



AGREEMENT

THIS AGREEMENT, entered into the _____ day of _____, 2013, by and between _____ of _____, _____, _____, hereinafter called the "Developer", and the **CHESHIRE WATER POLLUTION CONTROL AUTHORITY**, hereinafter called the "Authority".

RECITALS

WHEREAS, the Developer has represented that it is the owner of a certain piece or parcel of land, situated in the Town of Cheshire, County of New Haven and State of Connecticut, said premises are more particularly described on Exhibit "A" annexed and hereby made a part thereof; and

WHEREAS, the Authority herein is the duly constituted WATER POLLUTION CONTROL AUTHORITY of the Town of Cheshire; and

WHEREAS, said hereinbefore described property shall be subject to a sewer assessment which will be levied at some time in the future when public sanitary sewers are fully provided by the Authority to said property; and

WHEREAS, the Developer is desirous of developing the above mentioned parcel of land; and

WHEREAS, the Planning and Zoning Commission of the Town of Cheshire requires said property to be sewered by a public sanitary sewer line before it is developed by the Developer; and

WHEREAS, the Authority feels it would be in the best interest of the Town of Cheshire to provide sanitary sewers to said property at this stage in its development; and

WHEREAS, the parties of negotiations and discussions have attempted to reach an amicable agreement relating to the construction of said sewer line by the Developer;

NOW THEREFORE, in consideration of the mutual covenants, agreements and understanding herein contained, the parties mutually agree as follows:

1. The Developer agrees to construct and install, at its sole expense, sewer lines and all laterals as shown on maps entitled _____ to be filed in the Cheshire Public Works Office as approved by the WATER POLLUTION CONTROL AUTHORITY and the Town Engineer or his/her designee, which Plan & Profile attached hereto is made a part thereof by reference.
2. The Developer shall, at its sole expense, obtain and pay for any easements necessary to construct said sewer line, or, if it is the owner of any property over which said sewer line shall pass, it shall grant such easements without cost to the Authority.
3. All construction being done by the Developer or its contractors shall be accomplished to the exact specifications as will be provided by the Town Engineer or his/her designee.
4. All costs, including, but not limited to, costs of engineering, inspections, construction, easements, etc., shall be paid by the Developer.

5. Based upon an estimate by the Town Engineer or his/her designee, the reasonable costs of constructing the said sewer line as shown on the plans referred to in Paragraph 1 hereof is _____.
6. The Developer agrees that upon the execution of this Agreement, that for itself and its successors and assigns, it hereby waives any and all rights of appeal with respect to any sewer assessment that the Authority may levy pursuant to the provisions of the Connecticut General Statutes, reserving, however, any rights of appeal to any purchasers or their successors and assigns of the lot described above that such purchasers may have only with respect to a supplemental assessment as provided for under Section 7-251 of the Connecticut General Statutes.
7. The Developer agrees that prior to commencing any of the aforementioned construction, all necessary permits and bonds will be obtained by the Developer from all applicable federal, state and local officials or agencies insuring that specified work will be accomplished to the exact specifications of the appropriate regulatory bodies.
8. The Developer hereby agrees that prior to commencing any of the aforesaid construction, arrangements will be made with the Town Engineer or his/her designee to inspect said installation to insure said construction meets the Authority's specifications. The cost of said inspection shall be paid for by the Developer before any of said sewer lines will be accepted by and the use thereof permitted by the Authority.
9. The Developer and Authority both agree that the construction of sewer lines and laterals as aforesaid are to be completed by the Developer no later than _____.
10. The Developer agrees to provide the Water Pollution Control Authority, at no cost, with an electronic version of the as-built drawings of the sewers, in a format designated by the Town, once the sewer project is completed and such drawings will be required prior to the acceptance of the sewer lines, laterals and easements by the Town of Cheshire. The Developer agrees that ownership of said sewer lines, laterals, appurtenances and necessary easements shall be deeded in the Town of Cheshire upon acceptance of said sewers by the Town of Cheshire.
11. The Developer will provide a copy of the camera inspection of the sewer lines and results of the pressure testing of the lines for review and approval by the Town Engineer or his/her designee, prior to the Town's acceptance of the sanitary sewer lines that are part of this Agreement.
12. All submissions to the Authority are to be in compliance with the provisions of "Town of Cheshire, Regulations for the Installation of Sanitary Sewers in Residential, Commercial and Industrial Developments, January 1972," as revised and amended.
13. Except as otherwise provided herein, all the conditions and agreements contained herein shall apply to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first mentioned above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

By: _____

A Member, HERETO DULY AUTHORIZED

STATE OF CONNECTICUT)

) ss: CHESHIRE

COUNTY OF NEW HAVEN)

On this _____ day of _____, 2013, before me appeared

_____, who acknowledged himself/herself to be a Member of _____ and that he/she, as such Member, being authorized so to do, executed the foregoing instrument for the purpose herein contained, by signing the name of the company by himself as Member.

Commissioner of the Superior Court
Notary Public

My Commission Expires _____

_____ **CHESHIRE WATER POLLUTION CONTROL AUTHORITY**

_____ By: _____

WPCA Chairperson, HERETO DULY AUTHORIZED

STATE OF CONNECTICUT)

) ss: CHESHIRE

COUNTY OF NEW HAVEN)

On this _____ day of _____, 2013, before me appeared

_____, who acknowledged himself/herself to be a Member of the **Cheshire Water Pollution Control Authority** and that he/she, as such Member, being authorized so to do, executed the foregoing instrument for the purpose herein contained, by signing the name of the company by himself as Member.

Commissioner of the Superior Court
Notary Public

My Commission Expires _____