

PERMIT-AGREEMENT

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This Permit-Agreement is made and entered into as of this ____day of____, 201_, by and between The Metropolitan District, a municipal corporation chartered by the State of Connecticut, acting herein by its Water Bureau, duly authorized under the provisions of Ordinances of The Metropolitan District Relating to Water Supply, Chapter W-4, as amended from time to time, hereinafter designated the **DISTRICT**, and owner(s) and/or any developer(s) of property to be served in whole or in part by the proposed water mains hereinafter described, and the heirs, executors, administrators, successors and assigns of said owner(s) and/or any developer(s) hereinafter collectively designated the **DEVELOPER** (the "Permit-Agreement").

This Permit-Agreement is entered into under authority of the Ordinances of The Metropolitan District and is subject to the following STIPULATIONS:

1. Permission is hereby granted to_____ DEVELOPER, to construct, under this Permit-Agreement, about____feet of_____water main _____, in accordance with plans approved by the DISTRICT'S Director of Engineering ("Director of Engineering"), which water main is to be incorporated into the public water system when accepted by the DISTRICT, provided that, prior to execution of this Permit-Agreement: satisfactory easements are conveyed to the DISTRICT, together with a Mylar copy of the referenced easement plan in a size acceptable for recording in the _____Town Land Records; payment of charges is made as delineated in Stipulation #2 hereof; the DEVELOPER's certificate of title to the land in question be presented to the DISTRICT, together with a copy of the subdivision map, which map is to be certified by the _____Town Clerk as being on file in the_____Town Land Records; and if multiple DEVELOPERS, then they first enter into a written agreement with each other to jointly build and pay for all costs of the water main and stating the method of sharing those costs with a copy of said agreement filed with the DISTRICT'S District Clerk ("District Clerk").

The water main and any appurtenances referred to above and hereinafter collectively designated the WATER MAIN are shown on the following plans titled and dated_____as noted below which plans are incorporated by reference herein and made a part of hereof as if fully set forth herein in their entirety:

2. The costs to the DEVELOPER to be paid to the DISTRICT include the following:
- a. The DEVELOPER shall reimburse the DISTRICT for all costs including allowances for overhead of staff including but not limited to: (i) the review of the project documents including construction plans, easements, preconstruction job conference materials, and insurance certificates, (ii) performance of inspection, supervisory engineering, measuring, testing, and collection of samples and (iii). all other costs or expenses incurred by the DISTRICT prior to the signing of this Permit-Agreement, and during the preconstruction period, the construction period and the maintenance period. The DEVELOPER shall, at the time of the execution of this Permit-Agreement, deposit with the DISTRICT a sum determined by the Director of Engineering to be sufficient to defray said DISTRICT costs. The DEVELOPER agrees that in case said deposit proves to be insufficient at any time during the progress of the work, further deposit shall be made by the DEVELOPER upon notification and demand by the District Clerk. These reimbursable costs are estimated at _____dollars (\$0.00).
 - b. The DEVELOPER shall pay at the time of execution of this Permit-Agreement \$_____ which sum is determined to be the frontage charge for connection into the DISTRICT's water distribution system and \$_____which sum is determined to be the charge for high pressure service (insert high pressure service charge only if applicable) for the parcels of land set forth on the above referenced plans, with other land identified on such plans to be subject to monetary charges in effect at the time of development or connection.
 - c. The DEVELOPER shall deposit with the DISTRICT at the time of execution of this Permit-Agreement a retainage amount no less than 5% of the estimated construction cost of the WATER MAIN project but may be more if deemed necessary by the District Clerk. The retainage may be used during the maintenance period by the DISTRICT.

solely for the purpose of calculating the 5% retainage, the cost of constructing the WATER MAIN has been estimated by the DEVELOPER, as accepted/modified by the DISTRICT, and determined to be:

_____dollars (\$ 0.00). Accordingly, such 5% retainage is_____. The DEVELOPER agrees that in case said retainage proves to be insufficient at any time during the progress of work, further retainage shall be made by the DEVELOPER upon notification and demand by the District Clerk.

- d. Upon acceptance of the WATER MAIN by the DISTRICT, any unexpended portion of said deposit and retainage shall be returned to the DEVELOPER, subject to the DEVELOPER'S entire indebtedness to DISTRICT being satisfied.

3. The WATER MAIN is to be completed within _____ months of the date hereof. The DEVELOPER shall provide prior written notice to the DISTRICT if the completion date is to be extended along with a revised completion date and approval thereof by the surety if any.
4. The DISTRICT agrees to permit the DEVELOPER, through a licensed drain layer employed by or on behalf of the DEVELOPER, to construct the WATER MAIN at the DEVELOPER'S own expense and, subject to the terms and conditions herein contained, to accept the WATER MAIN and incorporate the same into the DISTRICT'S public water distribution system. DEVELOPER shall require or cause to require all of its contractors, subcontractors and material men to abide by the terms and conditions of this Permit-Agreement, and to include the DISTRICT as a third party beneficiary in the contracts with such contractors, subcontractors and material men with the right (but not the obligation) to enforce such contracts in the event of a default there- under or by DEVELOPER hereunder.
5. The DEVELOPER shall have the WATER MAIN constructed complete in every detail within the time stipulated above and in a good and workmanlike manner in accordance with construction plans referred to on page one hereof and approved by the Director of Engineering, the standard specifications and practices as used by the DISTRICT, and the terms of an ordinance entitled "Ordinances of The Metropolitan District Related to Water Supply" revisions through January 1, 2019 and all amendments thereto, all without expense to the DISTRICT.
6. The DEVELOPER shall have the work done by personnel or contractors specifically experienced in laying ductile iron water pipe and appurtenances. Contractors employed by the DEVELOPER as well as any subcontractors or material men employed by such contractors to perform such work must have all applicable licenses and certificates required for such performance, and must be approved by the DISTRICT before any work is begun.
7. Connections to existing mains shall be made by the DISTRICT at the expense of the DEVELOPER.
8. The DEVELOPER agrees that all hydrants on the WATER MAIN vested to the DISTRICT shall be public hydrants.
9. The DEVELOPER agrees that:
 - a. where a pipe larger than that required for the current project is provided for future development of the general area (recognizing that the minimum pipe size for any water main is 8 inches), the DISTRICT will reimburse the DEVELOPER in accordance with the vote of the Water Bureau authorizing the installation of such larger pipe.
 - b. where a pipe larger than 8" in size is required for the development of an industrial, commercial, or planned development, the DEVELOPER will be required to install the larger pipe, at no cost to the DISTRICT.
10. The DEVELOPER shall furnish line and grade stakes set not more than 50 feet apart, marking the street line or easement and finished grade of the proposed street or easement. No pipe shall be laid until the street or easement has been brought to subgrade and line and grade stakes set. The DEVELOPER shall indicate by stakes the location and finished grade of all hydrants to be installed as part of this project. In the event that the grade or alignment of the street, curbs, or width of such street or easement shall be changed after the WATER MAIN and hydrants have been installed, the DEVELOPER shall re-lay the WATER MAIN and services including hydrants to the new grades or lines, at no expense to the DISTRICT.
11. The DEVELOPER shall at all times indemnify, defend and save harmless the DISTRICT, any municipality included therein, the State of Connecticut and their respective officers, officials, employees, agents and servants (collectively, the "Indemnitees"), on account of any and all losses or liabilities (statutory or otherwise) claims, demands, actions, causes of action, suits, litigation, judgements, costs, executions, interest, expenses, counsel fees and compensation arising out of injuries (including death) or damages sustained by, or alleged to have been sustained by any of the Indemnitees, or the DEVELOPER or any of its officers, directors, members, employees, agents, servants, contractors, subcontractors or material men, or anyone employed directly or indirectly by DEVELOPER or any of them, and from injuries (including death) or sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any other person or property, real or personal (including property of the DISTRICT), caused or alleged to have been caused in whole or in part by the acts, omissions or negligence of DEVELOPER or any of its officers, directors, members, employees, agents, servants, contractors, subcontractors or material men, or anyone employed directly or indirectly by DEVELOPER or any of them while engaged in the performance of any work covered by this Permit-Agreement and during any maintenance period specified herein or by any other governmental authority. The existence of insurance shall in no way limit the scope of this indemnification provision.
12. The DEVELOPER shall, in part, secure its obligations under this Permit-Agreement with the DISTRICT by maintaining or cause to be maintaining at the DEVELOPER'S own expense at least the following forms of insurance:
 - a. Owners' Protective Liability and Property Damage Insurance for and in the name of The DISTRICT and covering all claims against the DISTRICT arising out of this Permit-Agreement;
 - b. Commercial General Liability Insurance, including coverage for acts of sub-contractors, for all liability assumed under this Permit-Agreement and, where applicable, coverage for use of explosives, for collapse of buildings and damage to underground properties, and coverage required by any law or municipal ordinance or regulation;
 - c. Automobile Liability and Property Damage Insurance, including coverage for hired or borrowed cars;
 - d. Workers' Compensation and Employers' Liability Insurance, as required by Connecticut law;
 - e. Environmental and Pollution Liability Insurance; and
 - f. Umbrella Liability Insurance.

The minimum amounts of all such insurance shall be not less than those shown on the DISTRICT's Standard

Insurance Certificate, namely:

Owners' Protective Liability	For and in the name of the DISTRICT \$1,000,000 per occurrence and \$1,000,000 aggregate;
Commercial General Liability aggregate	Not less than \$2,000,000 each occurrence and \$2,000,000;
Automobile Liability	Not less than \$1,000,000 combined single limit;
Workers' Compensation	As required by Connecticut law and Employers' Liability Insurance not less than \$100,000 per occurrence, \$500,000 disease policy limit, and \$100,000 disease each employee;
Environmental and Pollution Liability	Not less than \$1,000,000 each occurrence; and
Umbrella Liability	Not less than \$5,000,000 each occurrence and \$5,000,000 aggregate in excess of Commercial General Liability, Automobile Liability and Employers' Liability Insurance.

The stipulation of minimum amounts or acceptance by the DISTRICT of certificates indicating the limits of coverage shall in no way limit the liability of the DEVELOPER to any such amounts or limits.

The Indemnitees shall be named as additional insureds on all insurance required above except Owners' Protective Liability and Property Damage Insurance and Workers' Compensation Insurance. Acceptable certificates of insurance on the DISTRICT'S standard form or similar standard industry form shall be submitted in duplicate by DEVELOPER to DISTRICT prior to the pre-construction job conference with DISTRICT staff. Work shall not be continued after expiration of any of the above forms of insurance until the same has been renewed. If the DISTRICT so requires, original policies or certified copies thereof shall be submitted in lieu of certificates.

13. If required by the DISTRICT, the DEVELOPER shall furnish to the DISTRICT prior to commencing any work hereunder a performance bond in favor of and acceptable to the DISTRICT, to insure completion and maintenance of the WATER MAIN, said bond being in amount not less than the estimated cost of the WATER MAIN as set forth in Stipulation #2 hereof.
14. Wherever the work will cross the DEVELOPER'S own land not in a duly-accepted public highway or private lands of others, the DEVELOPER shall prepare or obtain, and convey to the DISTRICT at the time of the execution of this Permit-Agreement satisfactory easements over such land and/or lands for any part of the WATER MAIN, as set forth in Stipulation #1 hereof, the terms and form of any such easements being subject to approval of the DISTRICT'S District Counsel.
15. The DEVELOPER shall fill and flush the WATER MAIN after completion of construction and shall disinfect the WATER MAIN in accordance with DISTRICT disinfection procedures.
16. The DEVELOPER shall make no connections to the WATER MAIN until such time as the WATER MAIN has passed all required tests, and water service connection permits have been applied for and received by the DEVELOPER.
17. The DEVELOPER shall maintain the WATER MAIN at its own expense for a period of one (1) year following completion of its construction, as determined by the DISTRICT, and shall repair any defect in the WATER MAIN noted during that period, and any damage to any public street, highway, grounds or structure known to have been caused during construction or during the one (1) year maintenance period, directly or indirectly by the construction, repair, maintenance or by any defect or failure of said WATER MAIN or the work therefor. The dates for the one (1) year maintenance period shall be as determined by the DISTRICT. The DEVELOPER shall maintain the roadways, curbs, walks, and other surfaces and appurtenances within the highway limits that have been disturbed or damaged by the construction or maintenance of the WATER MAIN for any additional period which may be required by other governmental authority having jurisdiction. If the DEVELOPER fails in any way to carry out its maintenance obligations, and if the DISTRICT incurs any expense as a result, the DISTRICT shall be reimbursed for said expense from the DEVELOPER'S retainage with the DISTRICT, or if the balance remaining in said retainage is insufficient, by additional direct payment from the DEVELOPER upon demand by the DISTRICT.
18. It is mutually agreed that the DISTRICT may at any time permit others other than the DEVELOPER to connect to and regularly use the WATER MAIN.
19. The DEVELOPER agrees that the obligations and privileges herein assumed by DEVELOPER and granted to DEVELOPER shall be obligations and privileges running with the land concerned with or served by the proposed WATER MAIN, and thereby imposed on or granted to the succeeding owners of said land as well.
20. It is understood and agreed that upon the completion of the work to the satisfaction of the DISTRICT as indicated through the DISTRICT'S issuance of a final Certificate of Completion for the WATER MAIN, all rights and title to, interests in, and ownership of the WATER MAIN shall automatically vest with the DISTRICT, at no expense to the DISTRICT. The WATER MAIN, once vested to the DISTRICT, shall thereafter be maintained by the DISTRICT; and upon such vesting, the DEVELOPER shall be relieved of the liabilities and obligations in Stipulation #17 hereof with respect to the WATER MAIN except that final acceptance of the roadways, curbs, walks, and other surfaces and appurtenances within the highway limits will be by, and as determined by, the governmental authority having jurisdiction and not by the DISTRICT.
21. DEVELOPER hereby assigns, and the undersigned contractor, hereinafter designated the CONTRACTOR, hereby undertakes and assumes, all of the obligations of the **DEVELOPER** contained in Stipulations 3, 5, 6, 10, 12, 13, 15, 16 and 17 of this Permit-Agreement, and the DISTRICT hereby consents to such assignment, undertaking and assumption. Notwithstanding such assignment, undertaking and assumption, the DEVELOPER and CONTRACTOR shall remain jointly and severally liable for all the obligations of DEVELOPER under such Stipulations. .
22. Neither DEVELOPER nor CONTRACTOR shall assign this Permit-Agreement in whole or in part without the

express prior written consent of the DISTRICT, which consent the DISTRICT may withhold in its sole and absolute discretion.

ADDITIONAL OR SPECIAL CLAUSES:

(Optional language for inclusion in agreements with DEVELOPERS where the water mains are constructed with added capacity beyond that necessary to serve the DEVELOPER'S project.)

The DEVELOPER agrees that upon the completion of the construction of the WATER MAIN it will submit an affidavit stating the total costs thereof including engineering, and an affidavit stating the amounts of money or any consideration paid the DEVELOPER by any other owner who may be served by the WATER MAIN.

(Optional language for inclusion in agreements with Developers where no easements are required because the Water Main will be installed in area to be accepted as a public street)

Add following to the end of Stipulation #17: If at the end of such maintenance period, the Town of _____has not accepted as public streets the areas of land identified on the above-reference plans as proposed public streets and in which the WATER MAIN or any part thereof is constructed and situated, such maintenance period and DEVELOPER'S obligation to maintain the WATER MAIN shall continue until the Town of _____accepts such areas as public streets.

Add following after the word "Completion" in second line of Stipulation #20: "and provided the Town of _____ has accepted as public streets those areas of the land identified on the above-referenced plans as proposed public streets and in which the WATER MAIN or any part thereof is constructed and situated"

Signed in the Presence of:

CONTRACTOR

Company:

By:

Title:

STATE OF CONNECTICUT

)

: SS.

COUNTY OF HARTFORD

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On this ____ day of ____, 2019, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a _____ corporation, and he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such corporation by himself/herself as such officer.

Signed and Sealed in the Presence of:

DEVELOPER

Company:

By:

Title:

STATE OF CONNECTICUT)
 : ss. _____
COUNTY OF HARTFORD)

On this ____ day of ____, 2019, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a _____ corporation and he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of such corporation by himself/herself as such officer.

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Notary Public
My Commission Expires _____
Commissioner of the Superior Court

Signed and Sealed in the Presence of:

THE DISTRICT
By its WATER BUREAU

By: _____
_____, District Clerk

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On this the ____ day of _____, 2019, before me, _____, the undersigned officer, personally appeared John S. Mirtle, who acknowledged himself to be the District Clerk of The DISTRICT, a specially chartered Connecticut municipal corporation, and that he, as such District Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such corporation by himself as such officer.

Notary Public
My Commission Expires _____
Commissioner of the Superior Court