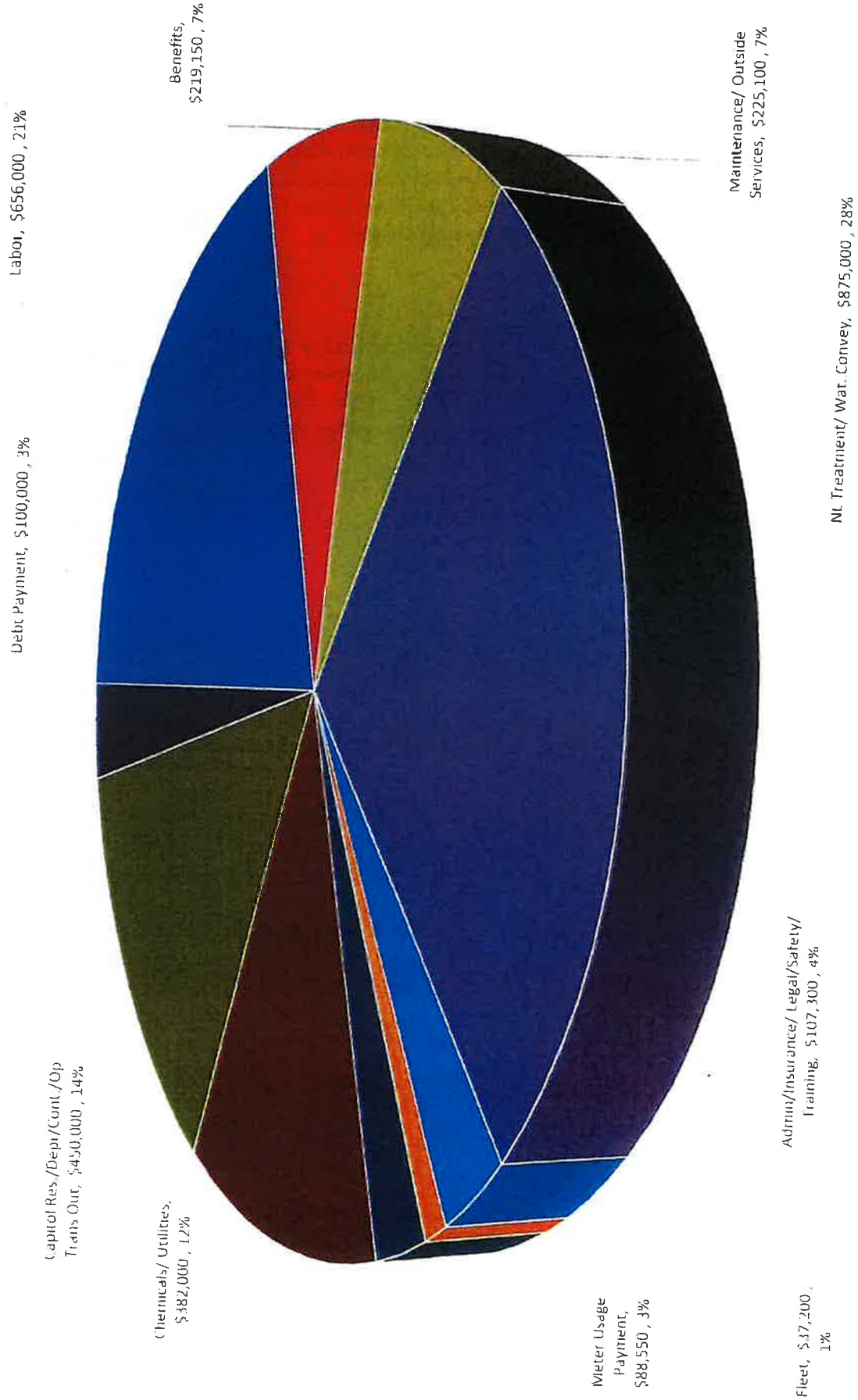
PROJECTED RATE INCREASES

- We are looking to increase the bottom level rates by 3.5% and the top line rate by 5%
- The proposed rate sheet that would need to be posted on the website and in the NL Day atleast 10 calendar days before our rate hearing is attached with these documents

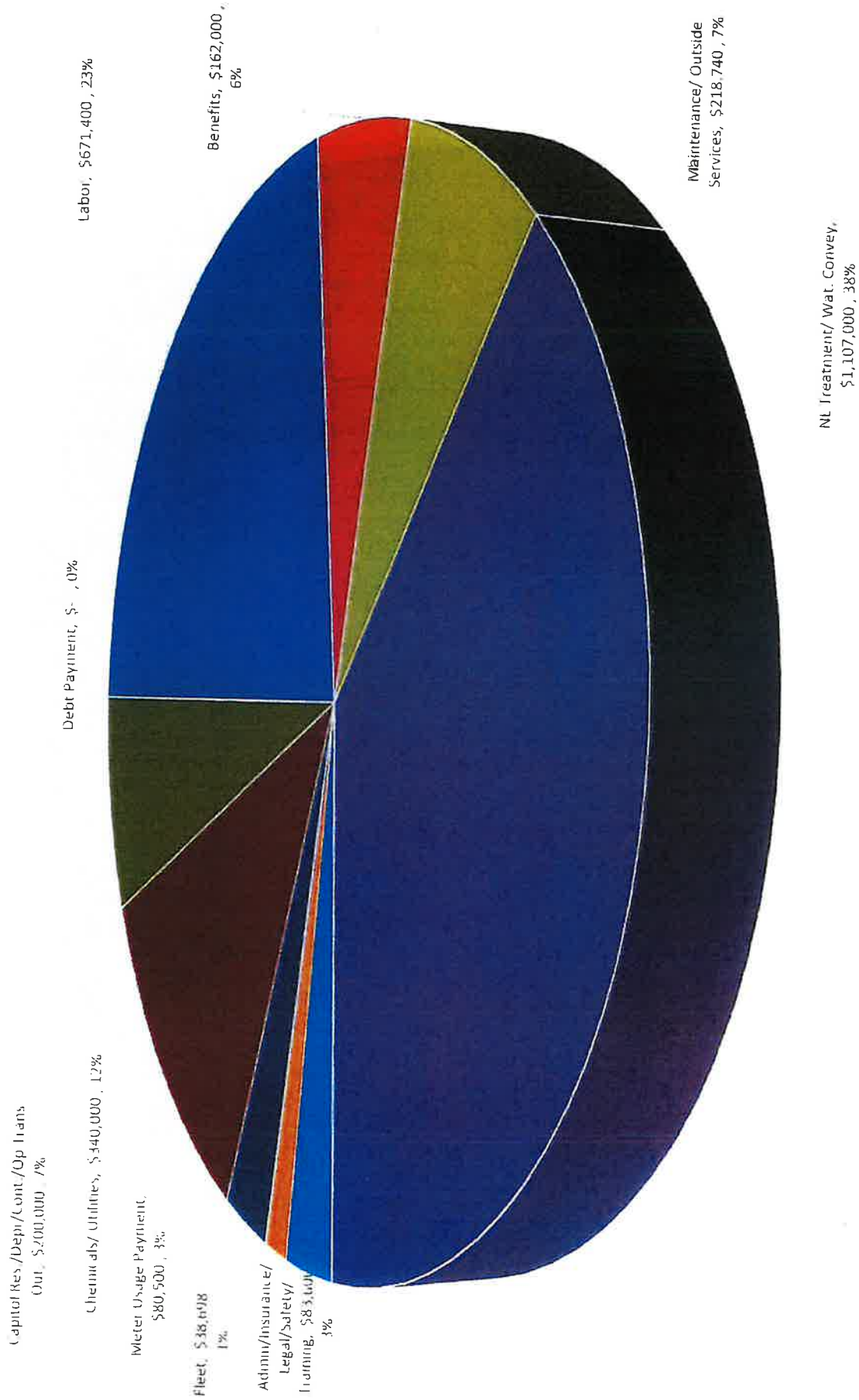
OTHER ASSUMPTIONS/RECOMMENDATIONS

- We need to replace one of our utility body trucks (33EL) which is now 19 years old and is in poor condition. We would sell the truck once we get the replacement.
- Our recommendation will be to take the cost of the new truck (which will be about \$85k) out of sewer assessment. If the Commission would rather run it through the budget, we will have to add it to the proposed budget.
- I have attached our vehicle and equipment acquisition/replacement plan for your information.
- Staff believes we need to add a minimum usage rate for sewer like the water rates has. If we want to do this, we will need to amend the ordinance which requires a town meeting and BOS approval.
- We are also planning on working on a 10-year sewer capital plan that should approved annually by the Commission. We can work with the Capitol Improvement subcommittee to help move this document forward.

FY 25-26 Proposed Sewer Budget



FY 24-25 ACTUAL SEWER BUDGET



TOWN OF EAST LYME SEWER DEPT

FY 24-25 CURRENT OPERATING EXPENDITURES, FY 25-26 PROPOSED BUDGET



Line Item Description	Munis Org #	Munis Obj #	Adpdt Budget FY 24-25	Prop Budget FY 25-26	Diff - FY 24-25		Comments
					Amt	%	
FICA/Medicare	6001000	52200	\$ 47,800	\$ 48,100	\$ 300	0.63%	
Vehicle - lease Payment	6001000	54420	\$ 1,498	\$ -	\$ (1,498)	0.00%	no more payments
Field Salaries & Wages	6001001	51619	\$ 335,100	\$ 354,600	\$ 19,500	5.82%	new union contract this year
Overtime - Field Staff	6001001	51630	\$ 60,800	\$ 41,300	\$ (19,500)	-32.07%	no longer stipends in OT
Stipends/Longevity	6001001	51905	\$ -	\$ 20,450	\$ 20,450		\$50/day-365 days/yr
Life & LTD Insurance	6001001	52100	\$ -	\$ 1,800	\$ 1,800		
Personnel Benefits	6001001	52200	\$ 162,000	\$ -	\$ (162,000)	0.00%	
Workers Comp	6001001	52700	\$ -	\$ 19,100	\$ 19,100		3.5% increase
Health/Dental	6001001	52800	\$ -	\$ 153,300	\$ 153,300		9% increase in Health plan
Pension/Retirement	6001001	52905	\$ -	\$ 24,500	\$ 24,500		
Maint. of Pump St Equip	6001001	54302	\$ 85,000	\$ 85,000	\$ -	0.00%	
Maint of Wet Wells	6001001	54304	\$ 70,000	\$ 70,000	\$ -	0.00%	
Maint of System	6001001	54306	\$ 13,000	\$ 15,000	\$ 2,000	15.38%	
UI Improvements	6001001	54307	\$ 2,000	\$ 3,000	\$ 1,000	50.00%	
Treatment Plnt & Sys Fee	6001001	54308	\$ 1,107,000	\$ 875,000	\$ (232,000)	-20.96%	lower NL & Waterford costs
Vehicle Maintenance	6001001	54309	\$ 9,000	\$ 10,000	\$ 1,000	11.11%	
Maintenance of O&M	6001001	54313	\$ 16,640	\$ 18,000	\$ 1,360	8.17%	
Telephones	6001001	55300	\$ 5,900	\$ 5,900	\$ -	0.00%	
Materials & Supplies	6001001	56100	\$ 11,500	\$ 12,500	\$ 1,000	8.70%	
Chemicals	6001001	56195	\$ 140,000	\$ 160,000	\$ 20,000	14.29%	increased chemical costs
Utilities	6001001	56205	\$ 200,000	\$ 222,000	\$ 22,000	11.00%	increased eversource costs
Fleet & Facility Fuel	6001001	56270	\$ 28,200	\$ 27,200	\$ (1,000)	-3.55%	cheaper fuel prices
Admin Salaries & Wages	6001002	51619	\$ 227,700	\$ 212,000	\$ (15,700)	-6.90%	no more DPWD 20% cost
Outside Services	6001002	53010	\$ 32,100	\$ 34,100	\$ 2,000	6.23%	add adp costs
Training	6001002	53220	\$ 4,000	\$ 6,000	\$ 2,000	50.00%	increased training costs
Legal & Accounting	6001002	53420	\$ 18,300	\$ 29,800	\$ 11,500	62.84%	increased legal costs, x2 audit
LAP insurance	6001002	55200	\$ 41,400	\$ 41,700	\$ 300	0.72%	5% inc per KG
Supplies & Misc	6001002	56100	\$ 2,500	\$ 2,500	\$ -	0.00%	
Uniforms/safety equip	6001002	56101		\$ 8,900	\$ 8,900		safety boots, ppe, uniforms
Meter Usage Payment	6001003	54370	\$ 80,500	\$ 88,550	\$ 8,050	10.00%	10% increase
Contingency	6001003	55915	\$ 50,000	\$ 50,000	\$ -	0.00%	
Debt Payment		58790	\$ -	\$ 100,000	\$ 100,000		start of bond payment
Capitol Reserve/Dep.	6001003	59030	\$ 100,000	\$ 400,000	\$ 300,000	300.00%	need to build up
Op Transfer Out	6001003	59105	\$ 50,000	\$ -	\$ (50,000)	0.00%	loan paid off in FY 24-25
			\$ 2,901,938	\$ 3,140,300	\$ 238,362	8.21%	
Presently due to SAF	\$	324,806					
SAF after this year pay	\$	-					Buy new utility truck out of sewer assessment - \$85k

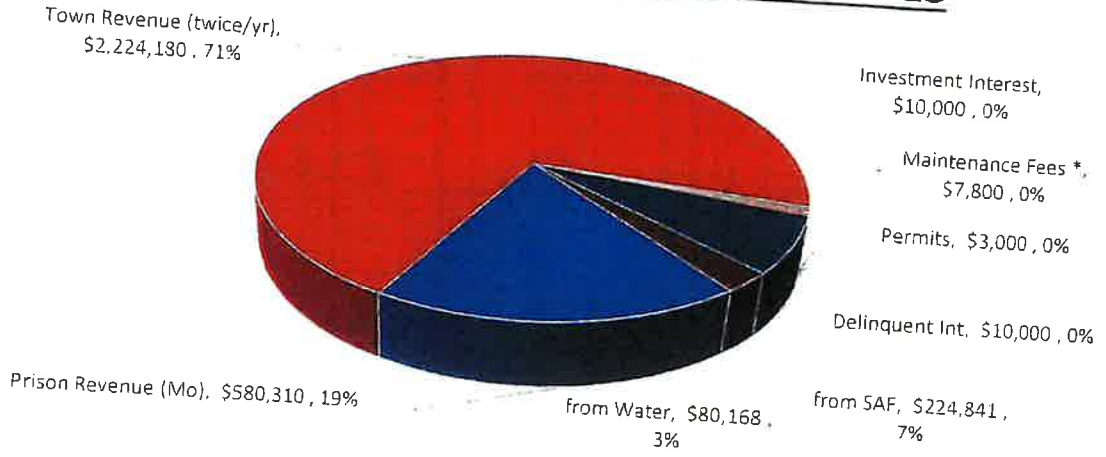
TOWN OF EAST LYME

SEWER DEPARTMENT BUDGET REVENUES (Account 06)

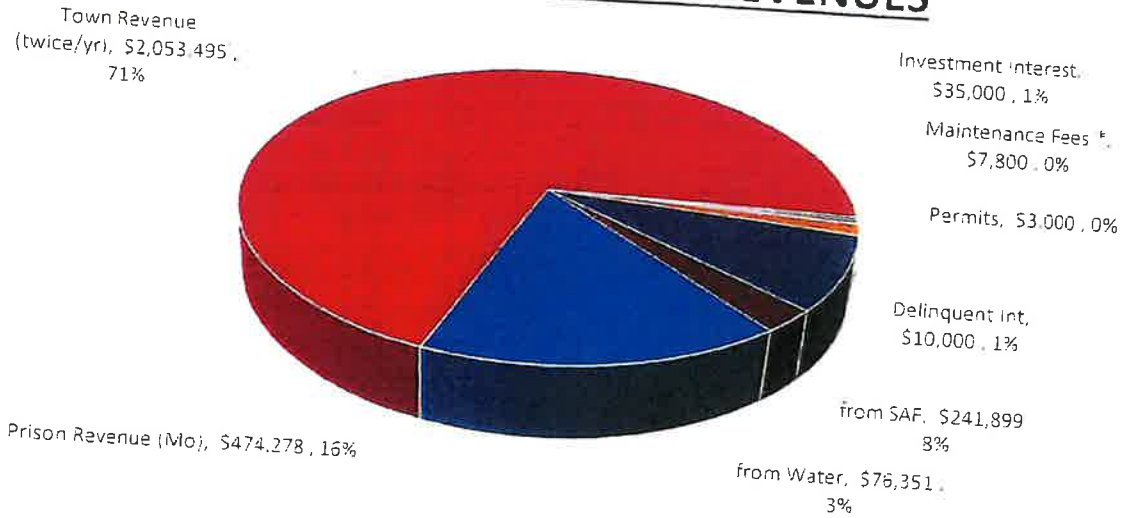


Munis Line #	FY 22-23 Actual	FY 23-24 Actual	FY 24-25		FY 25-26 Proposed	Diff from FY 24-25	Comments
			Budgeted	Proj			
Inter Govt Rev							
Metered Sewer Service	\$ 420,145	\$ 452,958	\$ 474,278	\$ 503,541	\$ 580,310	\$ 106,032	
Metered (Water) Sew. Serv	\$ 1,927,214	\$ 2,040,781	\$ 2,053,495	\$ 2,107,068	\$ 2,224,180	\$ 170,685	
Delinquent Int	\$ 601	\$ 10,722	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	
Subtotal	\$ 2,347,960	\$ 2,504,461	\$ 2,537,773	\$ 2,620,610	\$ 2,814,491	\$ 276,718	
Misc Admin Fees		\$ 294					
Inspection Fees (Billed)	\$ 7,038						
Maintenance Fees *	\$ 8,217	\$ 8,029	\$ 7,800	\$ 7,800	\$ 7,800	\$ -	
Permits	\$ 2,505	\$ 80	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	
Investment Interest		\$ 15,524	\$ 35,000	\$ 1	\$ 10,000	\$ (25,000)	
Misc	\$ 950	\$ 4,964		\$ 266		\$ -	
Operating Transfers In	\$ 275,673	\$ 80,683	\$ 318,250	\$ 318,250	\$ 305,009	\$ (13,241)	
	\$ 2,642,342	\$ 2,614,034	\$ 2,901,823	\$ 2,949,925	\$ 3,140,300	\$ 238,477	
		\$ 2,564,438	\$ 2,901,823	\$ 2,949,925	\$ 3,140,300	\$ 238,477	
		\$ 337,385	\$ 337,385	\$ 337,385	\$ 337,385	\$ -	
OPERATING TRANSFERS IN							
	FY 22-23	FY 23-24	FY 24-25	Comments	FY 25-26	Capital Contr from SAF	
	\$ 53,279	\$ 53,279	\$ 57,291	Sewer Admin Salary	\$ 63,356	capital reserve line - 59030	
				buyout			
	\$ 4,076	\$ 4,076	\$ 4,383	fica	\$ 4,847	maint pump stat	
		\$ 200	\$ 200	longevity	\$ 200		60%
	\$ 26,192	\$ 25,716	\$ 25,512	Benefits	\$ 27,874	\$ 85,000.00	
	\$ 83,547	\$ 83,271	\$ 87,386	Salary + benefits	\$ 96,276	\$ 51,000.00	
	75%	75%	75%	% charged to Sewer assess		Depreciation Cost	
	\$ 62,660	\$ 62,453	\$ 65,539	SAF Portion of Sewer Admin	\$ 50%	Wat	\$ 25,703
	\$ 125,000	\$ 176,360	\$ 176,360	Capital Contr from SAF	\$ 48,138	NL	\$ 100,000
	\$ 187,660	\$ 238,813	\$ 241,899	Total from SAF	\$ 176,703		\$ 125,703
	\$ 67,329	\$ 72,715	\$ 76,351	backwash revenue from water	\$ 224,841	Total	\$ 176,703
	\$ 254,989	\$ 311,528	\$ 318,250	total for op. transfers in	\$ 80,168	5% incr. from FY 24-25	
					\$ 305,009		

FY 25-26 PROPOSED SEWER REVENUES



FY 24-25 ACTUAL SEWER REVENUES



TOWN OF EAST LYME

SEWER DEPARTMENT BUDGET (Account 06)



ACTUAL & ESTIMATED REVENUES FOR METERED SERVICE

FY 23-24			FY 24-25		FY 24-25			FY 25-26	
Actual Billings			Budgeted Billings		Actual Billings			Budgeted Billings	
PRISONS		TOWN	PRISONS	TOWN	PRISONS		TOWN	PRISONS	TOWN
Rate Change	Prisons 5.00% Rate inc for	Town 5.00%	this is from the proposed budget in April 2024		Rate Change	Prisons 6.00% Rate inc for	Town 6.00% 8.1%	Prisons 5.00%	Town 3.50%
Jul - P	\$ 37,833		\$ 39,725		Jul - P	\$ 45,701		\$ 47,986	
Aug - P	\$ -		\$ 39,725		Aug - P	\$ 48,671		\$ 51,104	
Sept - P	\$ 38,955		\$ 40,902		Sept - P	\$ 47,554		\$ 49,931	
Oct - P	\$ 34,880		\$ 36,624		Oct - P	\$ 36,624		\$ 45,216	
Nov - Town	\$ -	\$ 1,146,614	\$ -	\$ 1,167,735	Nov - Town	\$ -	\$ 1,167,735	\$ -	\$ 1,264,054
Nov - P	\$ 41,928		\$ 44,024		Nov - P	\$ 44,024		\$ 45,537	
Dec - P	\$ 38,633		\$ 40,565		Dec - P	\$ 40,565		\$ 44,595	
Jan - P	\$ 39,587		\$ 41,962		Jan - P	\$ 41,962		\$ 44,933	
Feb - P	\$ 41,564		\$ 44,058		Feb - P	\$ 44,058		\$ 47,177	
Mar - P	\$ 32,862		\$ 39,694		Mar - P	\$ 39,694		\$ 37,300	
Apr - P	\$ 54,361		\$ 36,925		Apr - P	\$ 36,925		\$ 61,702	
May - P	\$ 48,655		\$ 35,037		May - P	\$ 35,037		\$ 55,226	
May - Town	\$ -	\$ 894,097	\$ -	\$ 885,760	May - Town	\$ -	\$ 938,906	\$ -	\$ 966,520
Jun - P	\$ 43,701		\$ 35,037		Jun - P	\$ 35,037		\$ 49,603	
PEOY Rev	\$ 452,958	\$ 2,040,711	\$ 474,278	\$ 2,053,495	PEOY Rev	\$ 495,850	\$ 2,106,641	\$ 580,310	\$ 2,230,574
Total Rev		\$ 2,493,669		\$ 2,527,773	Total Rev		\$ 2,602,491		\$ 2,810,885
			\$ 232,713					\$ 823,102	\$ 1,264,054
RATES									
Rates per 1000 gal	11/18	11/19	11/20	11/21	11/22	11/23	11/24	4/25	
up to 200k gal over 6 mo per	\$ 7.90	\$ 8.10	\$ 8.35	\$ 8.65	\$ 9.34	\$ 9.90	\$ 10.70	\$ 11.07	3.5%
up to 2.5m gal over 6 mo per	\$ 7.90	\$ 7.90	\$ 8.35	\$ 8.65	\$ 9.34	\$ 10.27	\$ 11.11	\$ 11.50	3.5%
up to 2.5m gal over 6 mo per	\$ 8.59	\$ 8.80	\$ 9.07	\$ 9.39	\$ 10.14	\$ 11.15	\$ 12.27	\$ 12.88	5.0%
unmetered/ 60 mo	\$ 207.75	\$ 213.20	\$ 219.60	\$ 227.29	\$ 245.47	\$ 260.20	\$ 281.02	\$ 290.86	
Rate Change	0.00%	2.50%	3.00%	3.50%	8.00%	5.00%	8.10%	3.50%	
Inspection -during hrs	\$ 70	\$ 75	\$ 75	\$ 80	\$ 100	\$ 110	\$ 120	\$ 125	
Inspection - after hrs	\$ 105	\$ 112	\$ 112	\$ 115	\$ 125	\$ 135	\$ 180	\$ 180	
Permit App Res	\$ 100	\$ 105	\$ 110	\$ 125	\$ 150	\$ 150	\$ 150	\$ 175	
Mult-fam	\$ 200	\$ 210	\$ 220	\$ 250	\$ 275	\$ 300	\$ 300	\$ 325	
Ind	\$ 500	\$ 525	\$ 550	\$ 600	\$ 600	\$ 700	\$ 700	\$ 725	
Demolition	\$ 50	\$ 55	\$ 60	\$ 70	\$ 75	\$ 80	\$ 100	\$ 100	

**TOWN OF EAST LYME
WATER AND SEWER COMMISSION
NOTICE OF PROPOSED SEWER RATES**

NOTICE IS HEREBY GIVEN of a public hearing to be held by the East Lyme Water and Sewer Commission on Tuesday April 22, 2025; to consider proposed revisions to the rates and charges for connection to and the use of the East Lyme Sewerage System. This hearing will occur at the East Lyme Town Hall at 108 Pennsylvania Ave in Niantic immediately following the water rates hearing which is scheduled for 6:30pm.

The proposed sewer rates and charges are as follows;

SCHEDULE I – RATES FOR USAGE based on meter readings at six-month intervals.

	<u>Rate</u>
Up to 200,000 gallons per six-month period	\$11.07/1,000 gallons
Up to 2,500,000 gallons per six-month period	\$11.50/1,000 gallons
2,500,000 gallons and over per six-month period	\$12.88/1,000 gallons
Unmetered, per six-month period	\$290.86

SCHEDULE II – MISCELLANEOUS SEWER CHARGES

Application for Connection Permit	
Class 'A'- Residential	\$175
Class 'B'- Multi Family and Commercial	\$325
Class 'C'- Industrial	\$725
Demolition/Disconnect-Any Class	\$150
Sale of Stocked Material	Cost, incl. shipping, plus 15% admin fee
Inspection Services	
During Normal Working Hours	\$125/hour
After Normal Working Hours	\$180/hour

These proposed rates and charges would become effective on **June 1, 2025** if approved. Rates for usage shall be payable at six-month intervals. All other rates shall be payable at the time services are rendered.

The owners of properties against which the proposed rates and charges are to be levied and other interested persons are invited to attend and be heard.

Dated at East Lyme, Connecticut on this 1st Day of April, 2025

EAST LYME WATER AND SEWER COMMISSION

Dan Cunningham, W&S Commission Chair

EL SEWER DEPT - Vehicle Acquisition Program

Line Item # 06-01-200-100-007

Desc.	Pat W	Rick	Utility Body	split 50/50 w/s valve ex & vac. tr	split 50/50 w/s Ford Escape	Utility Body	Utility Body	Budgeted Amount
Purch Yr	2015	2019	2020	2020	2020	25-26	27-28	
Plate #	45EL	43EL	35FL			33EL	45EL	
Total Cost			\$ 41,000	\$ 63,400	\$ 23,700	\$ 85,000	\$ 90,000	
Payment	\$ 853.89	\$ 881.99	\$ 707	\$ 571	\$ 213			
Int Rate			3.05%	3.05%	3.05%			
PAYMENTS								
FY	Pat W	Rick	Koby	valve ex & vac. tr	Ford Escape	Utility Body	Utility Body	FY
18-19	\$ 10,247	\$ 9,702	\$ 11					18-19
19-20	\$ 1,708	\$ 10,584	\$ 12					19-20
20-21		\$ 10,584	\$ 12					20-21
21-22		\$ 10,584	\$ 12					21-22
22-23		\$ 10,584	\$ 12					22-23
23-24		\$ 882	\$ 1					23-24
24-25			\$ 1,197.84					24-25
25-26								25-26
26-27								26-27

Plate #	Year	Make	Model	Veh #	Paid Off	Repl Yr	Purpose
1111	2006	Chevy	Util Bdy	1	paid off	2024	space - looking to replace in FY 25-26 - will be sold
1115	2020	Ford	Util Bdy	2	paid off	2032	Primarily used by Koby Cunningham
1119	2022	Ford	F-350 PU	6	paid off	2034	Primarily used by Pat Wilson, was paid entirely from SAF - has plows
1141	1994	Int	letter	4	paid off	-	Used sporadically to clean out sewer lines
1143	2019	Ford	F-350 PU	5	paid off	2031	Used by Utility Superintendent - Rick Pape - has plows
1145	2015	GMC	Sterra	6	paid off	2027	Primarily used by Brian Monk - has a plow, when we get new 33, this will be the spare truck
1197	2023	Ford	F-550 serv tr		paid off	2033	Primarily used by PJ L-cvanti, paid off from SAF
	2025						Vac truck

EAST LYME WATER EXPENSES - FY25 AND FY26 PROPOSED

ACCOUNT DESCRIPTION	ACCOUNT	FY25 ADOPTED	FY26 PROPOSED	% INC/DEC	COMMENTS
PW, FINANCE DIR & UTL ENG SAL	51618	\$ 245,600	\$ 224,000	-8.79%	DEPUTY PUBLIC WORKS DIRECTOR RETIRED
FIELD PERSONNEL SALARIES	51619	\$ 691,000	\$ 727,000	5.21%	
ADMIN ASSISTANT SALARY	51625	\$ 80,900	\$ 86,000	6.30%	
FIELD PERSONNEL OVERTIME	51630	\$ 92,800	\$ 62,500	-32.65%	MOVING STIPENDS INTO SEPARATE LINE
STIPENDS/LONGEVITY	51905	\$ -	\$ 30,800		
LIFE & LTD INSURANCE	52100	\$ -	\$ 2,400		
FICA/ MEDICARE	52200	\$ 85,000	\$ 84,100	-1.06%	
EMPLOYEE BENEFITS & PENSIONS	52250	\$ 343,000	\$ -	-100.00%	MOVING BENEFITS INTO SEPARATE LINES
WORKERS COMP INSURANCE	52700	\$ -	\$ 14,900		
HEALTH/DENTAL	52800	\$ -	\$ 324,300		
PENSION & RETIREMENT	52905	\$ -	\$ 49,000		
OUTSIDE SERVICES	53010	\$ 183,790	\$ 206,016	12.09%	
NEW SERVICES	53500	\$ 10,000	\$ 10,000	0.00%	
NEW METERS	53520	\$ 15,000	\$ 15,000	0.00%	
INTERCONNECTION	53521	\$ 100,440	\$ 30,000	-70.13%	USING LESS NEW LONDON WATER
PUMP STATION MAINTENANCE	54302	\$ 25,000	\$ 20,000	-20.00%	INCLUDED IN CAPITAL LINE
MAINTENANCE OF WELLS	54304	\$ 175,000	\$ 188,220	7.55%	
VEHICLE MAINTENANCE	54309	\$ 11,000	\$ 15,000	36.36%	AGING FLEET, INCREASED COST OF PARTS
MAINTENANCE OF HYDRANTS	54311	\$ 5,000	\$ 6,000	20.00%	
MAINTENANCE OF TRANSMISSION	54312	\$ 120,000	\$ 120,000	0.00%	
MAINTENANCE OF O&M	54313	\$ 16,640	\$ 17,500	5.17%	
VEHICLE ACQUISITION PAYMENT	54421	\$ 88,255	\$ 97,579	10.56%	INCREASED VEHICLE COSTS
PROPERTY LIABILITY INSURANCE	55200	\$ 26,700	\$ 29,000	8.61%	
CONTINGENCY	55915	\$ 100,000	\$ 100,000	0.00%	
CHEMICALS	56195	\$ 400,000	\$ 400,000	0.00%	
ELECTRICITY	56220	\$ 390,000	\$ 440,000	12.82%	INCREASED ELECTRIC RATE, COMBINED BENEFIT CH
FUEL - UNLEADED/DIESEL	56270	\$ 39,000	\$ 40,500	3.85%	
TOOLS & EQUIPMENT	57310	\$ 10,000	\$ 10,000	0.00%	
COMMUNICATIONS EQUIPMENT	57320	\$ 9,000	\$ 10,500	16.67%	MORE TABLETS FOR FIELD CREWS
BONDS INTEREST	58320	\$ 306,602	\$ 759,159	147.60%	
BONDS PRINCIPAL	58790	\$ 693,942	\$ 278,274	-59.90%	DEBT PAYMENTS
TRAINING	58900	\$ 25,400	\$ 14,700	-42.13%	UNIFORMS AND SAFETY EQUIPMENT SEPARATED
UNIFORMS/SAFETY EQUIP		\$ -	\$ 12,100		
OPERATING TRF OUT SAF	59020	\$ 70,000	\$ 70,000	0.00%	
CAPITAL	59030	\$ 200,000	\$ 200,000	0.00%	
CAPITAL RESERVE		\$ -	\$ 461,359		
TRANSFER IN/OUT BACKWASH PA	59105	\$ 76,351	\$ 80,168	5.00%	
TOTAL OPERATING BUDGET INCREASE		\$ 4,635,420	\$ 4,774,716	3.01%	
TOTAL EXPENSES INCREASE		\$ 4,635,420	\$ 5,236,075	12.96%	

EAST LYME
WATER & SEWER COMMISSION

APR 22 2025

AGENDA# 12

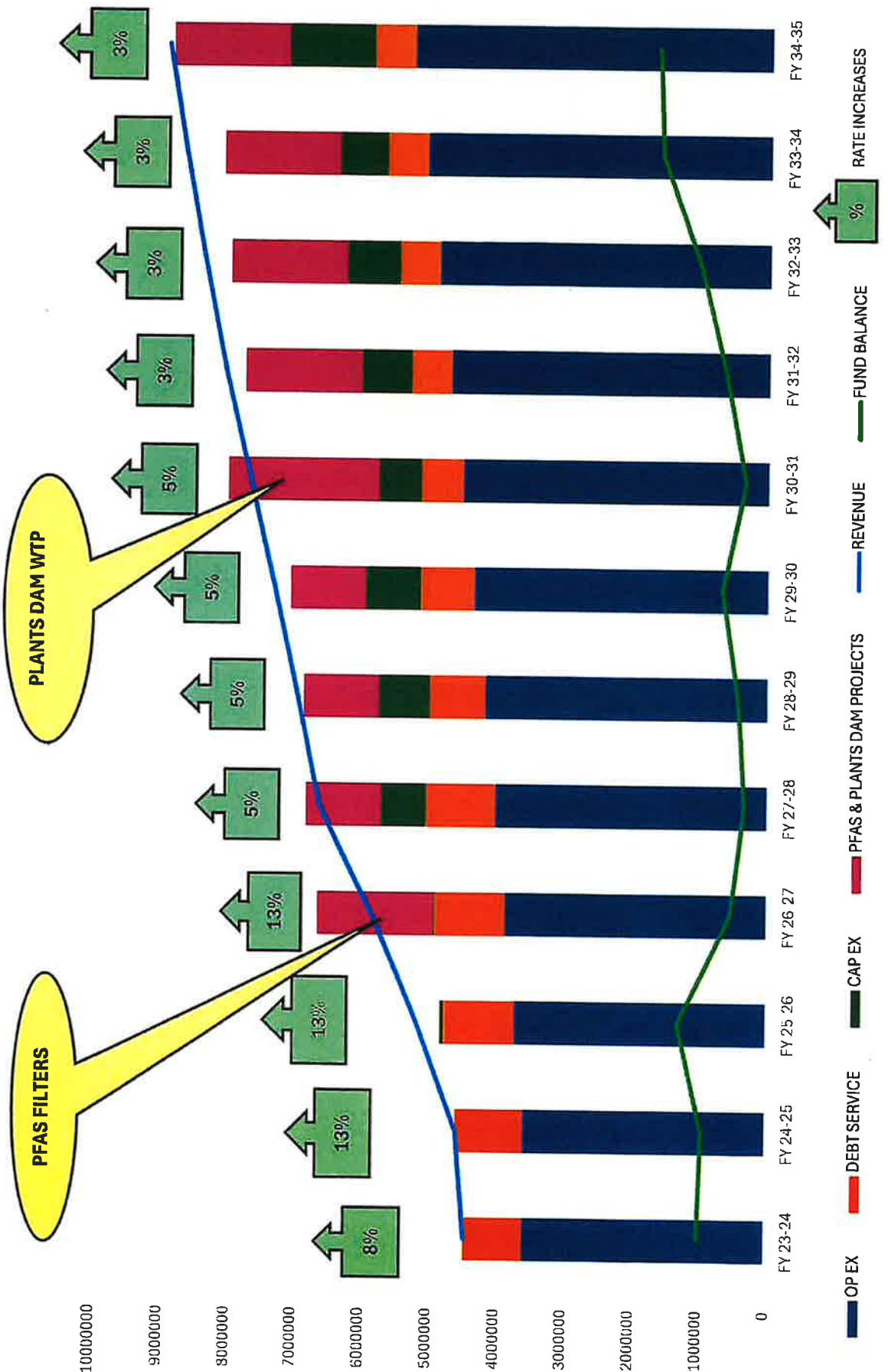
EAST LYME WATER REVENUE - FY25 AND FY26 PROPOSED

Object	Account Description	FY25 BUDGETED	FY25 YTD	FY25 EXPECTED	FY25 FORECAST	FY26 PROPOSED
46101	INTEREST INCOME	\$ (70,000)		\$ 20,000	\$ 20,000	\$ 20,000
48991	MISC REVENUE	\$ -	\$ 4,770	\$ 1,000	\$ 5,770	\$ 3,000
48996	MISC FEES	\$ (35,000)	\$ 5,519	\$ 2,000	\$ 7,519	\$ 5,000
49550	USE OF RESERVES	\$ (25,962)	-		-	-
49600	MONTHLY METERED WATER	\$ -	\$ 165,602	\$ 120,000	\$ 285,602	\$ 337,010
49601	METERED WATER SERVICE	\$ (4,079,577)	\$ 2,164,641	\$ 1,796,652	\$ 3,961,292	\$ 4,456,454
49602	DELINQUENT INTEREST	\$ (30,000)	\$ 24,891	\$ 5,000	\$ 29,891	\$ 20,000
49603	BENEFIT CHARGES	\$ (7,500)	\$ 3,500	\$ 2,000	\$ 5,500	\$ 5,000
49604	ASSESSMENT CHARGES	\$ (15,000)	\$ 2,000	\$ 1,000	\$ 3,000	\$ 3,000
49605	CONNECTION CHARGES	\$ (45,000)	\$ 18,888	\$ 16,000	\$ 34,888	\$ 25,000
49606	SEWERS METER USAGE PAYMENT	\$ (80,500)	\$ 80,500	\$ -	\$ 80,500	\$ 88,550
49607	SALE OF METERS/ HYDRANTS	\$ (5,000)	\$ 833	\$ -	\$ 833	\$ -
49608	PRIVATE HYDRANT FEES	\$ (72,300)	\$ 72,300	\$ -	\$ 72,300	\$ 91,809
49609	TOWN FIRE HYDRANT PROTECTIO	\$ (69,410)	\$ 69,410	\$ -	\$ 69,410	\$ 76,351
49610	LEASE/RENTALS	\$ (84,171)	\$ 38,597	\$ 21,922	\$ 60,519	\$ 84,000
49611	INSPECTION FEES	\$ (15,000)	-		-	-
49613	PERMITS	\$ -	\$ 1,290		\$ 1,290	\$ 900
49614	DELINQUENT INT ASSESSMENTS	\$ (1,000)			-	-
49617	NON-PAYMENT FEES	\$ -	\$ 2,139	\$ 2,139	\$ 2,139	\$ 20,000
		\$ (4,635,420)	\$ 2,654,880	\$ 1,965,574	\$ 4,620,454	\$ 5,236,074

EAST LYME WATER FINANCIAL SUMMARY AND 10 FY OUTLOOK

	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30	FY 31	FY 32	FY 33	FY 34	FY 35
Current Debt (incl SAF Payments)	\$1,000,544	\$1,037,433	\$1,034,713	\$1,018,028	\$ 810,865	\$ 792,954	\$ 619,582	\$ 599,208	\$ 597,997	\$ 596,963	\$ 596,044
PFAS and Plants Dam Debt Sched	\$ -	\$ -	\$1,710,000	\$1,100,000	\$1,100,000	\$1,100,000	\$2,225,450	\$1,715,000	\$1,715,000	\$1,715,000	\$1,715,000
CIP 10 YR	\$ -	\$ -	\$ -	\$ 672,500	\$ 757,500	\$ 812,500	\$ 627,500	\$ 727,500	\$ 767,500	\$ 685,000	\$1,250,000
Total Debt + CIP	\$1,000,544	\$1,037,433	\$2,764,713	\$2,790,528	\$2,668,365	\$2,705,454	\$3,472,532	\$3,041,708	\$3,080,497	\$2,996,963	\$3,561,044
Proposed Rate Increases	13%	13%	13%	5%	5%	5%	5%	4%	4%	3%	3%
Operating Expenditures @4%	\$3,634,876	\$3,737,283	\$3,886,774	\$4,042,245	\$4,203,935	\$4,372,092	\$4,546,976	\$4,728,855	\$4,918,009	\$5,114,730	\$5,319,319
Expected Expenses	\$4,635,420	\$4,774,716	\$6,642,532	\$6,823,460	\$6,862,615	\$7,067,474	\$8,009,033	\$7,759,669	\$7,987,176	\$8,099,909	\$8,868,108
Expected Revenue	\$4,585,807	\$5,236,074	\$5,865,980	\$6,628,558	\$6,959,986	\$7,307,985	\$7,673,384	\$8,057,053	\$8,379,335	\$8,672,612	\$8,932,791
Debt to Rev %	22%	21%	47%	42%	38%	37%	45%	38%	37%	35%	40%
Capital Reserve	\$ (49,613)	\$ 461,359	\$ (776,552)	\$ (194,902)	\$ 97,371	\$ 240,511	\$ (335,649)	\$ 297,385	\$ 392,159	\$ 572,704	\$ 64,683
Water Fund Balance	\$ 950,386	\$1,315,414	\$ 538,862	\$ 343,960	\$ 441,331	\$ 681,842	\$ 346,193	\$ 643,578	\$1,035,737	\$1,608,441	\$1,673,124
Notable Projects			PFAS Treatment DWSRF LOAN				Plants Dam Project DWSRF LOAN				

EAST LYME WATER FINANCIAL SUMMARY AND 10 FY OUTLOOK



**TOWN OF EAST LYME
WATER AND SEWER COMMISSION
NOTICE OF PROPOSED SEWER RATES**

NOTICE IS HEREBY GIVEN of a public hearing to be held by the East Lyme Water and Sewer Commission on Tuesday April 22, 2025; to consider proposed revisions to the rates and charges for connection to and the use of the East Lyme Sewerage System. This hearing will occur at the East Lyme Town Hall at 108 Pennsylvania Ave in Niantic immediately following the water rates hearing which is scheduled for 6:30pm.

The proposed sewer rates and charges are as follows;

SCHEDULE I – RATES FOR USAGE based on meter readings at six-month intervals.

	<u>Rate</u>
Up to 200,000 gallons per six-month period	\$11.07/1,000 gallons
Up to 2,500,000 gallons per six-month period	\$11.50/1,000 gallons
2,500,000 gallons and over per six-month period	\$12.88/1,000 gallons
Unmetered, per six-month period	\$290.86

SCHEDULE II – MISCELLANEOUS SEWER CHARGES

Application for Connection Permit	
Class 'A'- Residential	\$175
Class 'B'- Multi Family and Commercial	\$325
Class 'C'- Industrial	\$725
Demolition/Disconnect-Any Class	\$150
Sale of Stocked Material	Cost, incl. shipping, plus 15% admin fee
Inspection Services	
During Normal Working Hours	\$125/hour
After Normal Working Hours	\$180/hour

These proposed rates and charges would become effective on **June 1, 2025** if approved. Rates for usage shall be payable at six-month intervals. All other rates shall be payable at the time services are rendered.

The owners of properties against which the proposed rates and charges are to be levied and other interested persons are invited to attend and be heard.

Dated at East Lyme, Connecticut on this 1st Day of April, 2025

**EAST LYME
WATER & SEWER COMMISSION**

EAST LYME WATER AND SEWER COMMISSION

APR 22 2025

Dan Cunningham, W&S Commission Chair

AGENDA# 13

PUBLISHER'S CERTIFICATE

State of Connecticut
County of New London,

Personally appeared before the undersigned, a Notary Public within and for said County and State, Kelly Johnson, Legal Advertising Clerk, of The Day Publishing Company Classifieds dept, a newspaper published at New London, County of New London, state of Connecticut who being duly sworn, states on oath, that the Order of Notice in the case of

TOWN OF EAST LYME WATER AND SEWER
COMMISSION NOTICE OF PROPO

A true copy of which is hereunto annexed, was published in said newspaper in its issue(s) of

04/11/25

Cust: TOWN OF EAST LYME - SEWER DEPT
Ad #: d01095728

Kelly Johnson

Subscribed and sworn to me

This Friday, April 11, 2025

Maryelle Solinsky

Notary Public

My commission expires

5/31/29

d01095728

**TOWN OF EAST LYME
WATER AND SEWER COMMISSION
NOTICE OF PROPOSED SEWER RATES**

NOTICE IS HEREBY GIVEN of a public hearing to be held by the East Lyme Water and Sewer Commission on Tuesday April 22, 2025; to consider proposed revisions to the rates and charges for connection to and the use of the East Lyme Sewerage System. This hearing will occur at the East Lyme Town Hall at 108 Pennsylvania Ave In Niantic Immediately following the water rates hearing which is scheduled for 6:30pm.

The proposed sewer rates and charges are as follows:

SCHEDULE I - RATES FOR USAGE based on meter readings at six-month intervals.

	Rate
Up to 200,000 gallons per six-month period	\$11.07/1,000 gallons
Up to 2,500,000 gallons per six-month period	\$11.50/1,000 gallons
2,500,000 gallons and over per six-month period	\$12.88/1,000 gallons
Unmetered, per six-month period	\$290.86

SCHEDULE II - MISCELLANEOUS SEWER CHARGES

Application for Connection Permit	
Class 'A'- Residential	\$175
Class 'B'- Multi Family and Commercial	\$325
Class 'C'- Industrial	\$725
Demolition/Disconnect-Any Class	\$150
Sale of Stocked Material	Cost, Incl. shipping, plus 15% admin fee
Inspection Services	
During Normal Working Hours	\$125/hour
After Normal Working Hours	\$180/hour

These proposed rates and charges would become effective on June 1, 2025 if approved. Rates for usage shall be payable at six-month intervals. All other rates shall be payable at the time services are rendered.

The owners of properties against which the proposed rates and charges are to be levied and other interested persons are invited to attend and be heard.

Dated at East Lyme, Connecticut on this 1st Day of April, 2025

EAST LYME WATER AND SEWER COMMISSION
Dan Cunningham, W&S Commission Chair

**TOWN OF EAST LYME
WATER AND SEWER COMMISSION
NOTICE OF ADOPTION OF WATER RATES**

NOTICE IS HEREBY GIVEN of a public hearing to be held by the East Lyme Water and Sewer Commission on Tuesday April 22, 2025 to consider proposed revisions to the rates and charges for connection to and the use of the East Lyme Water System. This hearing will occur at the East Lyme Town Hall at 108 Pennsylvania Ave in Niantic at 6:30pm.

The proposed water rates and charges are as follows:

SCHEDULE I – RATES FOR USAGE based on meter readings at six-month intervals.

	<u>Rate</u>
<u>Minimum charge</u> per six-month period, for usage up to a maximum of 3,500 gallons per six-month period	\$113
<u>3,501 gallons</u> , to 40,000 gallons per six-month period	\$5.97/1,000 gallons
<u>3,501 gallons</u> , to 150,000 gallons per six-month period	\$7.15/1,000 gallons
<u>3,501 gallons</u> to 2,500,000 gallons per six-month period	\$8.35/1,000 gallons
<u>3,501 gallons</u> to over 2,500,000 gallons per six-month period	\$9.87/1,000 gallons
Sewer Deduct / Lawn Irrigation Meter, per six-month period	\$22.73/1,000 gallons

Customers are eligible for sewer deduction with customer-purchased meter, radio, and backflow device meeting East Lyme Water specifications

SCHEDULE II – MISCELLANEOUS WATER CHARGES

Meter and Radio Maintenance Fee, per six-month period	\$22.50 per customer
Application for Connection Permit	
Class 'A'- Residential	\$175
Class 'B'- Multi Family and Commercial	\$325
Class 'C'- Industrial	\$725
Demolition/Disconnect Inspection -Any Class	\$150
ANNUAL PRIVATE HYDRANT CHARGE	\$400
ANNUAL FIRE SPRINKLER CHARGE	\$400
SALE OF STOCKED MATERIAL	Cost, incl. shipping, plus %15 administrative fee

EAST LYME
WATER & SEWER COMMISSION

APR 22 2025

AGENDA# 14

METER CHARGES (FLAT RATE)

Frozen Meter & Misc Associated Equipment Repair <i>Normal working hours, new meter not included</i>	\$150
Frozen Meter Repair <i>After normal working hours, new meter not included</i>	\$300
Damaged Meter Radio Fee	\$350
Uncover Buried Customer Curb Box – First Offense	\$500
Uncover Buried Customer Curb Box – Second Offense	Cost + \$500
All Meter Tests	\$300
Manual Meter Reading Fee	\$175/billing cycle
Lack of Access Fee (Daily)	\$50/day
<i>Charged 10 calendar days after a certified letter is mailed to the property to gain access</i>	

INSPECTION SERVICES

During Normal Working Hours	\$120/hour
After Normal Working Hours	\$180/hour
Cross Connection/Backflow Preventer Test Up to 2”	\$185/Unit

DELIQUENCY NON-PAYMENT FEE

<i>Charged 13 calendar days after shutoff notice mailed to property and account is pending non-payment shutoff</i>	\$150/instance
--	----------------

*If account paid after working hours, an additional \$150 charge will apply for after-hours turn on

SEASONAL TURN OFF / ON FEE

During Normal Dept. Working Hours	\$150/instance
After Normal Dept. Working Hours	\$300/instance

*Includes uninstal/reinstal meter as requested

CONNECTION CHARGES

All services up to 1”	\$4700 min or actual Cost (whichever is greater)
Water Tap Only up to 1” (Contractor Performs Excavation and Site Restoration)	\$2700 min or actual cost (whichever is greater)

These proposed rates and charges would become effective on **June 1, 2025** if approved. Rates for usage shall be payable at six-months intervals. All other rates shall be payable at the time services are rendered unless otherwise noted. The owners of properties against which the proposed rates and charges are to be levied and other interested persons are invited to attend and be heard.

Dated at East Lyme, Connecticut on this 1st Day of April, 2025

EAST LYME WATER AND SEWER COMMISSION

Daniel Cunningham, W&S Commission Chairman

PUBLISHER'S CERTIFICATE

State of Connecticut
County of New London,

Personally appeared before the undersigned, a Notary Public within and for said County and State, Kelly Johnson, Legal Advertising Clerk, of The Day Publishing Company Classifieds dept, a newspaper published at New London, County of New London, state of Connecticut who being duly sworn, states on oath, that the Order of Notice in the case of

TOWN OF EAST LYME WATER AND SEWER
COMMISSION NOTICE OF ADOPT

A true copy of which is hereunto annexed, was published in said newspaper in its issue(s) of

04/11/25

Cust: TOWN OF EAST LYME - SEWER DEPT

Ad #: d01095735

Kelly Johnson

Subscribed and sworn to me

This Friday, April 11, 2025

Maryelle Johnson

Notary Public

My commission expires 5/31/29

**TOWN OF EAST LYME
WATER AND SEWER COMMISSION
NOTICE OF ADOPTION OF WATER RATES**

NOTICE IS HEREBY GIVEN of a public hearing to be held by the East Lyme Water and Sewer Commission on Tuesday April 22, 2025 to consider proposed revisions to the rates and charges for connection to and the use of the East Lyme Water System. This hearing will occur at the East Lyme Town Hall at 108 Pennsylvania Ave in Niantic at 6:30pm.

The proposed water rates and charges are as follows:

SCHEDULE I - RATES FOR USAGE based on meter readings at six-month intervals.

	Rate
Minimum charge per six-month period, for usage up to a maximum of 3,500 gallons per six-month period	\$113
3,501 gallons, to 40,000 gallons per six-month period	\$5.97/1,000 gallons
3,501 gallons, to 150,000 gallons per six-month period	\$7.15/1,000 gallons
3,501 gallons to 2,500,000 gallons per six-month period	\$8.35/1,000 gallons
3,501 gallons to over 2,500,000 gallons per six-month period	\$9.87/1,000 gallons
Sewer Deduct / Lawn Irrigation Meter, per six-month period	\$22.73/1,000 gallons

Customers are eligible for sewer deduction with customer-purchased meter, radio, and backflow device meeting East Lyme Water specifications

SCHEDULE II - MISCELLANEOUS WATER CHARGES

Meter and Radio Maintenance Fee, per six-month period	\$22.50 per customer
Application for Connection Permit	
Class 'A'- Residential	\$175
Class 'B'- Multi Family and Commercial	\$325
Class 'C'- Industrial	\$725
Demolition/Disconnect Inspection -Any Class	\$150
ANNUAL PRIVATE HYDRANT CHARGE	\$400
ANNUAL FIRE SPRINKLER CHARGE	\$400
SALE OF STOCKED MATERIAL	Cost, incl. shipping, plus %15 administrative fee

METER CHARGES (FLAT RATE)

Frozen Meter & Misc Associated Equipment Repair	
Normal working hours, new meter not included	\$150
Frozen Meter Repair	
After normal working hours, new meter not included	\$300
Damaged Meter Radio Fee	\$350
Uncover Buried Customer Curb Box - First Offense	\$500
Uncover Buried Customer Curb Box - Second Offense	Cost + \$500
All Meter Tests	\$300
Manual Meter Reading Fee	\$175/billing cycle
Lack of Access Fee (Daily)	\$50/day
Charged 10 calendar days after a certified letter is mailed to the property to gain access	

INSPECTION SERVICES

During Normal Working Hours	\$120/hour
After Normal Working Hours	\$180/hour
Cross Connection/Backflow Preventer Test Up to 2"	\$185/Unit

DELINQUENCY NON-PAYMENT FEE

Charged 13 calendar days after shutoff notice mailed to property and account is pending non-payment shutoff	\$150/Instance
*If account paid after working hours, an additional \$150 charge will apply for after-hours turn on	

SEASONAL TURN OFF / ON FEE

During Normal Dept. Working Hours	\$150/Instance
After Normal Dept. Working Hours	\$300/Instance

*Includes uninstall/reinstall meter as requested

CONNECTION CHARGES

All services up to 1"	\$4700 min or actual Cost (whichever is greater)
Water Tap Only up to 1" (Contractor Performs Excavation and Site Restoration)	\$2700 min or actual cost (whichever is greater)

These proposed rates and charges would become effective on June 1, 2025 if approved. Rates for usage shall be payable at six-months intervals. All other rates shall be payable at the time services are rendered unless otherwise noted. The owners of properties against which the proposed rates and charges are to be levied and other interested persons are invited to attend and be heard.

Dated at East Lyme, Connecticut on this 1st Day of April, 2025

EAST LYME WATER AND SEWER COMMISSION

Daniel Cunningham, W&S Commission Chairman

**East Lyme Water Department
Monthly Report for March 2025**

1. General Statistics

TASKS PERFORMED BY WATER DEPT	March 2025	TOTAL THIS YEAR	TOTAL LAST YEAR (Jan 1 to Dec 30)
Meters Installed (New Accounts)	1	1	18
New Meters In System	6854	76	New / Total
			6820 / 6865 or 99.3%
New Service Connections Installed	1	1	8
Services and Mains Repaired⁽¹⁾	1 Mainbreak	6	52
Total Gallons Pumped <i>Millions of Gallons</i>	38.001	111.952	633.811

(1) Repair or replacement of service line from main to curb stop.

2. Monthly Average Day Demand (MADD)

	March 2025	March 2024	% Difference LY
Water Produced <i>Million Gallons Daily</i>	1.226	1.641	-25.29%

MADD as a % of 3.16 MGD available water (24-hour pumping) = 38.80%

MADD as a % of 2.37 MGD available water (18-hour pumping) = 51.73%

Note: Available water based on 2005 Water Supply Plan and subsequent revisions approved February 20, 2007. Figures not adjusted for additional water available from New London during the summer months.

3. Significant Items

- 1.) Precipitation was 4.72 inches for the month. There are no wells offline or in streamflow restricted operation at this time.
- 2.) Staff is has cleaned up the meter reading database and has reduced the billing estimates to 135 accounts. Traditionally roughly 600 accounts were estimated every billing cycle. Customers who have not had their meter replaced are receiving door hangers to remind them to do so and have also received a manual meter read fee.
- 3.) A Town-wide leak detection survey was performed at the end of March and the beginning of April. There will be a more in-depth report next month on the findings. Seven leaks were discovered, and two of the leaks were at the main. Three of the leaks are on the customer side of the service line, and two service leaks are on the utility side and one is still inconclusive. The main leaks have been repaired in April and will be included in that month's report.

EAST LYME
WATER & SEWER COMMISSION

APR 22 2025

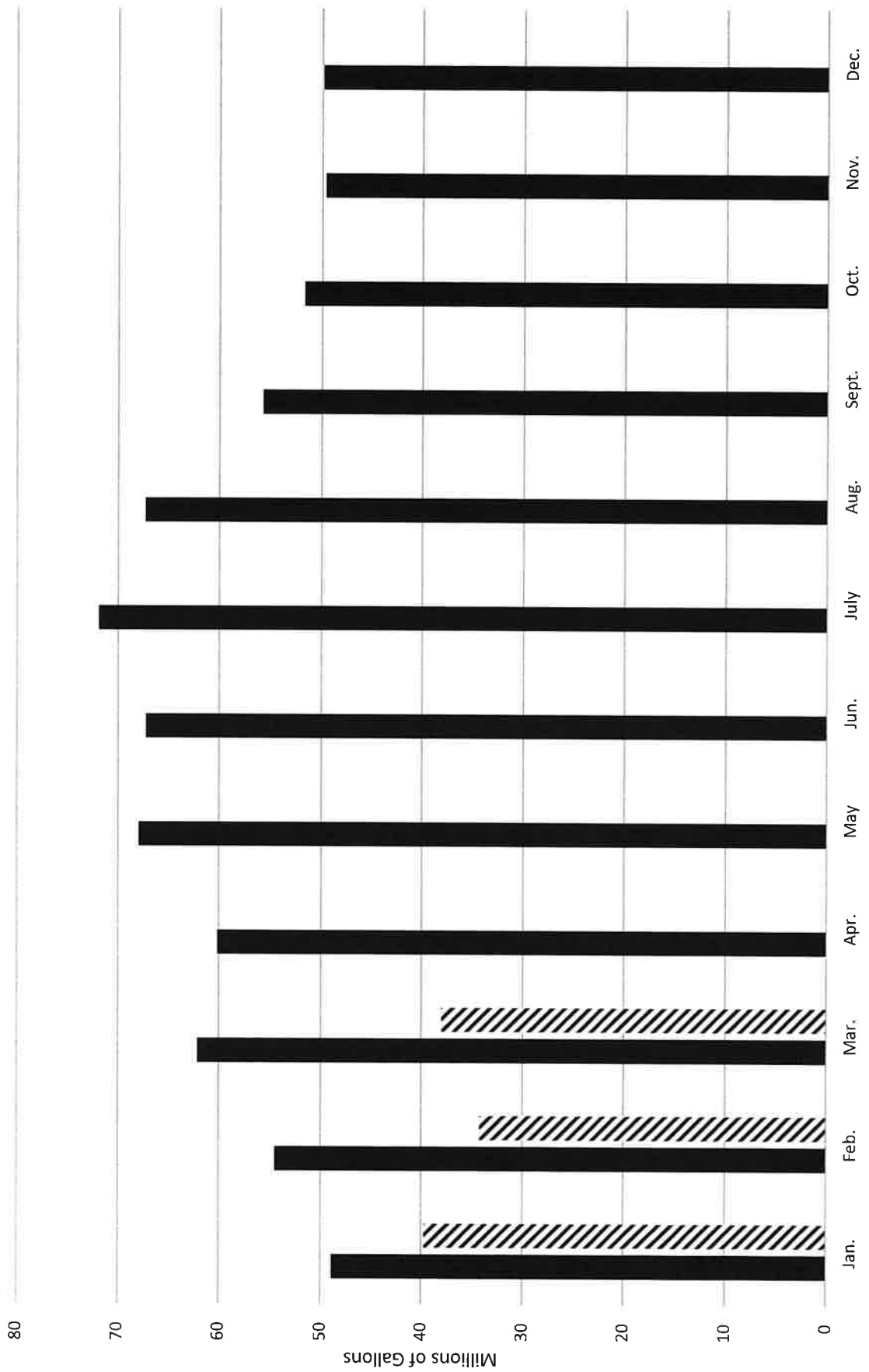
AGENDA# 16a

total minus large

6907-90

AGV37

East Lyme Water - Production by Month



Month

■ 2023 and 2024 Monthly Flow Total

▨ 2025

**EAST LYME WATER DEPARTMENT
Well Production Report March 2025**

Withdrawals	Well 1A		Well 2A		Well 3A		Well 3B		Well 4A		Well 5		Well 6		Wells 3A/3B	Wells 2A/3A/3B	Daily Total (Wells)	Water From NL	Water To NL	Daily Total (Wells & NL)(3)	
	(MGD)	(WL-ft)	(MGD)	(WL-ft)	(MGD)	(WL-ft)	(MGD)	(WL-ft)	(MGD)	(WL-ft)	(MGD)	(WL-ft)	(MGD)	(WL-ft)	(MGD)	(MGD)	(MGD)	(MGD)	(MGD)	(MGD)	
Max. Reg./Perm.(1,2)	1.160		0.864		0.560		0.993		0.547		0.780		0.440		0.993	1.857	4.784	1.000	1.000	5.784	
24-hr Pumping	1.160		0.648		0.446		0.993		0.324		0.619		0.440		1.439	2.087	4.630	0.500	NA	5.130	
18-hr Pumping	0.870		0.486		0.335		0.745		0.243		0.464		0.330		1.080	1.566	3.473	0.500	NA	3.973	
SFR 24-hr Pumping(2)	1.160		0.648		0.446		0.993		0.324		0.000		0.000		0.993	1.641	3.125	0.500	NA	3.625	
SFR 18-hr Pumping	0.870		0.486		0.335		0.745		0.243		0.000		0.000		0.745	1.231	2.344	0.500	NA	2.844	
Monthly Average	0.291		0.145		0.123		0.247		0.069		0.149		0.202		0.370	0.515	1.226	0.000	0.000	1.226	
Date	*Alert* Trigger	12.0		4.0		15.0		20.0		6.0		18.0		22.0							Precip
																					inches
3/1/2025	0.379	13.1	0.123	35.0	0.087	43.3	0.174	37.2	0.136	13.50	0.079	12.2	0.261	32.6	0.261	0.384	1.238	0.000	0.000	1.238	0.00
3/2/2025	0.239	18.6	0.200	10.0	0.169	43.3	0.336	37.2	0.103	3.40	0.095	12.4	0.165	40.9	0.505	0.705	1.307	0.000	0.000	1.307	0.00
3/3/2025	0.297	18.5	0.123	35.0	0.088	43.2	0.178	37.0	0.143	3.50	0.150	12.8	0.205	40.9	0.266	0.389	1.184	0.000	0.000	1.184	0.00
3/4/2025	0.217	18.5	0.158	10.0	0.143	42.9	0.284	36.6	0.110	13.50	0.114	33.3	0.150	40.9	0.427	0.585	1.176	0.000	0.000	1.176	0.00
3/5/2025	0.274	13.0	0.152	35.0	0.110	43.1	0.221	37.0	0.123	13.40	0.217	13.2	0.189	32.4	0.331	0.484	1.286	0.000	0.000	1.286	0.00
3/6/2025	0.264	13.1	0.125	10.0	0.143	43.1	0.275	36.8	0.121	13.40	0.117	12.8	0.182	32.4	0.418	0.543	1.227	0.000	0.000	1.227	0.64
3/7/2025	0.272	18.7	0.079	11.0	0.050	43.0	0.098	36.6	0.108	3.50	0.150	12.6	0.188	40.8	0.148	0.227	0.945	0.000	0.000	0.945	0.00
3/8/2025	0.257	13.1	0.149	35.0	0.121	17.1	0.244	37.4	0.124	3.40	0.166	13.4	0.173	32.6	0.365	0.514	1.234	0.000	0.000	1.234	0.00
3/9/2025	0.259	13.1	0.158	35.0	0.129	43.2	0.260	37.1	0.102	3.30	0.162	33.0	0.203	32.6	0.389	0.547	1.273	0.000	0.000	1.273	0.00
3/10/2025	0.239	13.0	0.137	35.0	0.139	43.1	0.274	36.8	0.148	3.40	0.129	11.9	0.165	32.5	0.413	0.551	1.231	0.000	0.000	1.231	0.00
3/11/2025	0.304	13.3	0.135	35.0	0.110	43.1	0.221	36.9	0.112	3.40	0.130	10.8	0.210	32.9	0.331	0.466	1.222	0.000	0.000	1.222	0.00
3/12/2025	0.207	18.8	0.067	34.0	0.115	43.0	0.234	36.7	0.127	3.50	0.212	13.0	0.143	41.1	0.349	0.416	1.104	0.000	0.000	1.104	0.00
3/13/2025	0.383	13.0	0.144	34.0	0.064	14.8	0.122	25.4	0.112	3.40	0.124	12.8	0.264	33.0	0.186	0.330	1.214	0.000	0.000	1.214	0.00
3/14/2025	0.272	13.1	0.150	13.0	0.106	14.9	0.214	26.0	0.085	3.40	0.122	33.2	0.188	32.9	0.320	0.469	1.137	0.000	0.000	1.137	0.00
3/15/2025	0.256	12.9	0.168	11.0	0.149	43.3	0.295	37.3	0.150	3.40	0.110	13.0	0.176	32.6	0.444	0.613	1.304	0.000	0.000	1.304	0.00
3/16/2025	0.315	12.8	0.125	35.0	0.122	43.0	0.244	36.8	0.097	13.40	0.146	12.7	0.218	32.2	0.366	0.490	1.267	0.000	0.000	1.267	0.02
3/17/2025	0.234	41.0	0.158	11.0	0.111	43.0	0.222	36.5	0.139	3.80	0.098	12.7	0.162	41.0	0.333	0.492	1.124	0.000	0.000	1.124	2.28
3/18/2025	0.294	32.7	0.177	36.0	0.148	17.1	0.296	37.3	0.100	13.60	0.161	33.9	0.203	32.7	0.444	0.621	1.379	0.000	0.000	1.379	0.00
3/19/2025	0.275	41.3	0.118	11.0	0.093	43.2	0.188	36.8	0.003	3.90	0.163	12.7	0.190	41.3	0.281	0.398	1.029	0.000	0.000	1.029	0.00
3/20/2025	0.307	33.1	0.134	36.0	0.135	43.5	0.271	37.4	0.000	13.70	0.185	33.0	0.212	33.1	0.406	0.540	1.244	0.000	0.000	1.244	0.00
3/21/2025	0.211	32.8	0.213	12.0	0.151	43.0	0.302	36.7	0.000	13.80	0.122	13.4	0.145	32.8	0.453	0.666	1.144	0.000	0.000	1.144	0.06
3/22/2025	0.357	33.0	0.117	35.0	0.096	43.3	0.194	37.0	0.000	13.90	0.168	12.5	0.247	33.0	0.290	0.406	1.178	0.000	0.000	1.178	0.00
3/23/2025	0.328	32.9	0.187	36.0	0.134	43.6	0.269	37.5	0.000	13.90	0.185	12.4	0.226	32.9	0.403	0.590	1.329	0.000	0.000	1.329	0.00
3/24/2025	0.186	19.1	0.191	11.0	0.192	43.4	0.379	37.1	0.000	14.00	0.157	11.9	0.141	41.5	0.571	0.763	1.247	0.000	0.000	1.247	0.01
3/25/2025	0.305	19.4	0.107	11.0	0.178	15.0	0.358	25.7	0.000	14.10	0.133	34.1	0.210	41.4	0.536	0.642	1.290	0.000	0.000	1.290	1.39
3/26/2025	0.378	13.7	0.140	12.0	0.118	15.5	0.237	25.8	0.000	14.20	0.173	12.8	0.264	33.1	0.355	0.495	1.310	0.000	0.000	1.310	0.00
3/27/2025	0.376	13.6	0.165	36.0	0.138	15.3	0.278	26.5	0.000	14.10	0.171	33.7	0.259	33.4	0.416	0.581	1.387	0.000	0.000	1.387	0.02
3/28/2025	0.313	19.2	0.129	12.0	0.116	15.1	0.235	26.2	0.000	14.20	0.177	33.2	0.216	41.5	0.351	0.480	1.186	0.000	0.000	1.186	0.00
3/29/2025	0.344	13.6	0.153	11.0	0.123	14.7	0.244	26.1	0.000	14.10	0.166	33.6	0.237	33.7	0.367	0.520	1.267	0.000	0.000	1.267	0.03
3/30/2025	0.318	19.1	0.170	36.0	0.139	43.6	0.280	37.5	0.000	14.00	0.179	33.2	0.219	41.3	0.419	0.589	1.305	0.000	0.000	1.305	0.24
3/31/2025	0.361	13.4	0.134	35.0	0.107	43.5	0.216	37.2	0.000	14.00	0.167	33.2	0.249	33.0	0.323	0.457	1.234	0.000	0.000	1.234	0.03
Average	0.291	19.8	0.145	24.3	0.123	35.2	0.247	34.5	0.069	9.49	0.149	20.0	0.202	35.8	0.370	0.515	1.226	0.000	0.000	1.226	0.16
Minimum	0.186	12.8	0.067	10.0	0.050	14.7	0.098	25.4	0.000	3.30	0.079	10.8	0.141	32.2	0.148	0.227	0.945	0.000	0.000	0.945	0.00
Maximum	0.383	41.3	0.213	36.0	0.192	43.6	0.379	37.5	0.150	14.20	0.217	34.1	0.264	41.5	0.571	0.763	1.387	0.000	0.000	1.387	2.28
Total	9.021		4.486		3.824		7.642		2.140		4.628		6.260		11.466	15.952	38.001	0.000	0.000	38.001	4.72

Notes:

- MGD = Million Gallons Per Day
- WL = Water (in feet) above the airline or pressure transducer (set approximately 4 ft above the pump suction for each well; 17 ft above suction for Well 4A).
- SFR = stream flow restrictions (Wells 5 and 6 not operating).
- NR = No Reading Available
- (1) A condition of the Well 3A diversion permit limits the combined maximum withdrawal from Wells 2A, 3A, and 3B to 1.857 mgd.
- (2) Another condition of the Well 3A permit restricts the combined maximum withdrawal from Wells 3A and 3B to 0.864 mgd during "low" stream flow. If Well 3A is not pumped, Well 3B alone can be pumped at 0.993 mgd during "low" stream flow.
- (3) Totals represent well production plus water from New London. Does not include water to New London.

% Recvd. of Total Monthly Demand	0.00	Total Monthly Demand	38.001
% of Total Sent to NL (Wells)	0.00		
Running Total (water received 2023)	0.000		
Goal	14.850		
% of Goal	0.00		
Running Total (water sent to NL 2023)	0.000		
Goal	25.074		
% of Goal	0.00		

April 2025

East Lyme Sewer Maintenance Report for March 2025

1. Sewer tie-ins, inspections and CBYDs at various locations
2. Daily chemical machine checks and maintenance
3. Monthly alarm tests and meter readings
4. Daily station maintenance checks
5. General Sewer Pump Station Maintenance
6. General equipment maintenance
7. Monitor Odor Control System 31 Arbor Xing for H2s
8. Monitor Oder Control System. 170 Giants Neck Rd
9. Monitor H2S (Point O Woods)
10. O/M Maintenance

EAST LYME
WATER & SEWER COMMISSION

APR 22 2025

AGENDA# 16 B

Sewer Department Monthly Report

Tuesday, April 22, 2025

Data For the Month of: **March 2025**

Monthly Running Avg:	848,266 GPD
Daily Avg:	875,581 GPD
Daily Max:	1,047,000 GPD
Daily Min:	795,000 GPD

Daily Average as a Percent of Monthly Running Average: 96.88%

State CT Flows:

	DOC	Camp Nett	Rocky Neck	POW	Pine Grove	Total
Actual GPD AVG.	121,342	11,349	0	12,217	40,000	184,908
Design GPD AVG.	250,000	58,400	24,600	105,000	40,000	478,000
% of Design GPD	48.5%	19.43%	0	11.64%	100.00%	38.68%
% of East Lyme Average Daily Flow	14.30%	1.34%	0.00%	1.44%	4.72%	21.80%
% of East Lyme 1.5 MGD Allotment	8.09%	0.76%	0.00%	0.81%	2.67%	12.33%

EAST LYME SEWER FLOWS - HISTORY

	AVG. Prev. Years												% +/- AVG. Prev. Years	Precip. 2025 (in.)
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2025		
JAN.	787,646	747,284	784,837	781,519	1,090,311	849,497	938,302	942,646	1,029,157	1,177,819	865,255	832,968	-3.7%	1.45
FEB.	832,681	809,701	765,648	865,263	842,611	859,175	911,422	988,646	997,413	912,457	859,393	836,250	-2.7%	3.88
MAR.	1,017,280	790,851	777,452	927,771	893,805	832,803	886,441	948,873	984,116	1,048,941	884,410	875,581	-1.0%	4.72
APR.	938,861	796,611	897,161	778,780	918,456	885,983	962,591	965,456	1,015,438	1,066,788	892,987			
MAY	913,816	777,446	872,268	746,049	947,042	900,485	951,501	922,857	1,061,763	989,756	878,933			
JUN.	880,190	815,281	849,504	906,535	875,000	882,463	976,981	989,299	984,241	966,607	896,907			
JUL.	1,048,427	879,952	883,851	1,026,307	977,552	853,930	1,047,771	995,433	1,086,674	991,582	964,153			
AUG.	977,543	868,636	873,017	905,718	932,181	911,419	978,158	1,000,871	1,063,381	955,027	930,943			
SEPT.	878,563	762,544	769,493	875,918	833,237	823,590	1,051,008	921,227	1,020,678	851,600	864,448			
OCT.	861,521	738,247	752,273	903,915	806,576	812,506	917,384	905,482	1,053,620	813,935	837,238			
NOV.	803,842	709,481	732,848	871,111	815,129	786,482	937,414	864,223	954,365	787,600	815,066			
DEC.	788,121	728,649	728,437	894,050	927,335	896,694	895,121	950,524	1,057,605	853,600	851,116			
AVG.	894,041	785,390	807,232	873,578	904,936	857,919	954,508	949,628	1,025,704	951,309	878,404		-2.5%	3.35

Precip. Total 10.05

East Lyme Sewer Department

Monthly Average Day Wastewater Flows (MGD)

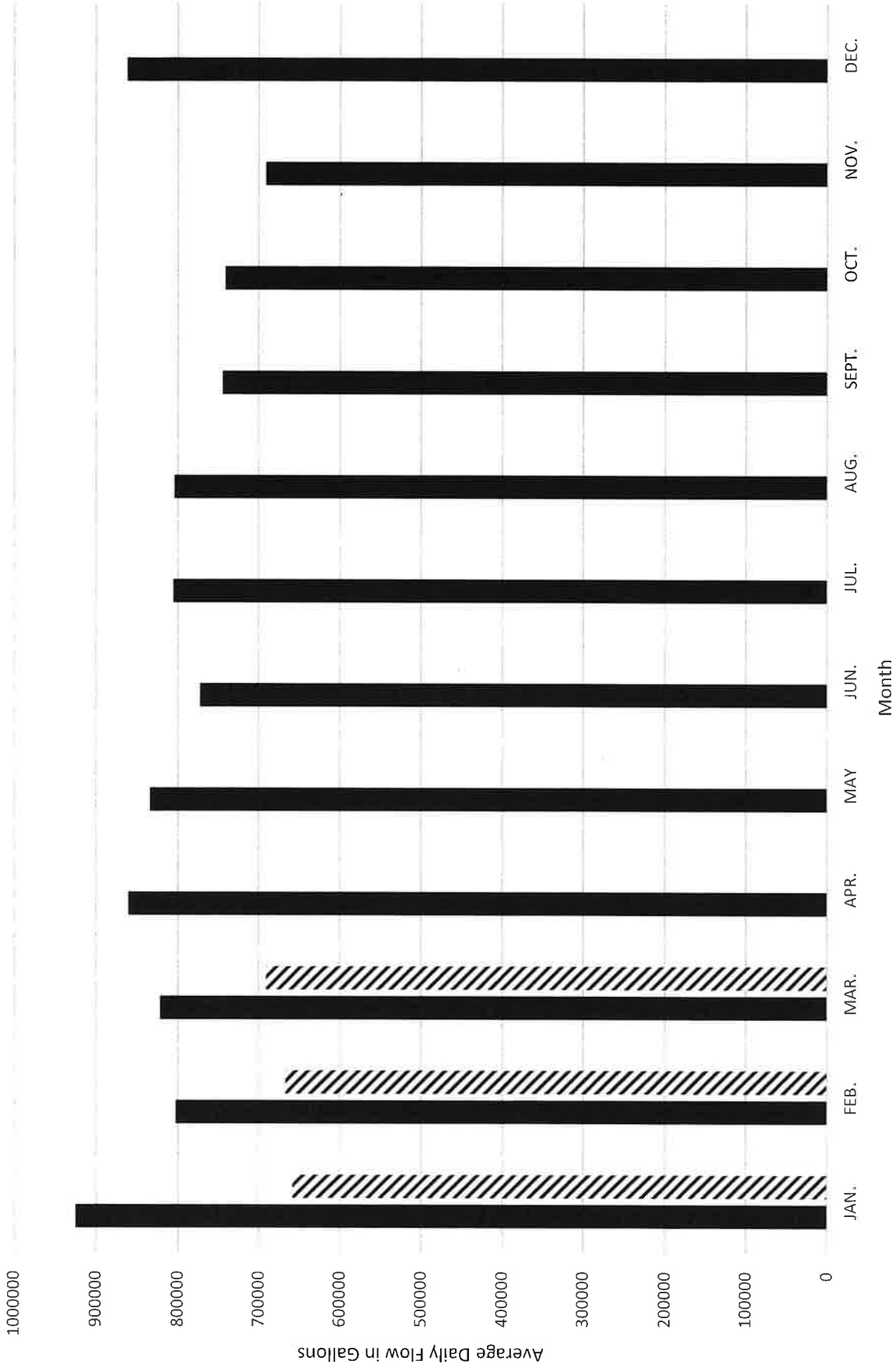
Tuesday, April 22, 2025
Sewer Flows for the Month of March

Year	Month	Total Daily Combined Flows from East Lyme and State				State Average Daily Flows by Facility						State Allocation (0.478 MGD)			East Lyme Allocation (1.022 MGD)		
		Niantic Sewer Pump Station Flows		DOC	Camp Nett	Rocky Neck	POW	Pine Grove	Daily Usage	Capacity Remaining	Percent Capacity Remaining	Daily Usage	Capacity Remaining	Percent Capacity Remaining	Daily Usage	Capacity Remaining	Percent Capacity Remaining
2025	January	Average	0.833	0.909	0.776	0.120	0.008	0.025	0.105	0.040	0.175	0.303	63%	0.658	0.364	36%	
	February	Max	1.071	1.047	0.795	0.116	0.006	0.000	0.008	0.040	0.169	0.309	65%	0.667	0.355	35%	
	March	Min				0.121	0.011	0.000	0.012	0.040	0.185	0.293	61%	0.691	0.331	32%	
	April																
	May																
	June																
	July																
	August																
	September																
	October																
	November																
	December																
Annual Avg. (Jan - Dec)		0.848	1.009	0.774	0.119	0.008	0.000	0.009	0.040	0.176	0.302	63%	0.672	0.350	34%		

All figures reported in Million Gallons Daily (MGD)

Rolling 2 Year Average	0.777	0.245	24%
------------------------	-------	-------	-----

East Lyme Sewer Average Daily Flow Last Year vs 2 Year Average



■ 2023 and 2024 Average Daily Flow

Month