



TOWN OF AVON

60 West Main St. Avon, CT 06001-3743

www.avonct.gov

**POLICE, FIRE & MEDICAL
EMERGENCY** - 911

TOWN MANAGER'S OFFICE Tel.
(860) 409-4300
Fax (860) 409-4368

ASST. TO THE TOWN MANAGER
Tel. (860) 409-4377
Fax (860) 409-4368

ACCOUNTING
Tel. (860) 409-4339
Fax (860) 409-4366

ASSESSOR'S OFFICE
Tel. (860) 409-4335
Fax (860) 409-4366

BUILDING DEPARTMENT
Tel. (860) 409-4316
Fax (860) 409-4364

COLLECTOR OF REVENUE
Tel. (860) 409-4306
Fax (860) 677-8428

ENGINEERING DEPARTMENT
Tel. (860) 409-4322
Fax (860) 409-4364

FINANCE DEPARTMENT
Tel. (860) 409-4339
Fax (860) 409-4366

FIRE MARSHAL
Tel. (860) 409-4319
Fax (860) 409-4364

HUMAN RESOURCES
Tel. (860) 409-4303
Fax (860) 409-4368

LANDFILL
281 Huckleberry Hill Rd.
Tel. (860) 673-3677

PLANNING & ZONING
Tel. (860) 409-4328
Fax (860) 409-4364

POLICE DEPARTMENT
Tel. (860) 409-4200
Fax (860) 409-4206

PROBATE
Tel. (860) 409-4348
Fax (860) 409-4368

PUBLIC LIBRARY
281 Country Club Road
Tel. (860) 673-9712
Fax (860) 675-6364

PUBLIC WORKS
11 Arch Road
Tel. (860) 673-6151
Fax (860) 673-0338

RECREATION AND PARKS
Tel. (860) 409-4332
Fax (860) 409-4366
Cancellation (860) 409-4365

REGISTRAR OF VOTERS
Tel. (860) 409-4350
Fax (860) 409-4368

SOCIAL SERVICES
Tel. (860) 409-4346
Fax (860) 409-4366

TOWN CLERK
Tel. (860) 409-4310
Fax (860) 677-8428

TDD-HEARING IMPAIRED
Tel. (860) 409-4361

ENCROACHMENT IN THE RIGHT-OF-WAY AGREEMENT

This agreement, dated this _____ day of _____, 20____, by and between the Town of Avon (the "Town"), a municipal corporation, in the County of Hartford, State of Connecticut, acting herein by its Town Engineer, and _____ ("Developer/Owner"), of _____, County of _____, State of _____.

Be it known that the above Developer/Owner has performed construction which includes the installation of trees, shrubs, or other vegetation (excluding grass below six (6) inches in height); structures; and/or utilities within the Town's property, located at or adjacent to property Developer/Owner owns at _____, Avon, Connecticut, ("Developer/Owner's Property") such installation more particularly described below:

ENTER A DESCRIPTION OF THE ENCROACHMENT HERE. (referred to herein as the "Encroachment")

Whereas Developer/Owner has installed the Encroachment, and whereas, with this agreement, Developer/Owner, their heirs and assigns, hereby agree to assume full and complete responsibility, at Developer/Owner's cost, for (1) maintenance, repair, and removal of the Encroachment and (2) liability for any damages which may occur as a result of the installation, maintenance, and/or existence of the Encroachment;

Whereas Developer/Owner, including Developer/Owner's heirs and assigns, further agrees to begin to remove or modify, as may be requested by the Town, the Encroachment within 48 hours of receipt of a written notice for such removal or modification from the Town and to complete removal or modification within seven (7) days;

Whereas, notwithstanding the foregoing, if Developer/Owner fails to remove or modify the Encroachment as required by this Agreement, the Town shall have the right, at its sole discretion, to arrange for removal or modification of the Encroachment at Developer/Owner's cost. If the Developer/Owner fails to reimburse the Town for costs associated with the removal or modification of the Encroachment within seven (7) days of the Town's reasonable attempt to notify Developer/Owner of such costs, the Town may place a lien on the Developer/Owner's Property in an amount equal to the costs incurred by the Town for such removal or modification.

Now therefore, the Town does hereby absolve itself from any and all claims or damages resulting from the installation, maintenance, or existence of the Encroachment encountered by the Developer/Owner or their heirs or assigns or to any other person or property receiving damage from the Encroachment regardless of the cause. The Town also hereby absolves itself from any and all maintenance, repair, or removal obligations for the Encroachment.

Witness

Witness

BY: _____
Name: _____
Title: _____

STATE OF CONNECTICUT)
) ss. Avon
COUNTY OF HARTFORD)

On this the [] day of [] , 20[] , before me personally appeared known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public _____
My Commission Expires _____