

**INTERMUNICIPAL AGREEMENT BETWEEN
TOWN OF AYER AND TOWN OF LITTLETON
FOR THE PROVISION OF MUNICIPAL SEWER**

This Agreement made and entered into this ____ day of _____, 2024, pursuant to the provisions of G.L. c. 40, §4A, by and between the **Town of Ayer**, a municipal corporation within Middlesex County, Commonwealth of Massachusetts, acting through its Select Board, (hereinafter “**Ayer**”), and the **Town of Littleton**, a municipal corporation within Middlesex County, Commonwealth of Massachusetts, acting through its Select Board (hereinafter “**Littleton**”).

WHEREAS, **Ayer** owns and operates a municipal sewer system (“sewer system”); and

WHEREAS, **Ayer** has received a request from the owners (collectively, the “Owner”) of certain properties located within **Littleton** to connect the properties to **Ayer**’s sewer system, such property being known as **254-260 Ayer Road**, and being Littleton Assessor’s Map U45-7-0, Map U45-7-B and Map U45-8-A (collectively, the “Property”); and

WHEREAS, **Ayer** is willing to permit the connection of the Property to its sewer system pursuant to the terms and conditions set forth in this Agreement and the Municipal Sewer Agreement entered into between **Ayer** and the Owner; and

WHEREAS, the provisions of G.L. c. 40, § 4A, as amended, allow municipalities to contract for the joint exercise of their corporate powers for a term of up to twenty-five (25) years and sets forth requirements for and parameters of such intermunicipal agreements; and

WHEREAS, **Ayer** and **Littleton** have each have obtained authorization to enter into this Agreement pursuant to G.L. c. 40, §4A, by vote of their respective Select Boards.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. **Ayer** agrees to permit the sewer connection to serve the Property. This Agreement shall not apply to any other property, and no other **Littleton** property shall tie into the sewer system without a written agreement between the parties and a written amendment to this Agreement.

2. **Ayer** and **Littleton** shall bear no responsibility for the costs associated with the design, construction, or maintenance of the connection of the Property to **Ayer**'s sewer system. All costs associated with the sewer connection contemplated by this Agreement shall be borne and paid by the Owner, its successors and assigns, as set forth in a Municipal Sewer Agreement between **Ayer** and the Owner.

3. The installation and connection of the Property and all required infrastructure related thereto, shall fully comply with all applicable federal, state and local laws, rules and regulations applicable to municipal sewer service. **Ayer** shall have the right to review and approve all specifications and plans prepared for said sewer system connection prior to the commencement of any construction, with approval thereof subject to the standard permitting process undertaken by **Ayer** with respect to connection to its sewer system. **Ayer** shall be permitted at its discretion to inspect such installation prior to any backfilling and completion of the connection construction. Upon completion of construction, the Owner shall provide **Ayer** and **Littleton** with an as-built plan of the connection to **Ayer**'s municipal sewer system as a condition precedent to said connection.

4. **Ayer** may use all lawful means to ensure that the Owner pays all fees and expenses relative to the acquisition of all necessary permits and approvals required by federal, state and local law, for the excavation, construction and connection to the municipal sewer system, and that the Owner shall undertake all actions in relation thereto in compliance with this Agreement.

5. Subject to the terms and conditions of this Agreement and of all applicable local, state, and federal law, **Ayer** will provide municipal sewer service to the Property in **Littleton**, in consideration of the Owner's payment of all applicable sewer connection and user fees. The Owner shall be responsible for the maintenance of that portion of the sewer system connection as defined in Exhibit A, within **Littleton**'s jurisdictional boundaries. Neither **Ayer** nor **Littleton** shall be responsible for the maintenance of the sewer connection to the **Ayer** sewer system. The cost of all maintenance and repairs to the sewer connection and related infrastructure shall be borne by the Owner.

6. This Agreement shall be effective as of the date of final approval by **Ayer** of the connection of the Property to the **Ayer** sewer system (the "Effective Date").

7. User Fee and Billing. All connection and user fees, charges, and expenses incurred in relation to the Property's connection to **Ayer's** sewer system shall be borne exclusively by the Owner or its successors and assigns. Neither **Ayer** nor **Littleton** will incur any debt or obligation, financial or otherwise, for payment of any connection fees, user fees, sewer rates, costs, expenses or any other charges or assessments that may be incurred or imposed in relation to the Property's connection to **Ayer's** sewer system. **Ayer** shall bill or invoice the Owner, its successors and assigns, for all municipal sewer service contemplated under this Agreement. To calculate the flow and associated charges, **Ayer** shall ensure that the Owner installs a water meter and mobile transmission unit (MTU) acceptable to **Ayer**. **Littleton** acknowledges and consents to **Ayer's** right and ability to pursue all lawful means to collect any and all unpaid fees, charges, or rates issued in relation to the Property's connection to **Ayer's** sewer system. **Littleton** shall not unreasonably interfere with **Ayer's** collection efforts or the exercise of any rights and remedies contained herein. Usage recorded on said water meter shall be used to determine sewer charges, consistent with the sewer service rate charged by **Ayer** to out-of-town customers. **Littleton** shall reasonably assist in all lawful means with **Ayer's** collection efforts or exercise of any and all rights and remedies contained in the Municipal Sewer Agreement.

8. Term of Agreement. The term of this Agreement shall be for a period of twenty-five (25) years from the Effective Date hereof.

9. This Agreement is subject to the applicable laws, rules, regulations, decisions, orders, or directives of any agency of the state and federal government with jurisdiction over the parties or subject matter of this Agreement. Any and all conditions, rules, regulations, orders or other requirements heretofore or hereafter placed upon **Ayer** or **Littleton** by the EPA or by the Department of Environmental Protection or any other agency, division, office or department of the United States or the Commonwealth of Massachusetts or by any court of competent jurisdiction and by any other applicable federal, state or county agency, shall be construed to become part of this Agreement and the parties, together with Owner, shall be bound thereby.

10. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and **Ayer** and **Littleton** submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

11. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties. To the extent this Agreement and the Municipal Sewer Agreement conflict, this Agreement shall control.

12. Recordkeeping. **Ayer** and **Littleton** shall keep a written record of all activities performed under this Agreement, and shall at all times keep full and accurate financial records which shall be open at appropriate times to inspection by the parties and by auditors so designated and by the Commonwealth. Such records shall include accurate records of services performed, costs incurred, and payments made and received.

13. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, and all other parts of this Agreement shall remain in force and affect.

14. This Agreement shall survive all subsequent transfers of title of the Property or any portion thereof. This Agreement may be recorded in the Middlesex South District Registry of Deeds. Failure to record shall not affect the validity of this Agreement.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals upon this Agreement on the date and year first written above.

TOWN OF AYER
By its Select Board

Jannice L. Livingston

Shaun C. Copeland

Christopher Tavares

TOWN OF LITTLETON
By its Select Board

Gary C. Wilson

Charles Decoste

Mark Rambacher

Matthew Nordhaus

Karen Lee Morrison

Commonwealth of Massachusetts

Middlesex, ss

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, Member of the Ayer Select Board, and proved to me through satisfactory evidence of identification, which was [] driver's license or [] personally known to me, to be the person whose name is signed to this document and acknowledged to me that he/she/they signed it voluntarily as the free act and deed of the Town of Ayer.

Notary Public
My Commission Expires:

Commonwealth of Massachusetts

Middlesex, ss

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____, Member of the Littleton Select Board, and proved to me through satisfactory evidence of identification, which was [] driver's license or [] personally known to me, to be the person whose name is signed to this document and acknowledged to me that he/she/they signed it voluntarily as the free act and deed of the Town of Littleton.

Notary Public

My Commission Expires:

Exhibit A