

## **SECTION 2 POLICIES FOR SEWER CONSTRUCTION PROJECTS**

---

### **2.1 TYPES OF SANITARY SEWER CONSTRUCTION PROJECTS**

The following is a guide to assist in the application and permit process for the various types of sanitary sewer construction projects. The following shall be used as a guide only, and the WPCA has the sole authority in determining the category for a proposed project, as well as the permitting and submission requirements associated therewith:

#### **2.1.1 New Sewer Service Lateral Connection to an Existing Lateral Stub (3 EDUs or Less)**

1. This type of project involves the connection of a new building sewer, or sewer service lateral, to an existing lateral stub.
2. To qualify for this type of project, all construction work shall occur on private property.
3. There are no capacity or plan review requirements for a new sewer service lateral connection to existing lateral stubs for a single-family home, or for a connection less than or equal to 1.0 EDU.
4. For new sewer service lateral connections to existing lateral stubs of greater than 1.0 but less than 3.0 EDUs, the following requirements apply:
  - A “Capacity Review Application” must be submitted for review by the WPCA or designee;
  - If capacity exists within the sewer system, a “Plan Review Application” and supporting materials must be submitted and approved.
  - Prior to starting construction, the Applicant must enter into a Sanitary Sewer Lateral Construction Agreement (SSLCA) with the WPCA.

#### **2.1.2 New Sewer Service Connection to an Existing Sewer Main (3 EDUs or Less)**

1. This type of project applies to sewer service laterals that are proposed to be connected to the mainline sewer pipe by installing a pipe across Town property or right-of-way, for one of the two following reasons:
  - The existing sewer service lateral is not sufficiently sized, or is of poor condition (The WPCA shall have the sole authority to make this determinations.).
  - An existing sewer service lateral stub for the proposed property does not exist.

2. A “Plan Review Application” must be submitted to the WPCA for review and approval for this type of projects.
3. There are no capacity review requirements for new sewer service lateral connections to existing sewer mains for single-family homes, or connections less than or equal to 1.0 EDU.
4. For new sewer service lateral connections to existing sewer mains of greater than 1.0 but less than 3.0 EDUs, a capacity review application must be submitted for review by the WPCA or designee.
5. Prior to starting construction, the Applicant must enter into a Sanitary Sewer Lateral Construction Agreement (SSLCA) with the WPCA.
6. For any project of greater than 1.0 but less than 3.0 EDUs that involves a new sewer service lateral connection to an existing sewer main, sewer capacity can be reserved at the time when the Sanitary Sewer Lateral Construction Agreement is executed in the manner described later in these Regulations.

### **2.1.3 Sewer Service Connection or Mainline Sewer Extension With More than 3 EDUs or a Project Where Sewers Will Be Turned Over to the Town**

For any project that involves more than 3 EDUs to be connected to the Town’s sanitary sewer collection system, or includes a proposed sewer main to be turned over to the Town, the following shall apply:

- A “Capacity Review Application” must be submitted for review by the WPCA or designee;
- If capacity exists within the sewer system, a “Plan Review Application” must be submitted for review and approval.
- Prior to starting construction, the Applicant must enter into a Sanitary Sewer Construction Agreement (SSCA) with the WPCA.

Detailed procedures and policies for each type of project are described in the following sections.

## **2.2 SEWER SERVICES**

This section applies to all new sewer services to be connected to existing or new sewers.

### **2.2.1 General**

1. New, separate, independent, and dedicated building sewers are required for each building and lot to be sewerred.
2. For new sewers, at the time of initial construction, a sewer lateral shall be installed extending from the main line to the property line associated with each existing or proposed building and lot adjacent to or abutting the main line.
3. Whenever feasible, the building sewer shall be brought to the building at an elevation to allow the basement floor to be served by gravity. Sewage from building drains too low to be served by gravity shall be lifted by a means approved by the WPCA and discharged to the building sewer at the owner(s) expense.
4. A connection to the public sewer will be made only after the building plumbing has been inspected and approved by the Town Building Inspector.

### **2.2.2 New Sewer Service Lateral Connection to an Existing Lateral Stub**

1. The application process begins when the Applicant notifies WPCA staff in writing of the Applicant's intent to connect to an existing sanitary sewer.
2. WPCA staff will confirm whether an existing sewer main exists in proximity to the parcel where sewer service is desired. If an existing sewer main and an available sewer service stub exist at the proposed location, the Applicant may complete an "Individual Building Sewer Connection Application" and submit the application to the WPCA along with a plan of the proposed sewer service location. If a service stub is not available or a sewer main is not accessible to the property, a different application process must be followed.
3. The application fee shall be paid by the owner at the time when the "Individual Building Sewer Connection Application" is filed.
4. After the Applicant is in receipt of WPCA approval for the "Individual Building Sewer Connection Application", and prior to commencing construction activities, the Applicant must notify the "Call-Before-You-Dig" call center to have all utilities in the vicinity of the proposed work area marked. Sufficient time, as required by law, must be set aside in advance of construction activities, for the various utility departments to clear site utilities. Not all private property utilities will be marked by the "Call-Before-You-Dig" agency. In these cases, the Applicant is responsible for directly contacting the appropriate utility companies and having all known utilities marked.

5. All building sewers or private sewers shall be installed by a properly licensed drain layer.
6. At least 48 hours in advance of construction activities, the sewer installer contracted by the Applicant shall provide an updated sketch, as appropriate, to WPCA staff along with proposed details and materials of construction for the proposed sewer service. WPCA staff shall be provided with at least 48 hours notice in advance of any sewer service construction activities.
7. For the existing service stubs, the sewer installer shall excavate the proposed sewer service trench, place the stone pipe bedding, and locate the end of the existing lateral stub and cap. The sewer service trench shall remain open until the WPCA staff inspects and approved the installation of the new service. The cap at the end of the existing sewer service stub shall not be removed until a WPCA staff member is on-site to witness the work.
8. Once the new sanitary sewer service line has been backfilled, tested, and approved by WPCF, the existing septic system shall be abandoned by the Applicant, subject to inspection and confirmation by WPCA staff.

### **2.2.3 New Sewer Service Connection to an Existing Sewer Main**

1. Existing sewer service laterals may be used for new buildings only when approved by the WPCA. In these cases, existing services shall be located by the Applicant, examined by the WPCA staff, and tested by the Applicant's Contractor to insure compliance with all the requirements associated with the WPCA Standards and Regulations. Services that do not comply with WPCA Standards and Regulations shall not be reused.
2. A "Capacity Review Application" must first be completed by the Applicant. Upon receipt of both the completed "Capacity Review Application" and application fee by WPCA staff, the application will be formally accepted at the next scheduled WPCA meeting.
3. The WPCA will then assess whether or not capacity exists within the existing collection system for the proposed development. In order to conduct this review, the Applicant must provide a detailed estimate of sewer flow projections, as well as the proposed method (gravity/low pressure/force main) of discharging sewage flow to the existing collection system.
4. Based on the foregoing review, the Capacity Review Application will be: (1) approved; (2) approved with conditions; or (3) rejected by the WPCA.
5. As part of the capacity review, capacity is not approved for any uses other than those specifically submitted in the "Capacity Review Application". Capacity

approval by the WPCA does not guarantee that capacity will be permanently available or provided for the proposed development.

6. The Applicant must submit a “Plan Review Application”, application fee, associated plans and supporting documentation to the WPCA, at the same time as or prior to submission of any applications for approval(s) from the Town of Canton Planning & Zoning Commissions. The WPCA will endeavor to conduct its plan review simultaneous with review by these Commissions. In the event that the applicant proposes to make significant modifications to a previously reviewed set of plans, the WPCA at its discretion may chose to require the applicant to submit a new “Plan Review Application” and pay a new application fee.
7. Once the completed “Plan Review Application” and application fee are received by the WPCA staff, the proposed design plans and specifications will be formally accepted by the WPCA at its next scheduled meeting.
8. Thereafter, the WPCA or designee will review the plans and specifications to ensure that they meet all WCPA standards for their intended uses.
9. Once all requested edits have been made by the Applicant and approved by the WPCA, four (4) copies of the final approved and stamped (red ink) plans and specifications must be provided by the Applicant for use by the Town and WPCA. The Applicant’s Contractor must always use a set of plans with the approval stamps (red ink) in the field.
10. The Applicant must next enter into a “Sanitary Sewer Lateral Construction Agreement” (SSLCA) with the WPCA. No construction work shall commence until the SSLCA has been executed by both parties.
11. After the connection to the sanitary sewer is complete and inspected, the existing septic system shall be abandoned by the Applicant, subject to inspection and confirmation by WPCA staff.

### **2.3 MAINLINE SEWER EXTENSIONS**

1. For sewer service connections with more than 3 EDUs, or for a project where sewers will be turned over to the Town after construction, the procedures of this section shall be followed.
2. A “Capacity Review Application” must be completed by the Applicant. Upon receipt of both the completed “Capacity Review Application” and application fee, the application will be formally accepted at the next scheduled WPCA meeting.
3. The WPCA or designee will then assess whether or not capacity exists within the existing collection system for the proposed development. In order to conduct this

evaluation, the Applicant must provide a detailed estimate of sewer flow projections, as well as the intended method (gravity/low pressure/force main) of discharging sewage flow to the existing collection system.

4. Based on the foregoing review, the Capacity Review Application will be: (1) approved; (2) approved with conditions; or (3) rejected by the WPCA.
5. As part of the capacity review, capacity is not approved for any other uses other than those specifically submitted in the “Capacity Review Application”. Capacity approval by the WPCA does not guarantee that capacity will be permanently available or provided for the proposed development.
6. The Applicant must submit a “Plan Review Application”, application fee, associated plans and supporting documentation to the WPCA, at the same time as or prior to submission of any applications for approval(s) from the Town of Canton Planning & Zoning Commissions. The WPCA will endeavor to conduct its plan review simultaneous with review by these Commissions. In the event that the applicant proposes to make significant modifications to a previously reviewed set of plans, the WPCA at its discretion may chose to require the applicant to submit a new “Plan Review Application” and pay a new application fee.
7. Once the completed “Plan Review Application” and application fee are received by the WPCA staff, the proposed design plans and specifications will be formally accepted by the WPCA at its next scheduled meeting.
8. Thereafter, the WPCA, WPCA staff or its Technical Consultant will review the plans and specifications to confirm compliance with Town and WCPA standards for their intended uses.
9. Once all requested edits have been made by the Applicant and approved by the WPCA, four (4) copies of the final approved and stamped (red ink) plans and specifications must be provided by the Applicant for use by the Town and WPCA. The Applicant’s Contractor must always use a set of plans with the approval stamps (red ink) in the field.
10. The Applicant must then enter into a “Sanitary Sewer Construction Agreement” (SSCA) with the WPCA. No construction work shall commence until the SSCA has been executed by both parties.

## **2.4 CONSTRUCTION AGREEMENTS**

### **2.4.1 General**

As outlined in these Regulations, most sewer construction projects require the execution of a Sanitary Sewer Construction Agreement (SSCA) or Sanitary Sewer Lateral Construction Agreement (SSLCA) between the Applicant/Owner and the WPCA, prior to the commencement of any construction activities. This Section outlines the SSCA and SSLCA requirements.

### **2.4.2 Requirements of SSCAs and SSLCAs**

An SSCA or SSLCA (Agreement) is made by and between the proponent of a sewer extension or connection (Developer) and the Town of Canton acting through its Water Pollution Control Authority (WPCA).

#### **2.4.2.1 Purpose**

The SSCA and SSLCA are intended to specify the terms, conditions, duties and obligations of the Applicant/Owner and the WPCA with regard to the design, construction, maintenance, and acceptance of sanitary sewers or sewer service laterals, as applicable, into the Town of Canton's sanitary sewer system.

#### **2.4.2.2 Technical Specifications**

1. The design and construction of sanitary sewer mains and service laterals shall comply with the following WPCA documents:
  - Standard Details for the Construction of Sanitary Sewers and Appurtenances, latest revision;
  - Standard Specifications for the Construction of Sanitary Sewers and Appurtenances, latest revision;
  - Design Standards for the Construction of Sanitary Sewers and Appurtenances, latest revision;
  - These Sewer Regulations.

#### **2.4.2.3 Sanitary Sewer Plans and Specifications**

1. The construction of all proposed sewer improvements shall comply with the plans and specifications approved by the WPCA.

2. Construction of the sanitary sewers shall not begin until plans for the improvements have been submitted to, reviewed, and approved in writing by the WPCA or designee. All plan changes required by the WPCA shall be incorporated into the final plans issued by the Applicant for construction (the “Approved Plans”). The plans used for construction shall include an original approval stamp by the WPCA. The Applicant and its agents shall, at all times, maintain a set of approved plans and specifications with an original “Approved for Construction” stamp in red ink on each sheet pertaining to sewer construction. The WPCA may rely upon its Technical Consultant for assistance in the review process. The Applicant shall be responsible for all costs incurred by the WPCA in the review, approval, and construction monitoring process, including fees charged by the WPCA and its agents, including its Technical Consultant.
3. The WPCA shall have the authority to vary the requirements of these Regulations with respect to the connection of the building sewer to the public sewer when, in its judgment, enforcement of such requirements would result in an undue burden or unnecessary hardship on an individual property owner or owners, provided, however, that the property owner makes an independent connection to the public sewer on some street other than the one on which his property abuts or makes a joint connection with one or more other property owners.

#### **2.4.2.4 Sanitary Sewer Plan Review**

1. To be placed on the agenda, applications must be received at least five business days prior to the next regular meeting of the WPCA. Applications must include all required supporting documents before an application will be processed.
2. The Applicant shall agree to: (1) accept and abide by all provisions of the Canton Sewer Regulations, and of all other pertinent ordinances, policies and regulations of the Town of Canton and its WPCA; (2) to maintain the building sewer at no expense to the Town; (3) to notify the Superintendent at least 48 hours prior to the building sewer lateral being ready for inspection and connection to the public sewer, and before any portion of the work is covered.
3. The user charge for a new connection will commence the day a Certificate of Occupancy is issued for new construction or the month the building sewer is connected to the sanitary sewer for existing structures. The user charge will be prorated during the first year based on the number of days of beneficial use during the first billing period (July 1 through June 30).

#### **2.4.2.5 Notice of Construction Activities**

1. The Developer shall provide the WPCA at least five (5) days written notice prior to initiating any construction activities that require inspection by the WPCA. Prior to



commencing initial sanitary sewer (lateral) construction activities, a preconstruction meeting shall be held between the Applicant and its Contractor, and the WPCA and its Technical Consultant (if applicable).

2. Individuals who use power or mechanized equipment for the purpose of disturbing the subsurface of the earth must provide advanced notice of at least two working days to the “Call Before You Dig” central clearing house prior to commencing proposed excavations (1-800-922-4455).

#### **2.4.2.6 Term of Agreement**

The Agreement shall be for a term of five (5) years from the effective date of the SSCA or SSLCA.

#### **2.4.2.7 Sanitary Sewer Status**

The sanitary sewers and laterals constructed under the terms of SSCA or SSLCA are “private” sanitary sewers until such time as they are fully accepted into the Town’s public sanitary sewer system by action of the WPCA. The property owner or Applicant shall be fully responsible for operation, maintenance, repair and upkeep of the sanitary sewers and laterals until such time as they are fully accepted by the WPCA.

#### **2.4.2.8 Sewer Service Connections**

Sewer service connections will not be allowed until all proposed mainline sewers and their service lateral stubs have been completed and conditionally accepted for use. The Town of Canton Building Department will not issue Certificates of Occupancy (C.O.) for any dwellings within a proposed development prior to WPCA certification of completion and conditional acceptance for use of all proposed sanitary sewers.

#### **2.4.2.9 Reviews, Construction Inspection, and All Other Necessary Technical Services**

The WPCA will provide for reviews, construction observation and technical and administrative services associated with the construction of the work. The costs incurred by the WPCA to provide these services shall be reimbursed by the Applicant. The WPCA will bill the Applicant on a monthly basis for the costs incurred. The Applicant shall reimburse the costs to the WPCA within 30 days of the date of the billing. Failure of the Applicant to reimburse the WPCA within 30 days of the date of the billing may result in an order by the WPCA to suspend the work until such time as the reimbursement is received by the WPCA.

#### **2.4.2.10 Security**

1. The Applicant shall provide the Town a security for the project in the form of cash or other surety approved by the WPCA, for the full value of the work (to be determined by the WPCA) to ensure proper and complete construction of the sanitary sewer improvements required in the SSCA or SSLCA. The minimum value of the security shall be \$5,000, regardless of the value of the work.
2. The form and type of the security shall be reviewed and approved by the Town's Attorney, Town's insurance agent, and the Canton Finance Officer – Treasurer. The Security shall guarantee construction and maintenance of the work until such time as it is accepted into the sanitary sewer system by the WPCA. The amount of security may be reviewed and adjusted as necessary to protect the interests of the Town at the discretion of the WPCA. Companies issuing surety bonds to the Town of Canton shall meet the following minimum criteria:
  - Be listed in the U.S. Department of the Treasury Circular 570;
  - Be a licensed and admitted surety covered by the Connecticut Insurance Guaranty Association;
  - Have a Secure Best's Rating of A or A- (Excellent) or better as published by A.M. Best Company.

#### **2.4.2.11 Insurance**

2. General Insurance Requirements
  - The insurance coverage shall contain a provision for thirty (30) days notice to the Town in the event of cancellation.
  - The Town and its agents shall be named as additional insurers on the insurance policies as described below.
  - All insurance certificates must be an "Accord Certificate of Liability Insurance" form.
  - Insurance companies issuing policies for this Agreement shall be licensed by the State of Connecticut.
2. Submittal Procedures
  - Insurance certificates shall be provided to WPCA staff for initial review a minimum of ten (10) days prior to execution of the SSCA or SSLCA.

- Insurance certificates received by the WPCA will be forwarded to the WPCA’s Technical Consultant for review. The WPCA’s Technical Consultant will review the insurance certificates to determine compliance with Town requirements. Once the certificates have been determined to comply with Town requirements, the WPCA’s Technical Consultant will forward the certificates to the Town Finance Officer with a recommendation that the Town accept the content and format of the certificates.
  - The Town will not enter into the SSCA or SSLCA until all insurance certificates have been reviewed and approved. The Town is not responsible for any delay in the commencement of construction activity related to the review and approval of insurance certificates.
3. There are three types of projects requiring insurance coverage for sewer-specific work to be performed for the Town of Canton WPCA. These include the following:
- Public – For work to occur on property that is public or may be turned over to the Town, or for which the Town would be granted an easement, upon the completion of construction activities.
  - Non-Public – For work to occur on private property that will not be turned over to the Town, nor for which the Town would be granted an easement, upon completion of construction. An example of this would be a lateral replacement on private property.
  - Design Projects – For design professionals that will not actually be working on any property. An example of this would be a firm designing a pump station or a sewer line.

Sample insurance certificates for the above categories are included in Appendix A.

4. “Public” Insurance coverage shall include the following:
- Workmen’s Compensation in the amounts required by law (minimum equivalent to statutory limits);
  - Automobile and Truck (any auto, hired autos, and non-owned autos) Liability: Combined Single Limit (each occurrence) = \$1,000,000;
  - Umbrella Insurance (per occurrence made for each occurrence) = \$1,000,000;
  - Pollution Insurance for Contractor only (per occurrence) = \$1,000,000;
  - Comprehensive Commercial General Liability insurance (per claim made for each occurrence) = \$1,000,000.

5. “Non-Public” Insurance coverage shall include the following:
  - Workmen’s Compensation in the amounts required by law (minimum equivalent to statutory limits);
  - Automobile and Truck (any auto, hired autos, and non-owned autos) Liability: Combined Single Limit (each occurrence) = \$1,000,000;
  - Umbrella Insurance (per occurrence made for each occurrence) = \$1,000,000;
  - Comprehensive Commercial General Liability insurance (per claim made for each occurrence) = \$1,000,000.
6. “Design Projects” Insurance coverage shall include the following:
  - Errors and Omissions Insurance for Design Professionals Only (per occurrence) = \$500,000.

**2.4.2.12 Taxes, Liens, Encumbrances and Title Insurance**

The Applicant shall pay all taxes, liens, and encumbrances against the property such that any conveyance to the Town is free and clear. The Applicant shall also provide a Title Insurance policy for any such conveyance, in an amount deemed necessary by the Town to assure that it can remedy any defect in title.

**2.4.2.13 Reservation of Sewage Capacity**

1. No reservation of sewage capacity is required for an individual (1 EDU) sewer connection.
2. An Applicant that has received conditional subdivision approval for residential dwelling units or conditional approval for a commercial project generating three (3) or more equivalent dwelling units (EDUs) may pay twenty-five percent (25%) of the current connection charge per EDU for any desired number of EDUs (up to the total number of EDUs approved by the Planning Commission or the Zoning Commission) as a reservation of sewage capacity. The reservation shall extend until the time of connection or the expiration of the Planning Commission or Zoning Commission approvals (including any extensions of such original approvals), whichever comes first. The reservation of sewage capacity (with Planning and Zoning approvals) may be transferred to successor property owners. Such payment for the total number of approved EDUs, regardless of phasing of construction of the development project, may be made at any time. The balance of the connection charge shall be paid at the time of connection based on the most current fee schedule set forth by the WPCA.

3. By signing an Agreement, the Applicant has acknowledged that sewage capacity may not be available unless the Applicant pays to reserve capacity.

#### **2.4.2.14 Connection Charge and Annual Use Fee**

1. The Applicant shall pay the Connection Charge (also known as Hookup Fee), Permit Fee and a pro-rated share of the Annual Use fee for each sewer connection prior to connecting to the Town's sewer system. The fee shall be paid prior to the inspection of the connection by WPCA staff and the issuance of a Building Permit by the Town of Canton Building Department.
2. The pro-rated share of the first-year Annual Use Fee for each EDU shall be paid after the issuance of a Certificate of Occupancy (C.O.) by the Canton Building Department. Such Annual Use Fee will be established by the WPCA at the time of the filing for the Certificate of Occupancy. The pro-rata share of the first-year Annual Use Charge will be calculated based on the portion of the annual billing period (i.e. July 1 to June 30) during which the connection benefits from the sewer system as determined by the projected date of Certificate of Occupancy.

#### **2.4.2.15 Town's Right of Entry**

During the term of the Agreement, the Town, its officers, employees, and agents shall have a right of entry upon the Applicant's property to observe construction, make measurements, and conduct tests to confirm compliance with this Agreement.

#### **2.4.2.16 Damage to Town Facilities**

1. The Applicant shall document by text, plans, photographs, video tape, or other means, the existing condition of Town facilities prior to the start of the construction. This documentation shall be provided to the WPCA in the form of a report a minimum of ten (10) days prior to the commencement of construction.
2. No person shall maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the Town's sewerage works.
3. Any person violating this provision shall be subject to immediate arrest by local law enforcement officials.
4. The Applicant shall replace or repair to the satisfaction of the Town any damage to Town facilities caused by its activities. In the event that Town facilities are damaged, and the damage is not repaired or replaced within ten (10) days following notice to the Applicant, the Town may make such repairs or replacements as it deems necessary and collect the expense of the same from the Security.

#### **2.4.2.17 Field Changes**

The Applicant must receive the written approval of the WPCA and/or its Technical Consultant prior to making any field changes.

#### **2.4.2.18 Easements, Rights and Permits**

1. The Applicant shall acquire and transfer to the Town temporary and permanent easements or rights to install operate and maintain the sanitary sewer as follows:
  - Prior to the start of construction, a temporary easement shall be conveyed to the Town of Canton granting access to all private lands as necessary to operate and maintain all portions of the proposed sanitary sewer system. This temporary easement will be terminated once the Applicant conveys properties or permanent easements to the Town of Canton as necessary to operate and maintain or replace all portions of the proposed sanitary sewer system.
  - Prior to final acceptance, a permanent easement shall be conveyed to the Town of Canton encompassing all portions of the sanitary sewer that are proposed to be constructed in private lands and conveyed to the Town. This permanent easement shall be thirty (30.00) feet wide and centered over the sanitary sewer. Such permit shall be obtained by the Applicant and be in favor of the Town of Canton
  - Easements and rights shall provide for entry, passage, access, maintenance, repair, operation, replacement, and enlargement of the sanitary sewer.
  - The form and language of the easement or right shall be reviewed and approved by the WPCA staff and the Town's Attorney prior to being placed upon the land records of the Town of Canton.

#### **2.4.2.19 Escrow Fund**

1. The Applicant shall provide to the Finance Officer – Treasurer of the Town, monies in an initial amount specified by the WPCA in the SSCA or SSLCA (but not less than \$5,000.00), which shall be placed in an escrow fund. The escrow fund shall be used to reimburse the WPCA for expenses such as, but not limited to, preliminary review, studies, administration, engineering, management, inspection, quality assurance testing, land surveying, Technical Consultant services, and legal fees incurred pursuant to an Agreement.
2. The Applicant shall provide additional monies to the escrow fund as may be required to maintain a minimum escrow fund balance of 50% of the initial deposit, but not lower than \$2,500 at any time.

3. Failure of the Applicant to maintain the minimum escrow fund balance shall result in the suspension of both the sanitary sewer construction process and approval of any further sewer construction. No Building Permits or Certificates of Occupancy will be issued by the Canton Building Department until such time as the minimum escrow balance is restored.
4. Upon expiration of the warranty period and full acceptance of improvements into the Town's sewer system, any unexpended monies shall be returned to the Applicant upon approval of the WPCA.

#### **2.4.2.20 Approval for Sanitary Sewer Lateral Connections**

The following procedure shall be followed to gain approval of the sanitary sewer lateral(s) to the Town's public sanitary sewer system:

1. The Work shall be completed in accordance with the terms and conditions contained in an Agreement.
2. At the request of the Applicant, the WPCA and/or its Technical Consultant will inspect and test the completed work and report in writing to WPCA staff whether the work has been constructed in accordance with the terms and conditions of the Agreement.
3. If all work is in compliance with these Regulations, other applicable WPCA standards, and the terms of any Agreement, WPCA staff will issue written authorization to activate the sanitary sewer lateral(s).

#### **2.4.2.21 Acceptance of the Sanitary Sewers**

The following procedure shall be followed to accept the sanitary sewer into the Town's sanitary sewer system:

1. The work authorized by SSCA or SSLCA shall be completed in accordance with the terms and conditions of the Agreement.
2. At the request of the Applicant, the WPCA's Technical Consultant will inspect and test the completed work and report in writing to the WPCA whether the work has been constructed in accordance with the terms and conditions of the Agreement.
3. Upon written recommendation of the WPCA's Technical Consultant that the work has been properly completed, the WPCA, by a majority vote at a regular meeting, may conditionally accept for use the completed work.

4. The date on which the WPCA conditionally accepts for use the work or any portion thereof into the system shall commence the start of the one (1) year maintenance period. The Applicant shall warranty the work for the maintenance period.
5. The Applicant shall provide a maintenance bond for the project in the form required by the Town's Finance Officer – Treasurer, in the amount of 20 percent of the estimated cost of the work as determined by the WPCA for a minimum of a one (1) year period after completion of the work to ensure correction of any defects that may be found in the work. The value of the proposed public sanitary sewer facilities within the scope of the SSCA or SSLCA shall be determined by the WPCA. This amount may be reevaluated at the time of completion of the Work at the discretion of the WPCA.
6. Upon completion of the one-year maintenance period and at the request of the Applicant, the WPCA's Technical Consultant will inspect and/or test the completed work and report in writing to the WPCA whether any defects have been found and whether the work is recommended to be accepted. If any defects are identified in the work, the Applicant shall correct any defects in the work at no expense to the WPCA.
7. The Applicant shall provide easements, as-built plans, construction field books, and other such information to the WPCA prior to acceptance of the facilities. Easements and as-builts shall be provided in both paper and AutoCAD format (most recent version).
8. The WPCA, by majority vote at a regular meeting, may accept the work into the sanitary sewer system based upon the recommendation of the WPCA's Technical Consultant after the one (1) year maintenance period.
9. After certification by the WPCA that any sewer constructed under the terms of these Regulations has been completed in accordance with the plans, specifications and Standards of the WPCA; and that any maintenance period fixed in the agreement has expired; or that adequate security by bond or otherwise has been furnished to assure such restoration, the WPCA may incorporate said sewer into the sewer system of the Town.
10. The Developer is required, whenever the work is not in a duly accepted public highway, to convey adequate rights-of-way to the Town prior to the acceptance of the sewer; the terms of conveyance being subject to the approval of the Town's attorney.
11. Upon completion of the work and prior to acceptance of the sewer lines by the WPCA, the developer or owner shall furnish the WPCA with "As-Built" maps showing utility locations, building service and lateral connections with distance ties certified as-built by a Professional Engineer registered in the State of Connecticut.



#### **2.4.2.22 Indemnity**

The Applicant shall indemnify and hold the Town, its officers, agents, consultants, and employees harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the property, including without limitation, the construction of the improvements, excepting such claims or damage as may be due to the gross negligence or willful misconduct of the Town, its officers, agents, consultants or employees. This indemnity shall survive the termination of any Agreement.

#### **2.4.2.23 Compliance with Laws**

The Applicant shall comply with all applicable laws, enactments, and regulations of any governmental authority relating to its possession and use of the property. “All applicable laws” includes, without limitation, any and all environmental laws, including any regulations, and written, final guidelines, standards, or policies of a governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or at any time hereafter be in effect.

#### **2.4.2.24 Hazardous Substances**

1. The Applicant shall not introduce or use any substance on the property in violation of any applicable federal, state or local law or regulation that identifies such substance as hazardous, toxic, or dangerous.
2. In the event of an uncontrolled release of any such substance on the property, the Applicant shall immediately notify the Town in addition to all appropriate regulatory authorities.

#### **2.4.2.25 Title Insurance**

Prior to the transfer of any property or rights thereto to the Town, the Applicant shall provide Title Insurance ensuring that title is free and clear of defects rendering the title unmarketable from an insurer acceptable to the Town’s Attorney.

#### **2.4.2.26 Environmental Site Investigation**

1. Prior to the transfer of any property or rights thereto to the Town, the Applicant shall conduct and provide to the Town for review and approval, as a minimum, a Phase I Preliminary Site Assessment (“Assessment”).
2. The Assessment shall be conducted in accordance with the ASTM E1527 – 05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process and the American Society of Civil Engineers Manuals and

Reports on Engineering Practice No. 83 Environmental Site Investigation Guidance Manual Copyright 1996.

3. The results of the Assessment may recommend, or the Town may at its sole discretion, require the Applicant to conduct additional investigations or remediation prior to transfer of property to the Town.

#### **2.4.2.27 Assignment**

Agreements shall not be sold, assigned, or transferred by the Applicant to any other party without the prior written consent of the Town, which shall not be unreasonably withheld, delayed, or conditioned.

#### **2.4.2.28 Governing Law**

All Agreements and the performance thereof shall be governed, interpreted, construed, and regulated by the laws and customs of the State of Connecticut. Any action brought under this Agreement shall be to Superior Court, with the venue in the Hartford Judicial District in Hartford.

#### **2.4.2.29 Mediation of Disagreements**

1. In the event of a dispute that cannot be resolved within sixty (60) days between the parties of this Agreement and prior to the filing of a complaint with the Superior Court, the parties shall utilize the services of the American Arbitration Association to attempt to mediate the dispute. The cost of such mediation shall be shared equally by the parties to this Agreement.
2. Failing mediation of the dispute utilizing the services of the American Arbitration Association, the parties agree to make a best effort to resolve the dispute through the use of the Superior Court's Dispute Resolution process prior to trial.

#### **2.4.2.30 Severability and Survival**

1. Any provision of an Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between the Town and the Applicant shall survive the termination of the Agreement.
2. Permits to connect to the public sewer may be revoked and annulled by the Superintendent for such cause and at such times as he or she may deem sufficient and the Town shall be held harmless as a consequence of said revocation or the

cause thereof. All other parties in interest shall be held to have waived the right to claim damages from the Town or its Agents on account of said revocation.

**2.4.2.31 Filing on the Land Records**

Agreements shall be filed on the Land Records of the Town of Canton upon execution by the parties to the Agreement.

**2.4.2.32 Agreement Amendments**

Agreements may be amended by the written consent of both parties.

**2.4.2.33 Notices**

All notices concerning Agreements shall be in writing sent by certified mail return receipt requested addressed as follows: