

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 Bureau of Public Works, duly authorized under the provisions of Ordinances of The Metropolitan District Relating to Sewers, Chapter S-8, 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 sewers hereinafter described, and the heirs, executors, administrators, successors and assigns of said owner(s) and/or 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\_\_\_\_\_, to construct, under this Permit-Agreement, about\_\_\_\_\_ feet of\_\_\_\_\_ sanitary sewer

\_\_\_\_\_ in accordance with plans approved by the DISTRICT'S Director of Engineering ("Director of Engineering"), which sewer is to be incorporated into the public sewer 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 be 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; with the understanding that the amount of the deferred outlet charges payable when the house connection permits are issued shall be in accordance with the established schedule of charges in effect at that time; 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 sewer stating the method of sharing those costs with a copy of said agreement filed with the DISTRICT'S District Clerk ("District Clerk");

The sewers or drains and any appurtenances referred to above and hereinafter collectively designated the **SEWER** are shown on the following plans titled and dated\_\_\_\_\_ as noted below which plans are incorporated by reference herein and made a part hereof as if fully set forth herein in their entirety:

The SEWER shall be used to convey only sanitary sewage; all storm water, cooling water, subsoil drainage and objectionable industrial waste are excluded; all as described in the compilation of "Ordinances of The Metropolitan District in Hartford County, Connecticut, Revised through January 1, 2019," together with all subsequent revisions.

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) review of the project documents including but not limited to construction plans, easements, preconstruction job conference materials, insurance certificates, and CCTV pipe inspection videos ;(ii) the performance of inspection, supervisory engineering, measuring, and testing of the SEWER; and (iii) all other costs and expenses incurred by the DISTRICT prior to the signing of this Permit-Agreement, or 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 charge for outlet into the DISTRICT's sewerage system for the parcels of

land set forth on the above referenced plans , with other land identified on such to be subject to monetary charges in effect at the time of development or connection; or, in lieu of full payment of such determined outlet charges, the DEVELOPER may defer said charges until such time as house connection permits are issued, provided that, upon execution of this Permit-Agreement, a payment of \$\_\_\_\_\_be made computed on the basis of a flat charge of \$125.00 per lot or parcel of land to cover additional administrative and recording fees as provided for and with the understanding that the amount of the deferred outlet charges payable when the house connection permits are issued shall be in accordance with the deferred outlet charges in effect at the time of said issuance.

- 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 SEWER project but may be more if deemed necessary by such 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 SEWER 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 further agrees that in case said retainage proves to be insufficient at any time during the progress of the work, further retainage shall be made by the DEVELOPER upon notification and demand by the District Clerk.

- d. Upon acceptance of the SEWER 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 the DISTRICT being satisfied.

3. The **SEWER** is to be completed within\_\_\_\_\_months of the date hereof. The DEVELOPER agrees that it shall provide prior written notice to the DISTRICT if the completion date is to be extended along with the 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 SEWER at the DEVELOPER'S own expense and, subject to the terms and conditions herein contained, to accept the SEWER and incorporate the same into the DISTRICT'S public sewer 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 materialmen with the right (but not the obligation) to enforce such contracts in the event of a default thereunder or by DEVELOPER hereunder.
5. The DEVELOPER shall have the SEWER 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 the Ordinances of The Metropolitan District Relating to Sewers 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 sanitary sewers and appurtenances. Contractors employed by the DEVELOPER as well as any subcontractors or materialmen 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. 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 and liabilities (statutory or otherwise), claims, demands, actions, causes of action, 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 damages 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.
8. The DEVELOPER shall, in part, secure its obligations under this Permit-Agreement with the DISTRICT by maintaining or cause to be maintaining at 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 Metropolitan 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          | Not less than \$2,000,000 each occurrence and \$2,000,000 aggregate;                                                                                                           |
| 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 the 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.

9. If required by the DISTRICT, DEVELOPER shall furnish prior to commencing any work hereunder a performance bond in favor of and acceptable to the DISTRICT, to insure completion and maintenance of the SEWER, said bond being in amount not less than the estimated cost of the SEWER as set forth in STIPULATION #2 hereof.
10. Wherever the work will cross the DEVELOPER's own land not in a duly-accepted public highway or private land of others, 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 SEWER, 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.
11. 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 SEWER shall be laid until the street or easement has been brought to subgrade and line and grade stakes set. In the event that the grade or alignment of the street, curbs, or width of such street or easement shall be changed after the SEWER has been installed, the DEVELOPER agrees to relay the SEWER to the new grades or lines, at no expense to the DISTRICT.
12. The DEVELOPER shall conduct a CC TV inspection and a low-pressure test of the SEWER after completion of construction in accordance with DISTRICT procedures.
13. The DEVELOPER shall not make connections to the SEWER until such time as the SEWER has passed all required tests and SEWER connection permits have been applied for and received by the DEVELOPER.
14. The DEVELOPER shall maintain the SEWER at its own expense for a period of one (1) year following completion of its construction, as determined by the DISTRICT, and will repair any defect in the SEWER 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 SEWER 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 SEWER 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.
15. Following the one (1) year maintenance period, the DEVELOPER shall again conduct a CC TV inspection of the SEWER in accordance with DISTRICT procedures.
16. The DEVELOPER shall maintain and operate forever any portion of the sewers, house connections, sewage pumping stations, force mains or other sewer appurtenances which he is permitted to build in connection with the SEWER and which is not incorporated into the public sewer system when accepted by the DISTRICT.
17. It is mutually agreed that the DISTRICT may at any time permit others other than the DEVELOPER to connect to and regularly use the SEWER.
18. The DEVELOPER agrees that the obligations and privileges of the DEVELOPER hereunder shall be obligations and privileges running with the land concerned with or served by the proposed SEWER, and thereby imposed on or granted to the succeeding owners of said land as well.
19. Subject to the terms of this Permit-Agreement, the DISTRICT agrees that, by appropriate resolution of the DISTRICT, it will accept, acquire all rights and title to, interest in and ownership of, and incorporate into the public sewer system of the DISTRICT such part or parts of the SEWER built hereunder as are designated in the vote of

20. 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, 8, 9, 11, 12, 13, 14 and 15 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.

21. Neither DEVELOPER nor CONTRACTOR shall assign this Permit-Agreement in whole or in part without the prior written consent of the DISTRICT, which consent the DISTRICT may withhold in its sole and absolute discretion.

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

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

*Add following after the term "Permit-Agreement" in the first line of Stipulation #19: "and provided the Town of \_\_\_\_\_ has accepted as public streets the areas of the land identified on the above-referenced plans as proposed public streets and in which the SEWER or any part thereof is constructed and situated,"*

**CONTRACTOR**

)

: SS.

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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, as such\_\_\_\_\_being authorized so to do, executed the same for the purposes therein contained, by signing the name of such corporation by himself/herself as such officer..  
.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_  
Commissioner of the Superior Court

Signed and Sealed in the Presence of:

**THE METROPOLITAN DISTRICT**  
By its BUREAU OF PUBLIC WORKS

\_\_\_\_\_  
By: \_\_\_\_\_  
District Clerk  
\_\_\_\_\_

On this the\_\_\_\_\_ day of\_, 2019, before me,\_\_\_\_\_, the undersigned officer, personally appeared\_\_\_\_\_, who acknowledged himself to be the District Clerk of The Metropolitan District, a specially chartered Connecticut municipal corporation, and that she, 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