



Town of Cromwell

NATHANIEL WHITE BUILDING
41 WEST STREET
CROMWELL, CONNECTICUT 06416

CROMWELL WATER POLLUTION CONTROL AUTHORITY STANDARD AGREEMENT FOR CONSTRUCTION OF SEWER SYSTEMS BY DEVELOPERS

RESIDENTIAL DEVELOPER'S PERMIT - AGREEMENT

By and between the Town of Cromwell ("Town"), incorporated by the State of Connecticut, acting herein by its Cromwell Water Pollution Control Authority ("CWPCA"), duly authorized under the provisions of Article VI of the Code of the Town of Cromwell adopted 3-18-82 as amended 6-25-91, and

NAME

STREET ADDRESS

CITY, SC ZC

PHONE

PROJECT NAME

owner or owners of property to be serviced in whole or in part by the proposed Sewer System hereinafter described, and the heirs, executors, administrators, successors and assigns of said owner or owners("Developer").

This Permit-Agreement is entered into under authority of a vote of the CWPCA passed MONTH DAY, YEAR.

The sewers or drains and any and all appurtenances referred to herein and permitted hereby hereinafter designated ("Sewer System") shall be strictly limited to sewers or drains and appurtenances as shown on plans heretofore approved by the CWPCA, at their DATE meeting and incorporated herein by this reference and designated:

as prepared for
_____, by

The estimated cost to the Developer for construction of the Sewer System is \$___ and the estimated cost to the Town is \$ 0.

The Sewer System is to be completed within (?)Weeks of the beginning of Sewer System construction.

1. The Town agrees to permit the Developer, only through a licensed drain layer who has obtained the permit, posted the bond and otherwise complied with the requirements of the Cromwell Sewer Ordinances, to construct the Sewer System at the Developer's own expense, subject to the terms and conditions of the Cromwell Sewer Ordinances and herein contained.

2. The Developer agrees, in consideration thereof, that within the period herein above stipulated, it shall have the Sewer System constructed, complete in every detail and using good, proper and high quality workmanship and materials, in accordance with said plans and approved by the CWPCA (and/or such engineers as the CWPCA may employ), all construction to be under the direction and supervision of the CWPCA (and/or such engineers as it may employ) and in accordance with the standard specifications and practices as used by said Authority and with the terms of Chapter 193 of the Code of the Town of Cromwell as adopted and as amended 6-25-91, all without expense to the Town.

3. The Developer shall, at its sole expense, perform and prepare, and shall save the Town harmless from the costs of all necessary preliminary surveys, designs and plans, preliminary engineering, grade staking, construction, measuring, testing and all other expenses incurred prior to or during construction or during any maintenance period herein stipulated, including allowances for pension, insurance and similar costs or inspections and supervisory engineering, together with any and all other reasonable and necessary costs and expenses incurred by it during said periods.

4. The Developer agrees that, before commencing any work, it shall deposit with the Treasurer of the Town of Cromwell a sum determined by the CWPCA (or such engineers as it may employ) to be sufficient to defray the aforesaid costs of the Town, and that in case said deposit proves to be insufficient at any time during the progress of the work, it shall make a further deposit upon notification by the Authority. Upon acceptance of the Sewer System by the CWPCA, any unexpended portion of said deposit shall be returned to the Developer.

5. The Developer shall also at all times indemnify and save harmless the Town, the State of Connecticut and their respective officers, agents, employees and servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the town, the State of Connecticut, or the Developer, any contractors employed by the Developer or any subcontractor or material man, and from injuries (including death) sustained by or alleged to have been sustained by any member of 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 Town), caused in whole or in part by the acts or omissions of the Developer, any contractor employed by it or any subcontractor or material man or anyone directly or indirectly employed by any of them while engaged in the performance or any work specified herein or by any other governmental authority.

6. The Developer shall, in part, secure his obligations under this Permit-Agreement by maintaining at his own expense at least the following forms of insurance:

- (a) Owner's Protective Liability and Property Damage Insurance for and in the name of the Town of Cromwell and covering all claims against the Town arising out of the Permit-Agreement.
- (b) Public Liability and Property Damage Insurance, including coverage for acts of subcontractors for all liability assumed under the Permit-Agreement and, where applicable, coverage for use of explosives, for collapse of buildings and damage to underground properties, damage to wells or aquifers as well as costs for temporary and permanent water service if occasioned by such damage, 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 Employer's Liability Insurance, as provided by Connecticut Law and Custom.

The minimum amounts of all such insurance required hereby shall be:

ONE MILLION (1,000,000.00) DOLLARS EACH OCCURRENCE.

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

Acceptable certificates shall be submitted in duplicate before work is begun. Work shall not be continued after expiration of any of the above forms of insurance until the same has been renewed. If the Town so requires original policies or certified copies thereof shall be submitted in lieu of certificates.

7. The Developer shall furnish, before starting work, a 100% Performance and a 100% Payment Bond, in favor of the Town and acceptable to the CWPCA to ensure completion of the Sewer System in accordance herewith, said bond to be in an amount not less than the estimated cost of the Sewer System, \$ _____, as set forth within this agreement. The Performance and Payment Bonds shall remain in force at the Developer's expense until the work is accepted into the system by the CWPCA.

8. The Developer agrees that wherever the work crosses his own land not in a duly accepted public highway, he shall convey to the Town adequate rights-of-way prior to Town acceptance of the Sewer System; the terms of any and all rights-of-way and other necessary conveyances shall be subject to approval of the CWPCA. No construction shall commence until adequate rights-of-way have been provided for all portions of the project, which are not within a duly accepted public highway or on land owned of record by the Developer. The permanent rights-of-way shall be no less than twenty (20') feet in width.

9. The Developer shall complete the construction of the Sewer System within the time stipulated within this agreement, and no construction work shall be done thereafter, except that upon application by the Developer (with written approval of the Surety) such time limit may be extended by the CWPCA at its sole discretion.

10. At the time of acceptance of the work into the system, the CWPCA shall require a maintenance bond not less than 10% of the Performance Payment Bond, and Sewer Inspection Fees. The Developer shall maintain the Sewer System at his own expense for a period of two (2) years following completion of its construction and shall repair any defect in the Sewer System noted by the Developer or the CWPCA, during that period, together with any damage to any public street, highway, land, building, or structure caused during the construction or during the two (2) year maintenance period, directly or indirectly by the construction, repair or maintenance or by any defect or failure of said Sewer System. The Developer shall also maintain the roadways, curbs, walks, and other surfaces and appurtenances within the highway limits, which have been disturbed by the construction or maintenance of the Sewer System for any additional period, which may be required by other governmental authority having jurisdiction. If the Developer fails to promptly carry out his maintenance obligations, the Town shall cause whatever required work to be done and the cost shall be subtracted from the Maintenance Bond. If the cost of the necessary work exceeds the amount of the bond the Developer agrees to be responsible for said shortage and shall promptly remit such amount to the Town. At the end of the two (2) year maintenance period the Town shall release the Maintenance Bond to the Developer, providing any corrective work on the Sewer System or areas disturbed by the construction of the system has been done to the satisfaction of the Town as to be determined by the final maintenance inspection.

11. The Developer shall also maintain and operate, or shall cause its successors and assigns to maintain and operate at all times, any portion of the Sewer System until such time the CWPCA shall accept, take title to, and incorporate said Sewer System into the public Sewer System of the Town.

12. The Town may at any time permit others than the Developer to connect to and use the Sewer System, without any reimbursement or other obligation to the Developer.

13. The obligations and privileges herein assumed by and granted to the Developer shall be obligations and privileges running with the land concerned with or served by the Sewer System.

14. The Developer, upon the completion of the construction of the Sewer System, shall submit a waiver of liens for the total costs thereof, including engineering, and any amounts of money or other considerations, which may have been paid or made to the Developer by any other owner who may be served by the Sewer System.

15. When all of the terms and conditions hereof have been fully complied with, the Town, by appropriate resolution of the CWPCA, shall accept, take title to and incorporate into the public Sewer System of the Town, the Sewer System or such portion thereof as may be designated for incorporation into the public Sewer System of the Town, said acceptance to become effective as specified in said resolution. Such Authority acceptance resolution shall be voted only upon certification by the Developer and any Engineer employed by it, and finding by the CWPCA, that the Developer has fulfilled all the terms of this agreement and that the Sewer System, or designated portion thereof, has been completed in accordance with the plans, specifications and standards of the Town, and the Sewer System is in acceptable condition at the expiration of two (2) year maintenance period, and that all roadways, curbs, walks, and other surfaces and appurtenances disturbed by the work have been acceptably restored or that adequate security by bond or otherwise has been furnished to assure such restoration and that all necessary rights-of-way have been conveyed to the Town. Upon such acceptance by the Town, of the Sewer System or designated portion thereof, the Developer shall be relieved of the liabilities and obligations in Section 10 hereof with respect to the Sewer System or portion thereof actually acquired by the Town, except that such acceptance shall not be deemed final acceptance of the roadways, curbs, walks, and other surfaces and appurtenances within highway limits or any other matter within the jurisdiction or control of any governmental authority other than the CWPCA.

16. ADDITIONAL OR SPECIAL CLAUSES:

a. Three (3) sets of construction and plot and profile plans of the entire Sewer System project, including lateral connections to the buildings, shall be prepared by the Developer, which plans shall be approved by the resolution of the CWPCA. One (1) set of reproducible Mylar Sewer As-Built shall be submitted along with One (1) copy of a digitized Sewer As-Built in AutoCAD format, or as currently prescribed by the Public Works Department, to the CWPCA for acceptance within ninety (90) days after completion of construction of the Sewer System. Final Bond release shall be subject to receipt and acceptance of the project Sewer As-Built.

b. Any deviations from construction plans shall be made through written change orders approved by the CWPCA Chairman, with written notice to the CWPCA and to the Developer.

c. The land, buildings and structures of the Developer benefited by the Sewer System shall be subject to a sewer use charge to be levied by the CWPCA in accordance with its established schedule.

d. The Developer shall install such water meters on the water line as will enable the Town to accurately determine all quantities of water used and discharged into the sanitary Sewer System.

d.1. The developer shall install the Pump Station to Town's specification and approvals.

Inspection Fees:

- e. The deposit to be made pursuant to Section 4 hereof shall be \$ _____.
The deposit to be made pursuant to Section 10 hereof shall be \$ _____.

f. The Developer or its authorized contractors shall inform the Authority, at least one day in advance, of its intent to start work and shall at all times leave the work open and provide ample opportunity for the Authority and its agents and employees to inspect the line, grade and workmanship before backfilling. Trenches shall not be left open. They shall either be backfilled or otherwise covered and secured to prevent trespassing.

g. All pipe shall be installed in conformance with the "Town of Cromwell Sanitary Sewer System Regulations" adopted by the CWPCA, and amended on **02-02-98**. Water and sewer pipes shall not be installed closer than ten (10) feet of each other if running parallel. Water and sewer pipe shall not be closer than eighteen (18") vertical inches when crossing, and the sewer line shall be located under the water line. Otherwise, the sewer line shall be encased in concrete ten (10') feet each side of the water line.

h. A copy of the State Highway Permit shall be given to the Town for any work done on State property before work commences.

i. No connection of floor drains, swimming pools, roof leaders, storm water, or any other matter except sanitary sewer waste shall be made to the Sewer System.

j. Cleanouts at structures shall be provided to service connector lines.

k. Manholes shall be provided along all lines at each point where there is a change in pipe alignment and otherwise within intervals of not more than three hundred (300) feet.

l. Written inspection reports shall be furnished to the Developer within a reasonable time following each inspection and in any event not more than thirty (30) days thereafter.

m. The Developer shall be required to air test the sanitary sewer line, as per standard specifications for air testing, as required by the Town of Cromwell. Such testing shall be done by an independent testing firm under the supervision of the CWPCA, or, at the election of the CWPCA, by Town personnel with its equipment. The Developer prior to approval of the line for use shall pay charges for such service to the CWPCA. Such tests shall include, but not be limited to, infiltration, exfiltration, TV and visual inspection, deflection, alignment.

n. The Developer is hereby warned that all improvements within said Development shall be subject to an assessment on each unit or equivalent unit as defined by the "Resolution Adopting Rule of Apportionment of the Sewer System Benefit Assessments" of the Cromwell Water Pollution Control Authority, dated June 11, 2012. Developer's Permit-Agreement assessment figures shall be calculated using the CPI of the most recent completed calendar year, if a CWPCA approved DP-A goes unsigned into a new calendar year the assessment figures shall be adjusted to reflect the CPI of the last completed calendar year. **Said assessment shall be made, as to each proposed unit in said Development (# of units x's charge), and shall be due and payable at the time of sewer system construction completion, acceptance, and approval for use by the CWPCA. No Performance Bond shall be formally reduced or released by the CWPCA without said assessment payment in full. The Sewer "Benefit Assessment" for the Development is \$ _____.**

o. The Developer agrees that when explosives are to be used in the prosecution of the work, the insurance required in this Developers Permit-Agreement shall also contain protection, as in the amount stated in Paragraph 6, against damage claims due to such explosives. When explosives are to be used in close proximity to existing structures, and newly constructed structures, a preblast survey of said structures shall be conducted with a representative of the Sewer Department.

