



## JOINT APPLICATION AGREEMENT

This Connecticut Water Company, a Connecticut corporation, with offices located at 93 West Main Street, Clinton, Connecticut ("CWC") and The Old Lyme Shores Beach Association, a Connecticut corporation, in the locality known as Old Lyme Shores in the Town of Old Lyme, Connecticut (the "Association"). The CWC and Association may be referred to in this Agreement individually as a "Party" and together as the "Parties".

WHEREAS, the Association seeks to install full-depth residential water service lines that will tie into water main owned and operated by CWC as the public water supplier to the Association (the "Project");

WHEREAS, the Association intends to apply for State Revolving Funds (SRF) to support the planning, design and construction of the Project which is planned for construction beginning in 2021;

WHEREAS, CWC and Association share joint interest in providing safe drinking water to Association residents and CWC desires to cooperate with the Association in connection with the Association's SFR application;

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

- 1.0 **CWC Responsibilities.** CWC agrees to the following as it relates to the Project.
  - 1.1 CWC shall provide as-built drawings prepared by CWC to the Association which drawings shall show the location of any CWC water mains installed in the Project area. The Association may rely on the as-built drawings as if the drawings were prepared on its behalf. No other parties may rely on the drawings without CWC's prior written consent. Notwithstanding the foregoing, CWC shall have no liability to the Association for the contents of the as-built drawings.
  - 1.2 CWC shall co-sign the SRF application with the Association. CWC shall have no responsibility for the preparation of the SRF application and CWC shall have no liability to the Association for any costs or expenses incurred by the Association for the preparation of the SRF application.
  - 1.3 CWC shall accept and process new service applications from new Association customers in accordance with CWC Rules and Regulations.
  - 1.4 CWC agrees that it shall provide timely responses to construction coordination issues with the potential to impact CWC facilities. However,

CWC shall have no liability to the Association for any expenses incurred by the Association as a result of CWC's delay in responding to construction coordination issues.

**2.0 Association Responsibilities.** Association agrees to the following as it relates to the Project.

- 2.1 At no cost or expense to CWC, the Association will be responsible for funding all aspects of the Project, including but not limited to, design, permitting, construction, and restoration.
- 2.2 At no cost or expense to CWC, the Association will be responsible for developing SRF application.
- 2.3 The Association shall exclusively administer SRF loan, including all reporting and submittal requirements that may be conditions of the SRF contract and CWC shall have no obligation or responsibility for administration of the SRF or to otherwise assist the Association in its administration of the SRF.
- 2.4 The Association shall exclusively procure the Project Contractor, in compliance with SRF requirements and CWC shall have no obligation or responsibility for the procurement of the Project Contractor or to otherwise assist the Association in its procurement of the Project Contractor.
- 2.5 At no cost or expense to CWC, the Association shall be responsible for Project design, construction administration, and closeout. The construction and installation of the Project will include excavation costs from the main to the property line including backfill, temporary paving repair and restoration, the excavation, furnishing and installation of the copper service from the property line to the edge of the home, a meter pit, drain valve and connections to the service at the property line (installed by CWC) and the connection to interior plumbing for identified residences. Work will also include abandoning of existing wells and other miscellaneous costs depending route for service and restoration. The work done by the Association shall be done in accordance with CWC's specifications and those of the American Water Works Association and the Connecticut Department of Health.

**3.0 Miscellaneous Terms and Conditions.** The following are comprehensive provisions in conjunction with the aforementioned Sections presented in this Agreement:

- 3.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

- 3.2 This Agreement may not be recorded.
- 3.3 No Party to this Agreement is empowered to alter or amend any term herein unless such alteration or amendment is in writing and has been signed by both Parties. This provision cannot be orally waived.
- 3.4 The individuals who have executed this Agreement on behalf of the respective Parties expressly represent and warrant that they are authorized to sign on behalf of such Parties for the purpose of duly binding such Parties to this Agreement.
- 3.5 This Agreement may be executed in several counterparts, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument.
- 3.6 The terms and provisions of this Agreement embody the Parties' mutual intent and shall not be construed more liberally in favor of, nor more strictly against, either Party and, particularly, shall not be construed more strictly against the Party which has drafted this Agreement.
- 3.7 Nothing contained in this Agreement shall be construed to create any association, trust, partnership, or joint venture or impose a trust or partnership, duty, obligation, or liability or any agency relationship on, or with regard to, either Party. Neither Party hereto shall have the right to bind or obligate the other in any way or manner.
- 3.8 This Agreement only concerns the Project and the Agreement will terminate upon closeout of the SRF contract between the Association and the State of Connecticut.

4.0 **Notices.** All notices shall be in writing and shall be delivered in person by transmitted by certified or registered mail, return receipt requested. Notices to CWC will be addressed to:

Connecticut Water Company  
93 West Main Street  
Clinton, Connecticut 06413  
Attention: Craig Patla

Notices to the Association will be addressed to:

[Name]: Matt Merritt, President of Old Lyme Shores Beach Association  
[Address] 18 St Andrew's, Glastonbury, CT 06033

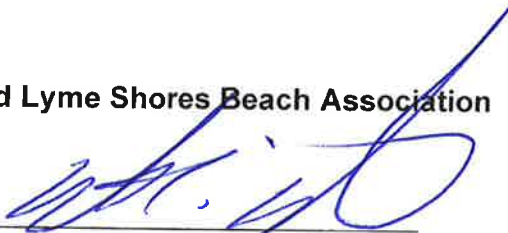
IN WITNESS WHEREOF, the parties hereto have executed this Agreement  
this 21 day of December, 2020.

**Connecticut Water Company**

By   
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Name: Craig Patla, VP - Service Delivery  
Title:

**Old Lyme Shores Beach Association**

By   
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Name: Matt Merritt  
Title: President of Old Lyme Shores  
Beach Association  
18 St Andrew's  
Glastonbury, CT 06033

By   
\_\_\_\_\_

Name: Joseph Halloran  
Title: Chairman of the WPCA  
Old Lyme Shores Beach Association  
8 Plumrose Court  
Portland, CT 06480