

AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2001, by and between the **TOWN OF CHESHIRE**, a municipal corporation having its territorial limits within the County of New Haven, and State of Connecticut, acting herein by and through its Town Manager and its Water Pollution Control Authority (hereinafter "Cheshire"), and the **TOWN OF WALLINGFORD**, a municipal corporation having its territorial limits within the Country of New Haven, and State of Connecticut, acting herein by its Water Pollution Control Authority (hereinafter "Prospect").

WITNESSETH:

WHEREAS, WALLINGFORD owns and operates a sewer treatment plant and sanitary sewer system which is situated in various parts of said Town and which extends to a point in Reservoir Road in the Town of Wallingford as shown on a certain map entitled: " _____
_____ (hereinafter "Plans"), and on file in the Cheshire Town Engineer's Office; and

WHEREAS, Panagiotis Scarbarдонis of the Town of Prospect, Country of New Haven, and State of Connecticut (hereinafter "Developer"), has requested that he be permitted to construct a public sanitary sewer line as shown on the Plans with improvements to be constructed within and upon certain property owned by him and known as Town Line Restaurant, 280 Cheshire Road, Route 68 (hereinafter "Premises"), and which sewer line and appurtenances will be locate partially within the Town of Prospect and within the Town of Cheshire and be connected to **CHESHIRE'S** public sanitary sewage system; and

WHEREAS, PROSPECT desires **CHESHIRE** to allow the disposal of sewage from the subject Premises and other premises immediately adjacent to the proposed line in **PROSPECT**, as shown on the Plans, through **CHESHIRE'S** collection and sewer treatment facilities; and

WHEREAS, CHESHIRE is willing to permit certain owners of property located in **PROSPECT** to dispose of sewage generated in **PROSPECT**, as shown on said Plans, through **CHESHIRE'S** facilities in partial consideration for **PROSPECT'S** permitting and cooperating with **CHESHIRE**, where appropriate, to impose certain fees, assessments, and use charges, as hereinafter set forth, and agreeing to pay any such fees which the owners fail or refuse to pay, and permitting **CHESHIRE'S** applicable sewer regulations to be enforced; and

WHEREAS, a portion of said sewer system also serves or may serve other residents of **PROSPECT** immediately adjacent to the sewer facility, as shown on the Plans.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereinafter contained and pursuant to the authority granted to **CHESHIRE** and **PROSPECT** by Sections 7-247 and 7-273 of the Connecticut General Statutes, **PROSPECT** and **CHESHIRE** do hereby agree as follows:

1. **PROSPECT** agrees to permit **CHESHIRE**, its agents and contractors employed by **CHESHIRE**, or the agents and contractors of **DEVELOPER**, to enter upon and excavate in, under, and through that portion of said sewer line extending in **PROSPECT** for the purpose of constructing, operating, servicing, testing, maintaining, and repairing said sanitary sewer mains, laterals, and other appurtenances, all in accordance with the ordinances and pertinent rules and regulations of **CHESHIRE**, subject, however, to any property rights of others in and to the property crossed by said sewer line.

2. **PROSPECT** agrees that the sanitary sewer line and laterals installed by **CHESHIRE** in said easement areas shall be the property of and shall be owned by **CHESHIRE** and shall be subject to the same ordinances, assessments and use charges, rules and regulations, and controls and conditions of use, as are applicable to other sanitary sewer facilities located in **CHESHIRE** and owned by **CHESHIRE**.

3. **PROSPECT** agrees to waive any and all rights, if any, to regulate or to assess **CHESHIRE** for tax assessments or other assessments or charges on the sanitary sewer line installed pursuant to this Agreement. **CHESHIRE** agrees to permit the owners of property located in **PROSPECT** and abutting said sewer line, as shown on the Plans—and no others—to connect to into said sewer, provided that written application is first made to **CHESHIRE'S** Water Pollution Control Authority for such right to connect, and that said property owners shall pay **CHESHIRE** a connection charge, use charges, and other appropriate charges, equal to an amount to be then determined in accordance with the sewer assessment and sewer connection or use charge in effect at the time of hook-up or as may be amended from time to time by **CHESHIRE**.

4. **PROSPECT** agrees that the use of the sanitary sewer system shall be in conformance with the rules and regulations established by **CHESHIRE** or as same may be hereafter amended. **CHESHIRE** reserves the right, and **PROSPECT** acknowledges **CHESHIRE'S** rights, to remove any violators of **CHESHIRE'S** regulations from the system located in **PROSPECT** and to seek or impose such fines, liens, or other remedies as may be authorized by law and/or agreement of the parties.

5. **CHESHIRE** shall notify **PROSPECT** when any persons owning property abutting the sewer line in **PROSPECT** apply for permission to connect to the aforementioned sewer system. The connecting property owners shall then obtain a Sewer Connection Permit from **CHESHIRE** and pay all necessary permit, inspection, and connection fees and charges to **CHESHIRE**. The complete cost of the hookup shall be borne by the **PROSPECT** property owners, including the cost of extending the sewer main to serve the property, as shown on the Plans, and the construction of the lateral to the main line (road excavation, repair, pipe, etc.). All work shall be inspected and approved by **CHESHIRE'S** Town Engineer or the **AUTHORITY'S** consulting engineers Metcalf and Eddy., or its successors, if any.

6. **PROSPECT** agrees that **CHESHIRE** may perfect any liens for assessments or connection or use charges that are levied by **CHESHIRE** upon the **PROSPECT** properties which utilize said sewer facilities as permitted in this Agreement in the manner set forth in Sections 7-254 and 7-258 of the Connecticut General Statutes, as **PROSPECT** would be permitted to perfect if the properties were connected to **PROSPECT** sewer facilities and hereby assigns its rights granted by said statute to do so to **CHESHIRE**.

7. Should the property owners affected by this Agreement fail to pay an assessments or connection or use charges, or should any liens filed by **CHESHIRE** pursuant to this Agreement become unenforceable or be foreclosed, discharged, or divested in any judicial or non-judicial procedure affecting the property which is the subject of the liens for any reason whatsoever, **PROSPECT** hereby agrees to pay to **CHESHIRE** within sixty (60) days of demand by **CHESHIRE** such assessments, connection, and use charges which may be imposed by **CHESHIRE** for services to the properties permitted by this Agreement, including all interest, costs of collection, and reasonable

attorney's fees in the enforcement of the liens or other collection procedures, providing **CHESHIRE** assigns the amounts owned to **CHESHIRE** and all security therefore, if any, to **PROSPECT**. **CHESHIRE** shall have the sole option of determining at what time after default by the property owner **CHESHIRE** makes demand upon **PROSPECT** for payment.

8. **CHESHIRE** shall notify **PROSPECT** of any assessment or sewer use or connection charge which is past due, in the same manner as it notifies the property owner in default. Any demands of **CHESHIRE** for payment by **PROSPECT** pursuant to Paragraph 7 of this Agreement shall be in writing and made pursuant to Paragraph 10 of this Agreement.

9. In all matters relating to this Agreement, **PROSPECT** and **CHESHIRE** shall cooperate fully to accomplish the purposes of this Agreement.

10. Unless otherwise provided in this Agreement, any notices permitted or required by the parties under this Agreement shall be made by certified mail, return receipt requested to the following addresses:

PROSPECT: Mayor
Prospect Town Hall
36 Center Street
Prospect, CT 06712

CHESHIRE: Town Manager
Town of Cheshire
84 South Main Street
Cheshire, CT 06410

11. This Agreement is to remain in full force and effect until such time as **PROSPECT** and **CHESHIRE** may mutually agree, in writing, to modify, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the dates below written.

**Signed, Sealed And Delivered
In The Presence Of:**

TOWN OF CHESHIRE

By: _____
John L. Salomone
Its Town Manager, Duly Authorized

**CHESHIRE WATER POLLUTION
CONTROL AUTHORITY**

By: _____
Kenneth E. Neumann
Its Chairman, Duly Authorized

TOWN OF PROSPECT

**By: ITS WATER POLLUTION CONTROL
AUTHORITY**

By: _____
John Schieffer, Jr.
Its Chairman, Duly Authorized

APPROVED AS TO FORM THIS _____ DAY OF _____, 1998.

John K. Knott, Jr.
Cheshire Town Attorney

APPROVED AS TO FORM THIS _____ DAY OF _____, 1998.

John D. Yarbrough, Jr.
Prospect Town Attorney

STATE OF CONNECTICUT :
: ss. **TOWN OF CHESHIRE**
COUNTY OF NEW HAVEN

On this the _____ day of _____, 1998, before me, the undersigned officer, personally appeared **JOHN L. SALOMONE**, who acknowledged himself to be the Town Manager of the **TOWN OF CHESHIRE**, a municipal corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the Town.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT :
: ss. **TOWN OF CHESHIRE**
COUNTY OF NEW HAVEN

On this the _____ day of _____, 1998, before me, the undersigned officer, personally appeared **KENNETH E. NEUMANN**, who acknowledged himself to be the Chairman of the **CHESHIRE WATER POLLUTION CONTROL AUTHORITY**, a municipal agency, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT :
: ss. **TOWN OF PROSPECT**
COUNTY OF NEW HAVEN

On this the _____ day of _____, 1998, before me, the undersigned officer, personally appeared **JOHN SCHIEFFER, JR.**, who acknowledged himself to be the Chairman of the **PROSPECT WATER POLLUTION CONTROL AUTHORITY**, a municipal agency, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of the agency.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

