

## DEVELOPER UTILITY PERMIT AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ by and between Norwich Public Utilities, hereinafter called the UTILITY and \_\_\_\_\_, a Limited Liability Company/Corporation/, existing under the laws of the State of Connecticut and having its principal place of business in the Town of\_\_\_\_\_, County of \_\_\_\_\_, and the State of Connecticut (“DEVELOPER”) and owner of the property to be served in whole or in part by the Utilities herein described known as \_\_\_\_\_(the “Property”).

The UTILITY and the DEVELOPER agree as follows:

1. The UTILITY agrees to permit the DEVELOPER, through a licensed contractor(s) employed by the DEVELOPER, to construct those facilities utilities located on a plan entitled “PLAN TITLE” at the Developer’s expense. The UTILITY further agrees, subject to the terms and conditions herein contained, to accept the utility structures and incorporate the same into its utility distribution systems.
2. The DEVELOPER agrees, in consideration thereof, to have the utility construction completed in every detail within the time stipulated in paragraph 17 hereof and in a good and proper manner in accordance with construction plans referred to herein, which plans are made a part hereof, and approved by the UTILITY, or an authorized agent thereof, and in accordance with the standard specifications and practices of the UTILITY, all at no cost to the UTILITY.
3. The DEVELOPER shall provide the UTILITY with the following plans at no cost to the UTILITY:
  - a) One electronic file in AutoCAD 2004 or newer showing all Utilities and details, and two sets of construction plans.
  - b) Detailed utility loads for the entire project and described down to each individual service of each utility.
4. The DEVELOPER shall, before commencing any work, secure all necessary permits from the UTILITY, State of Connecticut, and/or any other governmental authority, to construct the utilities shown on the construction plans herein described.
5. The DEVELOPER shall provide the UTILITY with a detailed construction schedule for the installation of all Utilities.
6. The DEVELOPER agrees to reimburse the UTILITY for all costs of construction inspection, creation of record drawings and all other expenses of any kind incurred by the UTILITY prior to or during construction, or during the warranty period stipulated herein (collectively, “Oversight Expenses”). Such Oversight Expenses include, but are not limited to, hourly rates per worker classification and all Oversight Expenses shall be secured by the Bond as part of the UTILITY costs in accordance with Paragraph 10 hereof.. The UTILITY shall provide the Developer a cost estimate of its expected expenses based on the construction plans and schedule.
7. The DEVELOPER agrees, before commencing any work, to deposit with the UTILITY a sum determined by the UTILITY, or an authorized agent thereof, to be sufficient to defray actual and potential UTILITY

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costs, all as set forth in Paragraph 10 hereof (the "Bond"). The DEVELOPER further agrees that in case the Bonds determined by UTILITY to be insufficient at any time during the progress of the work, the DEVELOPER shall immediately increase the Bond upon notification and demand by the UTILITY. Upon completion of the one-year warranty period, provided that all obligations of the DEVELOPER under this Developer's Permit Agreement have been fulfilled, the UTILITY shall return any unexpended portion of the Bond to the DEVELOPER.

8. The DEVELOPER agrees, at all times, to indemnify and save harmless the UTILITY, the City of Norwich and their respective officers, agents, servants and employees, any and all claims, damages, losses, litigation, expenses, counsel fees and compensations arising out of injuries (including death) sustained by, or alleged to have been sustained by, the officers, agents, servants, and/or employees of the UTILITY, or of the City of Norwich, or of 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, 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 UTILITY, caused in whole or in part by the acts or omissions of the DEVELOPER, any contractor employed by the DEVELOPER or any subcontractor or material man or anyone directly or indirectly employed by them or any of them while engaged in the performance of any work covered by this Developer's Permit Agreement and during any warranty period specified therein or by any other governmental authority.

9. The DEVELOPER shall, before commencing any work, furnish Certificates of Insurance to the UTILITY, from an insurance company licensed in the State of Connecticut, having at least an A rating by A.M. Best Company, and approved by the UTILITY. All policies will provide a thirty (30) day notice of cancellation as well as a ten (10) day notice of any material change in the policies to the UTILITY Office in the City of Norwich. Such certificates will provide workers' compensation, comprehensive commercial liability and automobile liability coverage, as follows:

(a) Workers Compensation

Coverage A: Statutory  
Coverage B: Employers Liability:  
Bodily injury by accident \$100,000 per person  
Bodily injury by disease \$100,000 per person  
Bodily injury by disease \$500,000 aggregate

(b) Comprehensive Commercial Liability:

Limits of Liability:  
Bodily Injury General Aggregate Limit \$1,000,000 (Other than Products/Completed Operations)  
Products/Completed Operations \$1,000,000  
Personal & Advertising Injury \$1,000,000  
Each occurrence \$1,000,000  
Fire Damage Limit \$50,000  
Medical Expenses \$5,000

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Coverage:

Premises/Independent Contractors  
Contractual/Completed Operations/Products  
Contractual Liability will be broad form  
XCU (explosion/collapse/underground utilities)  
Comprehensive Broad form Liability Endorsement  
Or equivalent including Broad Form  
Property Damage Liability

(c) Automobile Liability:

Limits of Liability:

Bodily Injury: Per Person \$1,000,000

Aggregate \$1,000,000

Property Damage \$1,000,000

Coverage:

All owned/non-owned/hired/borrowed

Contractual liability to be included

Said above policies shall contain a special endorsement providing as follows:

***The City of Norwich, Norwich Public Utilities and their respective officers, agents, servants and employees are hereby declared to be additional insured under the terms of this policy, both as to the activities of the insured and as to the activities of the City of Norwich and the UTILITY, their officers, agents, servants and employees relating to the activities described in this policy.***

The above insurance requirements shall also apply to all contractors and subcontractors and the DEVELOPER shall not allow any contractor or subcontractor to commence work until the contractor's or subcontractor's insurance has been so obtained and approved by the UTILITY

The DEVELOPER hereby agrees that it will indemnify and hold harmless the City of Norwich, Norwich Public Utilities, and their respective officers, agents, servants and employees from any loss, costs, damages, expenses, judgments and liability of whatsoever kind or nature, howsoever the same may be caused, resulting directly or indirectly from any act or omission of the DEVELOPER, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting there from as permitted by law.

Said policies shall also contain contractual liability coverage underwriting the obligations of the DEVELOPER to hold harmless, indemnify and defend as herein provided.

Said policies shall also contain special endorsements providing substantially as:

(a) "Cross Liability" or "Severability of Interest" coverage for all named insured's;

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(b) That such insurance is primary; and that any other insurance maintained by the additional named insured is excess and not contributing insurance with respect to the subject insurance policy;

(c) That the insurer waives the right of subrogation against the additional names insured's

(d) That coverage afforded by such policy to the additional named insured's shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy;

(e) That such policy may not be cancelled or coverage reduced or terms altered in any manner detrimental to the coverage for the life of this Developer's Permit Agreement. Work shall not be continued after expiration of the above insurance requirements until the same has been renewed.

The above insurance requirements shall also apply to all contractors and subcontractors, and the DEVELOPER shall not allow any contractor or subcontractor to commence work until the contractor's or subcontractor's insurance has been so obtained and approved.

10. The DEVELOPER shall, contemporaneously with the signing of this agreement, provide to UTILITY a cash bond in an amount of, ( ) \$, which amount represents the UTILITY'S estimated costs for Oversight Expenses and shall, prior to the start of construction, to furnish an Irrevocable Letter of Credit in favor of the UTILITY in the amount of not less than ENGINEER AGREED TO ESTIMATE + 10% Contingency to cover the estimated construction and contingency costs to insure completion and warranty of the utilities in accordance with Section 16 hereof. Said Irrevocable Letter of Credit being in the form acceptable to the UTILITY. The DEVELOPER may substitute a cash performance bond or a surety bond satisfactory to the UTILITY in lieu of said letter of credit. In the event the DEVELOPER elects to furnish a cash Performance Bond, and with respect to the bond for Oversight Expenses, it is agreed that the amount of such Bond shall be paid to the UTILITY by bank or certified check, and shall be placed by the UTILITY in an interest bearing account or certificate of deposit with a financial institution chosen by the UTILITY, and it is further agreed that the interest earned by such account or certificate of deposit shall be payable to the DEVELOPER for the period such Bond is in force. If the DEVELOPER shall, on or before the required completion date set forth in Paragraph 16 hereto complete to the satisfaction of the UTILITY, the construction of said utilities and their appurtenances in accordance with the obligations and conditions of this Agreement and shall comply with all the obligations of the DEVELOPER'S warranty set forth in Paragraph 16 hereof, the UTILITY will return said Irrevocable Letter of Credit or Performance Bond to the DEVELOPER or release such surety bond. In the event of default in the performance of such construction or of the obligations of such warranty, the determination of which default shall be made at the sole discretion of the UTILITY. The UTILITY is hereby empowered to complete such construction and/or make good such warranty, and to reimburse itself for all costs and expenses incurred therefore from such irrevocable letter of credit, or from said performance bond and shall return any balance, if any, to the DEVELOPER. All references to "Bond" contained in this Agreement shall be deemed references to the bond to be posted for Oversight Expenses and to the Performance Bond, as applicable.

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11. As a condition to the acceptance by the UTILITY of any component of the utilities to be emplaced and installed as part of the work, DEVELOPER shall convey by documentation in form and substance suitable for recording and acceptable to the UTILITY's legal counsel in all respects including the status of title to be therein granted as of the time of recording, all necessary easements and grants of real property interests as the UTILITY may determine are necessary for the UTILITY to own, maintain, operate, repair, replace and enhance said utilities for its use and the use of its customers, present and future. Specifically, the Developer acknowledges and agrees the UTILITY may at any time permit persons or entities other than the DEVELOPER to connect to and regularly use the utilities accepted by UTILITY with no compensation to the DEVELOPER.

12. The DEVELOPER agrees that the obligations and privileges herein assumed by the DEVELOPER and granted to the DEVELOPER shall be obligations and privileges running with the land concerned or served by the utilities shown on the plans reference herein and resting upon or granted to the succeeding owners of said land as well as upon or to the DEVELOPER.

13. Subject to the conditions set forth in this Agreement, the UTILITY agrees to accept, acquire title to and incorporate into the public utility distribution and/or collection systems such part or parts of the utilities built hereunder, said acceptance to become effective following final inspection and issuance of acceptance letter from the UTILITY. Such UTILITY acceptance will be based on the utilities being installed in acceptable condition 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 pursuant to Paragraph 11 hereof, all necessary rights-of-way and/or easements have been conveyed to the UTILITY, record plans have been accepted and that all Oversight Expenses have been paid.

14. In the event that the UTILITY does not accept any portion of the utilities built hereunder, the DEVELOPER agrees to obtain necessary state permits for and to maintain and operate forever any such portion of the utility systems.

15. The DEVELOPER warrants, for the period of one year after substantial completion of the utility infrastructure as determined by the UTILITY, that the quality of the labor and materials supplied in the construction of the utilities by the DEVELOPER, as well as all labor and materials provided by any subcontractor or material man, will comply with all standards of the UTILITY, the City of Norwich, the State of Connecticut and United States of America, as well as commonly accepted practices in the industry. The DEVELOPER agrees for the period of one year following the acceptance of the utility infrastructure by the Utility, that the DEVELOPER will repair any defect discovered during the one-year period and/or damage to any public street, highway, grounds or structure caused during construction or during the one year warranty period or both, regardless of cause. The DEVELOPER further agrees to maintain the roadway, curbs, walks, and other surfaces and appurtenances within the highway limit which have been disturbed by the construction or repair or by any defect in or failure of the installed Utilities for any additional period, which may be required by other governmental authorities having

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jurisdiction. In the event that the DEVELOPER fails to make any needed repairs or fails in any way to carry out any obligations of this agreement, the DEVELOPER shall be liable to the UTILITY for all costs in connection therewith and the UTILITY is authorized to charge said expenses against the DEVELOPER'S letter of credit or any deposit with the UTILITY or both, and in the event said letter of credit or deposit or both are insufficient to reimburse the UTILITY, the DEVELOPER agrees to make payment to the UTILITY of the balance upon demand.

16. The DEVELOPER shall complete the construction of the utilities at the time of construction of the said project, but not later than one (1) year after the signing of this agreement by the UTILITY and the DEVELOPER unless the UTILITY agrees otherwise in a writing signed by both parties prior to said one year anniversary. If the DEVELOPER seeks to phase the installation of the utilities to be installed as part of the work, the UTILITY expressly reserves the right to require a separate Developer Utility Permit Agreement for each phase.. The DEVELOPER further agrees that no construction work shall be done with respect to partially installed utilities after the such completion date specified and any construction work thereafter shall be done at the option of the UTILITY and upon application of the DEVELOPER.

17 The DEVELOPER agrees that upon completion of the construction of the utilities and as a condition to acceptance by the UTILITY, the Developer shall submit to the UTILITY an affidavit stating the total costs thereof and an affidavit stating the amounts of money or any consideration paid to the DEVELOPER by any other owner who may be served by the utilities. The Developer acknowledges the UTILITY will rely on the accuracy of these affidavits in maintaining its tax and business records.

18. Any notifications under this agreement shall be directed as follows:

John Bilda P.E.  
Norwich Public Utilities  
16 South Golden Street  
Norwich, CT 06360

Developer

19. This Agreement is binding upon the heirs, administrators, successors and assigns of DEVELOPER provided, however, in no event shall an assignment, transfer or conveyance of the Property by DEVELOPER be deemed to release DEVELOPER of any of DEVELOPER'S obligations hereunder.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Signed, Sealed and Delivered

In the presence of: NORWICH PUBLIC UTILITIES

By:

John Bilda P.E

General Manager

DEVELOPER

By:

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## Water Appendix to Developer Utility Permit Agreement:

The UTILITY and the DEVELOPER agree as follows:

1. The UTILITY will provide the DEVELOPER with the NPU Water Construction Standards.
2. The DEVELOPER will utilize a licensed plumber to install all water mains. The DEVELOPER will provide proof of P1 or P7 license prior to construction.
3. The DEVELOPER is responsible for designing, constructing, and placing into service all water mains services and appurtenances for the project at their cost. The appurtenances include but are not limited to hydrants, pumps, tanks, valves, pressure reducing valves, cross connection devices, and meters larger than 2". The scope of work may also include work off the Developers Property on the UTILITY system that is required to provide adequate domestic and fire flows for the project. All work will be done per Fire Marshall, UTILITY and all State of Connecticut Department of Public Health Regulations and amendments thereto, all without expense to the UTILITY.
4. The DEVELOPER will install and test any required backflow devices prior any Certificate of Occupancy (CO) is granted.
5. The UTILITY agrees, subject to the terms and conditions of the Agreement or herein contained, to accept the water mains and appurtenances and incorporate the same into its public water distribution system up to and including the individual water service curb stop valves.

Amendments to Water Agreement:

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## Sewer Appendix to Developer Utility Permit Agreement:

The UTILITY and the DEVELOPER agree as follows:

1. The UTILITY will provide the DEVELOPER with the NPU Sewer Construction Standards.
2. The DEVELOPER will utilize a licensed plumber to install all sewer mains and appurtenances. The DEVELOPER will provide proof of license prior to construction.
3. The Developer is responsible for designing, constructing, and placing into service all sewer mains, services and appurtenances for the project at their cost. The appurtenances include but are not limited to pump stations, force mains, manholes, cleanouts and sewer meters. The scope of work may also include work off the Developers Property on the UTILITY system that is required to allow sufficient peak sewage flows. All work will be done per UTILITY requirements and all State of Connecticut Department of Energy and Environmental Protection (DEEP) requirements, all without expense to the UTILITY.
4. The UTILITY agrees, subject to the terms and conditions herein contained, to accept the sewer mains and appurtenances and incorporate the same into its public sewer collections system up to and including the individual sewer cleanouts.
6. All sewer connections fees will be paid by the DEVELOPER prior to any Certificate of Occupancy (CO) is granted.

Amendments to Sewer Agreement:

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## Electric Appendix to Developer Utility Permit Agreement:

The UTILITY and the DEVELOPER agree as follows:

1. The UTILITY will provide the DEVELOPER with the NPU Electric Construction Standards.
2. It is CRITICAL that the DEVELOPER provide detailed electrical loads to the UTILITY early in the design process as some transformers and switchgear have lead times from 6 months to a year.
3. The Developer is responsible for designing, purchasing and constructing all electric duct banks, and appurtenances for the project at the DEVELOPERS cost. The appurtenances include but are not limited to switch gear pads, transformer pads, public lighting, manhole, handholes, vaults, secondary services and meter sockets. The scope of work may also include work off the Developers Property on the UTILITY system that is required to provide adequate voltage and electric system reliability. All work will be done per UTILITY specifications, the National Electric Safety Code and the National Electric Code at no expense to the UTILITY.
4. NPU will provide all primary wiring, connections, transformers, switchgear and other protective devices. The DEVELOPER will be responsible for all costs of UTILITY provided equipment as a contribution in aid of construction. Costs to be contributed in aid of construction shall be paid prior to the start of construction based upon UTILITY estimates.
5. The UTILITY agrees, subject to the terms and conditions herein contained, to accept the electric infrastructure and incorporate the same into its electric distribution system up to the weather head, or meter socket for underground installations.
6. The Utility will provide rebates for installing high efficiency cooling and lighting fixtures after connection in accordance with then prevailing policy. Rebate will be paid after fixtures are connected and operational.

Amendments to Electric Agreement:

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## Gas Appendix to Developer Utility Permit Agreement:

The UTILITY and the DEVELOPER agree as follows:

1. The UTILITY will provide the DEVELOPER with the NPU Gas Construction Standards.
2. It is CRITICAL that the DEVELOPER provide detailed loads to the UTILITY early in the design process as regulators and meters have lead times up to 3 months.
3. The DEVELOPER is responsible for excavating the gas trench, sand padding, and backfilling to the UTILITY specifications at the DEVELOPERS cost. If the DEVELOPER is unable to provide the trench, the UTILITY will provide a cost estimate for performing the work.
4. NPU will provide and install all gas pipe, meters, regulators and associated appurtenances to the outlet of the meter. The DEVELOPER will be responsible for all costs of UTILITY provided equipment as a contribution in aid of construction. Costs to be contributed in aid of construction shall be paid prior to the start of construction based upon UTILITY estimates..
5. The UTILITY will charge the DEVELOPER ( )\$ for trench excavation if needed (see note below).
6. The UTILITY will provide rebates for installing high efficiency heating equipment in accordance with policies then prevailing. Rebate will be paid after equipment is connected and operational.
7. The Utility will provide ( ) \$ as an incentive for using natural gas heating equipment. Incentive will be paid after equipment is connected and operational.

Amendments to Gas Agreement:

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## NPU Project Manager Checklist

### Pre-Construction

- Provide Utility Standards to DEVELOPER NPU Project Manager
- Provide 1 Digital Utility plan including all utilities Developer
- Provide 2 copies of plans including all utilities Developer
- Provide utility load estimates Developer
- Approval of plans NPU Project Manager
- Provide material submittals (Cut Sheets) Developer
- Approve material submittals (Cut Sheets) NPU Project Manager
- Size and procure meters NPU Project Manager
- Construction schedule Developer
- Inspection estimate NPU Project Manager
- Capital Contribution estimate NPU Project Manager
- Provide rebate and incentive estimate NPU Project Manager
- Provide bond or line of credit Developer
- Payment for Inspection Developer
- Payment of Aid to construction Developer
- Contractor insurance Developer
- Contractor Licenses Developer
- Provide easement Developer
- Provide 24/7 emergency contact information Developer
- Record easement on Land Records Developer

### Construction:

- Install temporary power infrastructure Developer
- Provide Utility Deposit Developer
- Install meter and connect service NPU Project Manager
- Notification and coordinate schedule and scope changes Developer

### Post-Construction:

- Pay Sewer Connection Fee (Prior to CO) Developer
- Cross Connection devise inspection (Prior to CO) Developer
- UTILITY bills DEVELOPER for utility consumption NPU Project Manager
- Provide Gas and Electric Efficiency Rebates NPU Project Manager
- Provide Gas Incentive NPU Project Manager
- Provide Statement of Construction cost Developer

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- Provide certificate of completion Developer
- Provide easement Developer
- Statement of Final Completion NPU Project Manager
- Any repairs during 1 yr Warranty period Developer
- Provide Statement of acceptance NPU Project Manager
- Release of bonds 1 yr after Statement of Final Completion NPU Project Manager