

**DEVELOPER'S PERMIT AGREEMENT #**

**THE TOWN OF GLASTONBURY  
WATER POLLUTION CONTROL AUTHORITY**

**STANDARD AGREEMENT**

This STANDARD AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the TOWN OF GLASTONBURY, a municipal corporation chartered by the State of Connecticut, acting herein by its Water Pollution Control Authority, duly authorized under the provisions of an "ORDINANCE AUTHORIZING THE CONSTRUCTION OF SEWERS BY AND AT THE EXPENSE OF DEVELOPERS", adopted November 14, 1960, and amendments thereto, hereinafter referred to as the "TOWN", and \_\_\_\_\_, owner of property to be served in whole or in part by the sanitary sewers herein described and the heirs, executors, administrators, successors and assigns of said owners, hereinafter referred to as the "DEVELOPER".

WITNESSETH, That the DEVELOPER and the TOWN, for the consideration hereinafter named, agree as follows:

That the DEVELOPER hereby agrees to furnish all of the materials, equipment, and labor necessary, and to perform all of the work shown on the construction plans for the project entitled \_\_\_\_\_, hereinafter referred to as the "PROJECT".

That this Developer's Permit Agreement # \_\_\_\_\_ is entered into under authority of a vote of the Water Pollution Control Authority passed on \_\_\_\_\_, in accordance with Resolution \_\_\_\_\_, hereinafter referred to as the "RESOLUTION".

That this Developer's Permit Agreement # \_\_\_\_\_ shall consist of: STANDARD AGREEMENT, GENERAL CONDITIONS, RESOLUTION, SPECIAL CONDITIONS, CONSTRUCTION PLANS, and such other addenda as may pertain to this Developer's Permit Agreement, or to any part thereof, copies of which addenda, if any, shall be attached hereto.

All of the above-referenced to items are hereby incorporated into, and made a part of, this Agreement as though more fully set forth herein. The DEVELOPER acknowledges that it has reviewed copies of all of the above-referenced items.

IN WITNESS WHEREOF, the Parties hereto have executed this Standard Agreement, the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF GLASTONBURY  
BY ITS WATER POLLUTION  
CONTROL AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

DEVELOPER  
TITLE

**TOWN OF GLASTONBURY  
WATER POLLUTION CONTROL AUTHORITY**

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**GENERAL CONDITIONS**

1. The TOWN agrees to permit the DEVELOPER, through a licensed drain layer employed by the DEVELOPER, to construct the sanitary sewer at the DEVELOPER'S own expense. The TOWN further agrees, subject to the terms and conditions herein contained, to accept the sanitary sewer and incorporate the same into the TOWN'S public sanitary sewer system.
2. The DEVELOPER agrees, in consideration thereof, to have the sanitary sewer construction completed in every detail within the time stipulated in the Special Conditions 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 Town Manager of the TOWN, or an authorized agent thereof, and in accordance with the standard specifications and practices of the TOWN and, furthermore, in accordance with the terms of an Ordinance adopted December 20, 1960 entitled, "AN ORDINANCE OF THE TOWN OF GLASTONBURY REGULATING THE CONSTRUCTION OF, USE OF, DISCHARGE OF SUBSTANCE INTO AND CONNECTIONS TO THE PUBLIC SEWERS AND DRAINS OF THE TOWN OF GLASTONBURY AND THE INSTALLATION OF DRAINS AND OTHER PIPES AND FIXTURES INTENDED TO DISCHARGE WASTES INTO SAID SEWERS AND DRAINS", and amendments thereto, all without expense to the TOWN.
3. The DEVELOPER shall provide the TOWN with the following plans at no cost to the TOWN:
  - a. Two (2) sets of construction plans.
  - b. Preparation of one (1) set of as-built mylars.
4. The DEVELOPER shall, before commencing any work, arrange a preconstruction meeting with the Engineering staff of the TOWN and all affected Public Utility Companies to define the construction procedure and inspection schedule.
5. The DEVELOPER shall, before commencing any work, secure all necessary permits from the TOWN, State of Connecticut, and/or other governmental authority, to construct the sanitary sewer shown on the construction plans herein described.
6. The DEVELOPER agrees to reimburse the TOWN for all costs of preliminary engineering, preparation of designs and plans, and all other expenses of engineering, including, but not limited to, construction inspection, supervisory engineering, grade staking, measuring, testing, and all other expenses of any kind incurred by the TOWN prior to or during construction, or during the warranty period stipulated herein, including, but not limited to, allowances for pension, insurance, and similar costs related to payroll.
7. The DEVELOPER agrees, before commencing any work, to deposit with the Treasurer of the TOWN a sum determined by the Town Manager of the TOWN, or an authorized agent thereof, to be sufficient to defray the TOWN costs. The DEVELOPER further agrees that, in case said deposit proves to be insufficient at any time during the progress of the work, further deposit shall be made upon notification by the Treasurer of the TOWN. 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 TOWN shall return any unexpended portion of said deposit to the DEVELOPER.

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**GENERAL CONDITIONS**

8. The DEVELOPER agrees, at all times, to indemnify and save harmless the TOWN, the State of Connecticut, and their respective officers, agents, and servants, on account of any and all claims, damages, losses, litigations, expenses, counsel fees, and compensations arising out of injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees, or agents of the TOWN, or of the State of Connecticut, 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 TOWN), 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. **INSURANCE REQUIREMENTS**

The DEVELOPER shall agree to maintain in force at all times during work to be performed under this Agreement, the following minimum coverages and shall name *The Town of Glastonbury and its respective officers, agents, and employees* as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. These requirements shall be clearly stated in the remarks section on the Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all Carriers are subject to approval by the Town of Glastonbury.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work performed under this Agreement. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Agreement for two (2) years from the completion date.

		(Minimum Limits)
Workers' Compensation And Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

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The DEVELOPER shall provide original, completed Certificates of Insurance to the Town of Glastonbury prior to commencing any work. Should any of the above-described policies be cancelled for any reason before the expiration date, written notice must be given to the Town thirty (30) days prior to cancellation.

10. The DEVELOPER agrees, prior to the start of construction, to furnish a Performance Bond in favor of, and in an amount and form acceptable to the TOWN, to ensure completion and warranty of the sanitary sewer in accordance with Section 17 herein; said Bond being in an amount not less than the estimated construction cost of the sanitary sewer as set forth in the Special Conditions. Upon completion of the PROJECT, provided that all obligations of the DEVELOPER under this Developer's Permit Agreement have been fulfilled, the TOWN shall return any unexpended portion of the Performance Bond to the DEVELOPER.
11. The DEVELOPER agrees, if the vote of the Water Pollution Control Authority granting permission to construct the sanitary sewer so provides, to pay the TOWN before starting construction of the sanitary sewer, as a charge in lieu of assessment, an amount of money stipulated in the RESOLUTION that might have been assessed as an outlet charge if the sanitary sewer to be constructed under this Developer's Permit Agreement had instead been laid out and assessed by the TOWN in the construction of previously built sanitary sewers that provided an outlet for the sanitary sewer to be constructed under this Developer's Permit Agreement.
12. The DEVELOPER agrees to complete the construction of the sanitary sewer within the time stipulated in the Special Conditions, after the date hereof, and further agrees that no construction work shall be done thereafter except that, at the option of the TOWN and upon application of the DEVELOPER (with approval of Surety if Surety has been required), this limit may be extended by the TOWN.
13. It is mutually agreed that the TOWN may, at any time, permit persons or entities other than the DEVELOPER to connect to and regularly use the sanitary sewer.
14. 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 sanitary sewer shown on the plans contained herein and resting on or granted to the succeeding owners of said land, as well as on or to the DEVELOPER.
15. The TOWN agrees, by appropriate RESOLUTION of the Water Pollution Control Authority, to accept, acquire title to, and incorporate into the Town's public sanitary sewer system such part or parts of the sanitary sewer built hereunder as are designated in the vote of the Water Pollution Control Authority as set forth within the RESOLUTION, said acceptance to become effective as specified in the acceptance RESOLUTION. Such Water Pollution Control Authority acceptance RESOLUTION may be voted upon recommendation of the Town Manager of the TOWN, or an authorized agent thereof, that the sanitary sewer is in acceptable condition and that all roadways, curbs, walks, and other surfaces and appurtenances disturbed by the work have been acceptably restored or the adequate security, by bond or otherwise, has been furnished to assure such restoration, and that all necessary rights-of-way and/or easements have been conveyed to the TOWN.

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**GENERAL CONDITIONS**

16. In the event that the TOWN does not accept any portion of the sanitary sewer built hereunder pursuant to Section 15 herein, the DEVELOPER agrees to obtain necessary State permits for, and to maintain and operate forever, any such portion of the sanitary sewers, sewage pumping stations, force mains, or other sewer appurtenances.
  
17. The DEVELOPER warrants, for the period of one year after the acceptance of the sanitary sewer by the Water Pollution Control Authority, that the quality of the labor and materials supplied in the construction of the sanitary sewer by the DEVELOPER, as well as all labor and materials provided by any subcontractor or material man, will comply with all standards of the Town of Glastonbury, 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 sanitary sewer by the Water Pollution Control Authority, that it will repair any defect in the sanitary sewer 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 that have been disturbed by the construction, repair, or by any defect in or failure of the sanitary sewer for any additional period that may be required by other governmental authorities having jurisdiction. In the event the DEVELOPER fails to make any other repairs, or fails in any way to carry out any obligations of this Agreement, the DEVELOPER shall be liable to the TOWN for all costs in connection therewith, and the TOWN is authorized to charge said expenses against the DEVELOPER'S Performance Bond or any deposit with the TOWN, or both, and in the event said bond or deposit, or both, is insufficient to reimburse the TOWN, the DEVELOPER agrees to make payment to the TOWN for the balance upon demand.

ADOPTED: March 11, 1981  
EFFECTIVE: March 11, 1981  
REVISED: February 1, 2017 (Insurance Requirements)