

## **DEVELOPER UTILITY AGREEMENT**

AGREEMENT made this **DDth** day of **Month YYYY** by and between THE CITY OF NORWICH, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within the State of Connecticut, acting by and through the, NORWICH PUBLIC UTILITIES, a municipal utility (the “NPU”) and **DEVELOPER NAME**, 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 **TOWN** 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 **PROJECT NAME, ADDRESS**, all in the City of Norwich, County of New London and State of Connecticut (collectively the “Property”).

NPU and the DEVELOPER agree as follows:

1. NPU agrees to permit the DEVELOPER, through a licensed contractor(s) employed by the DEVELOPER, to construct those utilities located on a plan entitled “**PLAN NAME**” at the DEVELOPER’S expense (the “UTILITIES”). NPU further agrees, subject to the terms and conditions herein contained, that the UTILITIES shall be connected to NPU’s existing utility system
2. The DEVELOPER agrees, in consideration thereof, to have NPU construction completed in every detail within the time stipulated in Paragraph 16 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 NPU, or an authorized agent thereof, and in accordance with the standard specifications and practices of NPU, all at no cost to NPU.
3. The DEVELOPER shall provide NPU with the following plans at no cost to NPU:
  - 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.
  - c.
4. One electronic file in AutoCAD 2004 or newer, and one Mylar copy in form for immediate recording, showing all utilities and details as built, which file shall be provided as a condition to acceptance of the UTILITIES pursuant to Paragraph 13 hereof. The DEVELOPER shall, before commencing any work, secure all necessary permits from the City of Norwich, 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 NPU with a detailed construction schedule for the installation of all UTILITIES.
6. The DEVELOPER agrees to reimburse NPU for all costs of construction inspection, creation of record drawings and all other expenses of any kind incurred by NPU 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 —

NPU costs in accordance with Paragraph 10 hereof. NPU shall provide the DEVELOPER a cost estimate of its expected expenses based on the construction plans and schedule. See attached fee schedule.

7. The DEVELOPER agrees, before commencing any work, to deposit with NPU a sum determined by NPU, or an authorized agent thereof, to be sufficient to defray actual and potential NPU costs, all as set forth in Paragraph 10 hereof (the "Bond"). The DEVELOPER further agrees that in case the Bond is determined by NPU to be insufficient at any time during the progress of the work, the DEVELOPER shall immediately increase the Bond upon notification and demand by NPU. Upon completion of the one-year warranty period, provided that all obligations of the DEVELOPER under this Developer's Utility Agreement have been fulfilled, NPU shall return any unexpended portion of the Bond to the DEVELOPER. See attached fee schedule.
8. The DEVELOPER agrees, at all times, to indemnify and save harmless NPU, 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 NPU, 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 NPU, 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 Utility 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 NPU, from an insurance company licensed in the State of Connecticut, having at least an A rating by A.M. Best Company, and approved by NPU. 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 NPU 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

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 NPU, 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 NPU

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 insureds;
- (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 insureds 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 Utility 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 NPU a cash bond in an amount of (\$xx by Engineers plan review) which amount represents NPU'S estimated costs for Oversight Expenses and shall, prior to the start of construction, to furnish an Irrevocable Letter of Credit in favor of NPU 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 Paragraph 15 hereof. Said Irrevocable Letter of Credit being in the form acceptable to NPU. The DEVELOPER may substitute a cash performance bond or a surety bond satisfactory to NPU 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 NPU by bank or certified check, and shall be placed by NPU in an interest bearing account or certificate of deposit with a financial institution chosen by NPU, 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 15 hereto complete to the satisfaction of NPU, 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 15 hereof, NPU 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 NPU. NPU 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.

11. As a condition to the acceptance by NPU 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 NPU’s legal counsel in all respects including the status of title (including a title policy if so required) to be therein granted as of the time of recording, all necessary easements and grants of real property interests as NPU may determine are necessary for the NPU 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 per acknowledges and agrees NPU may at any time permit persons or entities other than the DEVELOPER to connect to and regularly use the UTILITIES accepted by NPU 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, NPU 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 NPU. Such NPU 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 NPU, record plans have been accepted and that all Oversight Expenses have been paid.
14. In the event that NPU 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 NPU systems.
15. The DEVELOPER warrants, for the period of one year after substantial completion of the UTILITIES as determined by NPU, 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 NPU, 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 NPU infrastructure by NPU, 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 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 NPU for all costs in connection therewith and NPU is authorized to charge said expenses against the DEVELOPER'S letter of credit or any deposit with NPU or both, and in the event said letter of credit or deposit or both are insufficient to reimburse NPU, the DEVELOPER agrees to make payment to NPU of the balance upon demand.

16. The DEVELOPER shall complete the construction of the UTILITIES at the time of construction of the said project, **PLAN NAME**, but not later than (12) months after the signing of this agreement by NPU and the DEVELOPER unless NPU 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, NPU expressly reserves the right to require a separate Developer Utility Agreement for each phase. The DEVELOPER further agrees that no construction work shall be done with respect to partially installed UTILITIES after such completion date specified and any construction work thereafter shall be done at the option of NPU 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 NPU, the DEVELOPER shall submit to NPU 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 NPU 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:

NORWICH PUBLIC UTILITIES  
Christopher LaRose, General Manager  
16 South Golden Street  
Norwich, CT 06360

DEVELOPER  
**NAME, TITLE**  
**BUSINESS NAME**  
**STREET ADDRESS**  
**CITY, STATE, ZIP**

OWNER  
**NAME, TITLE**  
**BUSINESS NAME**  
**STREET ADDRESS**  
**CITY, STATE, ZIP**

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.
20. All notices, demands, consents, approvals, directions, agreements, or other communications required or permitted hereunder shall be given in the manner provided herein.
21. THIS AGREEMENT IS BEING DELIVERED IN THE STATE OF CONNECTICUT, AND THE RIGHTS, OBLIGATIONS AND LIABILITIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT.
22. None of the terms or provisions of this Agreement may be waived, altered or amended except by an instrument in writing, duly executed by NPU hereto.
23. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and all of such counterparts taken together shall be deemed to constitute but one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE]

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

WITNESSES:

\_\_\_\_\_

OWNER:

By \_\_\_\_\_

Name: **NAME**

Its: TITLE

Date:

DEVELOPER

By \_\_\_\_\_

Name: **NAME**

Its: TITLE

Date:

\_\_\_\_\_

Agreed and Accepted:

NORWICH PUBLIC UTILITIES

By \_\_\_\_\_

Name: **Christopher LaRose**

Its: General Manager

Date:

\_\_\_\_\_



## General Appendix

NPU and the DEVELOPER agree as follows:

1. This agreement applies to **DEVELOPER NAME, PLAN NAME** in Norwich CT, 06360.
2. The DEVELOPER agrees to only operate the residences as Apartments. In the event that any of the units are converted to Condo's for any reason, DEVELOPER agrees to provide NPU prior notification, and the terms of this agreement are no longer valid

### **Water Appendix to Developer Utility Agreement:**

NPU 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 NPU system that is required to provide adequate domestic and fire flows for the project.
  - a. DEVELOPER to provide required flows and UTILITY will verify system capacity. 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 NPU.
4. The DEVELOPER will install and test any required backflow devices prior any Certificate of Occupancy (CO) is granted.
5. NPU 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:**

1. NPU will own and operate the water mains up to the gate valve(s) **XX-XXX** located on **STREET NAME**.
2. The DEVELOPER will maintain ownership, operation and maintenance of any onsite water service infrastructure on DEVELOPER'S property.
3. All piping and equipment must be disinfected and flushed by the DEVELOPER per NPU Water Construction Standards.
4. As per CT State Statute, as long as the residences are operated as apartments, the water bills will be maintained in the owner's name.
5. A UTILITY inspector must be present for all connections to existing infrastructure. The DEVELOPER will give NPU a minimum of 48 hour notice as to when this work is going to be performed.

### **Sewer Appendix to Developer Utility Agreement:**

NPU 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 P1 or P7 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 DEVELOPER'S Property on NPU 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 NPU.
4. NPU 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.
5. All sewer connections fees will be paid by the DEVELOPER prior to any Certificate of Occupancy (CO) being granted as per the attached fee schedule.

### **Amendments to Sewer Agreement:**

1. The DEVELOPER will maintain ownership, operation and maintenance of any onsite sewer service infrastructure on DEVELOPER'S property
2. This project **IS** in the Enterprise Zone so the Sewer Connection Fee attached is at the regular rate as described in the 'Sewer Connection Fee' document Revision #2 dated July 1, 2019.
3. A UTILITY inspector must be present for all connections to existing infrastructure. The DEVELOPER will give NPU a minimum of 48 hour notice as to when this work is going to be performed.

### **Electric Appendix to Developer Utility Agreement:**

NPU and the DEVELOPER agree as follows:

1. NPU will provide the DEVELOPER with the NPU Electric Construction Standards.
2. The DEVELOPER shall provide detailed electrical loads to NPU in accordance with the National Electric Code.
  - a. It is CRITICAL that the DEVELOPER provide detailed electrical loads to NPU early in the design process to support long material lead times and avoid any delays in the construction schedule.
3. The DEVELOPER is responsible for designing, purchasing and constructing all electric duct banks, and appurtenances for the project at the DEVELOPER'S cost. The appurtenances include but are not limited to switch gear pads, transformer pads, public lighting, manholes, hand holes, vaults, secondary services and meter sockets. The scope of work may also include work on the NPU system, off the DEVELOPER'S property, that is required to maintain adequate voltage and electric system reliability. All work will be done per NPU specifications, the National Electric Safety Code and the National Electric Code at no expense to NPU.
4. NPU will provide all primary wiring, connections, transformers, switchgear and other protective devices. The DEVELOPER shall be responsible for all costs of NPU provided equipment and shall provide payment as a contribution in aid of construction. The total required contributions in aid of construction shall be paid prior to the start of construction based upon NPU estimates. The DEVELOPER will be provided a final bill at the end of construction and shall be responsible for any additional costs incurred beyond the initial cost estimate.
5. NPU agrees, subject to the terms and conditions herein contained, to accept the DEVELOPER'S electric infrastructure and incorporate the same into its electric distribution system up to the weather head, or TRANSFORMER for underground installations.
6. NPU may provide rebates for installing high efficiency heating and cooling and LED fixtures with Controls after connection in accordance with the most current prevailing policy. Rebates will be paid after fixtures are installed, inspected, connected and operational.

### **Amendments to Electric Agreement:**

1. See Attached Fee/Deposit Schedule

### **Gas Appendix to Developer Utility Agreement:**

NPU and the DEVELOPER agree as follows:

1. NPU will provide the DEVELOPER with the NPU Gas Construction Standards.
2. It is CRITICAL that the DEVELOPER provide detailed loads to NPU early in the design process as regulators and meters have lead times up to SEVERAL months.
3. The DEVELOPER is responsible for excavating the gas trench, installing NPU provided sand bedding, and backfilling to NPU specifications at the DEVELOPERS cost. All earth materials, other than sand bedding, shall be provided and installed by the DEVELOPER. If the DEVELOPER is unable to provide any of the stipulated items herein, NPU will, at the DEVELOPER'S request, provide a cost estimate and schedule to provide said items. If NPU is requested to provide additional services, the DEVELOPER will be responsible for all costs as a contribution in aid of construction and shall be paid prior to the start of construction based upon NPU cost estimates. Final cost reconciliation, if actual costs deviate from estimated costs, will occur upon the completion of all work.
4. NPU will furnish and install all materials, labor and hand tools required to install all gas pipe, meters, and regulators and associated appurtenances to the outlet of the meter. The DEVELOPER shall provide an on-site location to stockpile up to 20 cubic yards of NPU furnished sand bedding. The DEVELOPER shall provide a construction schedule to NPU at least 10 working days in advance of any work involving NPU gas resources.
5. If the DEVELOPER requests NPU to provide excavation/backfill services, the charge will be \$XX per foot. Rock removal, gravel, paving, loam and seed, or other restoration will be charged at an additional cost to be determined based on the site plan and field conditions.
6. NPU may provide rebates for installing high efficiency heating equipment in accordance with current program policies then prevailing. Rebate will be paid after equipment is installed, inspected, connected and operational.
7. NPU will provide \$1,000 as an incentive when a customer installs a NEW natural gas connection specific to a project or parcel and uses natural gas as a primary heat source. Incentive will be paid one time per project or property after equipment is connected and operational.

### **Amendments to Gas Agreement:**

## 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
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
Provide public seating area layout/ maximum seating capacity (for sewer connection fee calculation)	Developer

### Construction:

Install temporary power infrastructure	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 device 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
Provide certificate of completion	Developer
Record easement on Land Records	Developer
Provide Engineer drawn As-builts	Developer
Statement of Final Completion	NPU Project Manager
Any repairs during 1 year Warranty period	Developer
Provide Statement of acceptance	NPU Project Manager
Release of bonds 1 year after Statement of Final Completion	NPU Project Manager

## **FEE/DEPOSIT SCHEDULE**