

# THE METROPOLITAN DISTRICT

## GUIDANCE MANUAL

### Developer's Permit-Agreements (DPA)

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## INTRODUCTION

The MDC wishes to set forth in detail the steps required for a Developer to secure approval for the construction of a new water or new sanitary sewer main, to understand all financial impacts and commitments, and to fulfill all legal requirements necessary for the agreement. In addition, the roles and requirements of the MDC during the construction and the testing of the new facilities prior to acceptance of the new facilities by the MDC will be explained in various sections of this guidance manual.

All of the requirements to be explained in this manual are authorized by the Ordinances of The Metropolitan District. The authority for the MDC to establish procedures and requirements for connections to its systems, whether water or sewer is set forth in either the Ordinances of The Metropolitan District Relating to Water or the Ordinances of The Metropolitan District Relating to Sewers. All Ordinances of the MDC may be found on the MDC website at <http://themdc.org/district-board/charter-ordinances--by-laws>.

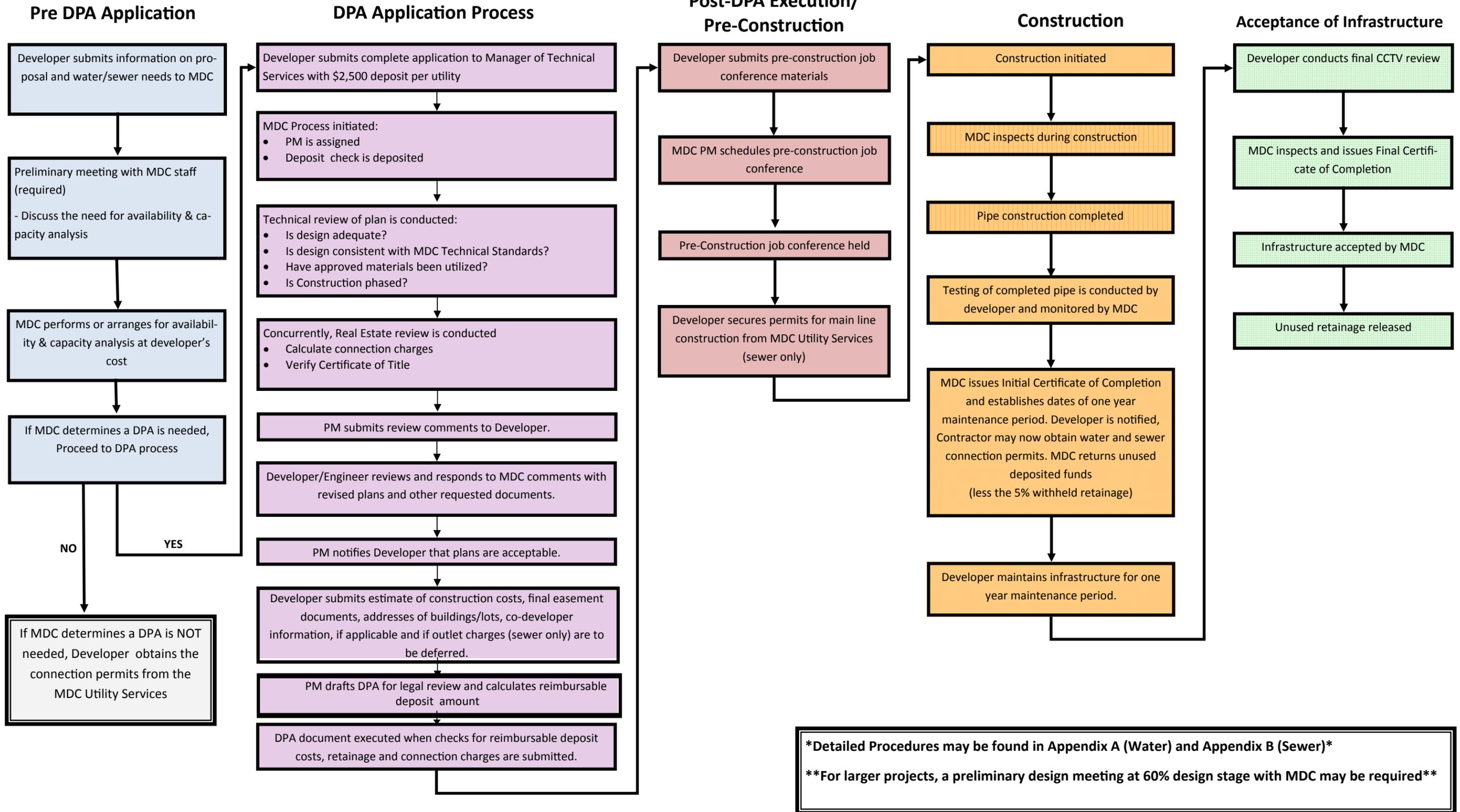
This guidance manual will condense the details in these ordinances into a succinct “how to document” and will provide backup materials in the appendices that can be shared with the Developer’s design engineer and legal counsel. The Ordinances of The Metropolitan District take precedence. The guidance manual has been developed with typical projects in mind. Over time, there are likely to be nuances of projects that are not covered in this manual. However, the MDC is hopeful that the lines of communication have been clearly established such that the nuances can be quickly dealt with.

All Developers are required to attend a preliminary meeting with MDC staff prior to the formal filing of a DPA application. This meeting presents an opportunity to explain the project to the MDC, discuss the proposed schedule, confirm the need for a capacity analysis and review any of the details within this guidance manual that will assist the Developer and its engineer in understanding the processes. To request such a meeting, the Developer should call the Manager of Technical Services. The Manager will then coordinate a meeting with the appropriate MDC staff.

The appendices include all forms, applications, and other directives that will assist the Developer and its engineer during the course of securing a DPA, constructing the project and securing acceptance of the facilities by the MDC. Please review these documents prior to initiating a DPA application as it will facilitate a more complete application and shorten the overall review time. Diligence on behalf of the Developer, its engineer and the staff of the MDC will reduce the amount of time it takes to conclude a DPA. The MDC is committed to achieving this objective with the assistance of the Developer and its engineer.

Point of contact for the MDC prior to the assignment of an MDC Project Manager is the Manager of Technical Services. Upon the assignment of an MDC Project Manager (PM) after the filing of a DPA application, the point of contact will shift to the assigned PM. During construction of the project, the point of contact will shift to Construction Services. The Construction Team will be assigned during the pre-construction job conference.

# DPA FLOW CHART



**\*Detailed Procedures may be found in Appendix A (Water) and Appendix B (Sewer)\***  
**\*\*For larger projects, a preliminary design meeting at 60% design stage with MDC may be required\*\***

## GENERALIZED TIMELINE AND EXPECTATIONS

As presented here, these timelines are a guideline to assist all parties in establishing expectations. Some projects can be completed faster than others due to many factors, including but not limited to, the completeness of the design, compliance with the technical and material standards of the MDC, documentation of easements and establishment of charges and other project deposits.

Step	Typical timeline
Pre-Application Meeting	1 week
Availability and Capacity analysis	6-8 weeks
Application preparation*	4 weeks
Distribution of application and assignment of Project Manager	1 week
Technical reviews and comment period	8-16 weeks (highly dependent upon adequacy of original submittal and complexity of the project)
Execution of DPA	2 weeks
Developer submits job conference materials*	2 weeks
Job conference scheduled and held	1 to 2 weeks
Permit for construction secured	1 week
<b>Overall timeline from initiation of DPA process to the start of construction</b>	<b>27 to 37 weeks</b>
Construction of project	Job specific
Final inspection/approval of completed project and issuance of Initial Certificate of Completion. Return unused deposited funds less 5% retainage.	3 weeks
One-year maintenance period	1 year
Issuance of Final Certificate of Completion and acceptance of project by MDC and return unused retainage held for 1 year	3 to 6 weeks after completion of final paving

\*Strictly within the control of the Developer.

## TECHNICAL AND EASEMENT REVIEW PROCESS

Subsequent to the submittal of a DPA application and the deposit check of \$2,500 (per utility), the Manager of Technical Services assigns a Project Manager (PM). The PM conducts an initial technical review to determine if the DPA Application is adequate. If the DPA submittal is not adequate it may be returned to the applicant for revisions as described by the PM. If the DPA application is adequate, the PM reviews it and forwards copies of the construction plans to other units within MDC for further review. Other units conducting reviews include Utility Services (the unit that provides the permit for the main line construction and house connections), Construction Services (the unit that provides construction oversight including a construction inspector), Operations (the unit that oversees the accepted water and sewer mains), Real Estate (checks titles and easement requirements, determines preliminary connection charges), and Maintenance (if a pump station is involved in the project, as this unit is responsible for the final operation and maintenance of the pump station). The Developer need not coordinate with these other units as this is the responsibility of the PM. The PM will compile all of the comments and submit one review letter and one set of construction plans with comments back to the Developer and the Developer's engineer for responses.

The technical review will cover the following items:

- Is the design consistent with the MDC technical standards? (more on this to come later)
- Does the design reflect the use of only MDC approved materials?
- Has the service area of the infrastructure been adequately identified, including all future service areas, in order to properly size the mainlines? Where MDC will assume ownership at a later date, the facilities must be sized to provide capacity for not only the development under consideration, but also for other areas that logically should be or could be connected in the future. The Developer's engineer should submit a service area map and flow rate projections that identifies other properties that can potentially be serviced by this project. This information, submitted with the application, will also be utilized by the MDC's Real Estate technician to determine necessary easements and charges.

The PM will also forward the construction plans to the MDC's Real Estate Department technician whose responsibilities are to:

- Verify the certificate of title on the subject property.
- Determine if easements are necessary for both the construction and future maintenance of the infrastructure and if so, that proper documentation of the easements are submitted upon receipt of satisfactory, signed

Documents. Real Estate will file the easements on the municipal land records soon after the DPA has been executed.

- Real Estate will review and determine connection charges. Real Estate forwards findings to the PM.
- Real Estate and the District Clerk will review cost sharing agreement, if applicable. The District Clerk will forward any comments on the cost sharing agreement to the developer.

## FISCAL REQUIREMENTS

At the time of the filing of the DPA application, a \$2,500 deposit for each proposed facility (either water or sewer) is required as part of the application. The remainder of the deposit is paid for upon execution of the DPA.

The amount of the charges will be calculated and notification sent to the Developer during the review process of the DPA application.

**Reimbursable Deposit:** Preliminary deposit of \$2,500.00 for each utility (water and sewer) is used to establish an account for all reimbursable charges and retainage. The PM will calculate the expected costs to be incurred by the MDC that are to be recovered from the Developer per Section S3o of the Ordinances of the Metropolitan District Related to Sewers. This total amount calculated is the full deposit used for reimbursable costs.

**5% retainage:** The costs used to determine a 5% retainage is predicated on the estimate of construction costs provided by the Developer and reviewed/modified per the MDC. Any remaining funds from the deposit for reimbursement of staff expenses, excluding the 5% retainage, are returned after the Initial Certificate of Completion is issued and the infrastructure is open for connections. At the end of the one-year maintenance period, upon issuance of the final Certificate of Completion, the 5% retainage (if unused) is returned to the Developer.

**Outlet Charges (Sewer Only):** Per Section S8f of the Ordinances of the Metropolitan District Related to Sewers, outlet charges are established by the Bureau of Public Works for outlet into the District's sewerage system. Outlet charges may be paid at the time of execution of the DPA or deferred until the time that the house connection permits are issued. Current outlet charges can be found on the MDC website: <http://themdc.org/customers/billing-services/rates>

**Deferral of outlet charges (Sewer Only):** The MDC is authorized to defer outlet charges until such time that a property is connected to the sewer. A flat rate per lot or per parcel of land is charged per Section S8f of the Ordinances of the Metropolitan District Related to Sewers. Current rates can be found on the MDC website: <http://themdc.org/customers/billing-services/rates>.

**Connection Charges:** Assessed on properties that have never been served by the District's infrastructure.

**High service charge (Water):** Per Section W9a of the Ordinances of the Metropolitan District Relating to Water Supply, an additional charge is levied if the new mains are within an area designated as a high-service area. Current rates can be found on the MDC website: <http://themdc.org/customers/billing-services/rates>.

**Reimbursement to Developers (Water):** Per the Ordinances of the Metropolitan District relating to Water Supply, the Water Bureau, may at its discretion, include in agreements with developers for the construction of water mains, by and at the expense of such developers, provisions for reimbursement of water connection charges collected, or to be collected, from properties abutting such water main. Such reimbursement not to exceed the cost of construction of such sections of main and shall not be made after ten years from the date of the agreement.

## TECHNICAL STANDARDS

### Technical Standards

Sanitary Sewer design is regulated by the Department of Energy and Environmental Protection. Water infrastructure design is regulated by the Department of Public Health.

#### Water Distribution Main Design Standards

- Gate Valves:
  - Gate valves are normally installed at street lines of intersecting streets. All proposed subdivisions with a potential for expansion must be reviewed to determine if additional valves are required to facilitate future water main extensions.
  - Generally, gate valves are placed every 1,000 feet to reduce the number of customers that will be without water on a shutdown.
  - Gate valves 16" and larger shall be butterfly valves.
  - Gate valve operations shall be to District Standards (see Standard Details).
  - Main line full size gate valves, properly restrained, shall be used before blow offs at the end of each phase when the project is installed in phases.
- Hydrants:
  - Water mains that will supply hydrants shall be at least 8" in diameter.
  - Hydrants shall have a 6" lateral pipe with a 6" gate valve controlling each hydrant. Gate valve operations shall be to District standards (see MDC Standard Details Manual <https://themdc.org/what-we-do/engineering-planning/technical-services>).
  - The Engineer shall contact the appropriate Town authority for locations of hydrants to be installed and shown on plans submitted to the District for design approval. Hydrants shall not be located on the radius of intersecting curb lines.
  - Hydrants are typically 500± feet apart and are normally placed at a side property line.
  - Hydrants shall be installed on the side of the street closest to the water main in the area directly behind the curb or pavement line, normally, 2' from face of curb to center line of hydrant except in Bloomfield and Farmington where they shall be 3'.

- All hydrants, prior to their acceptance and placing in service, shall have concrete collars installed around the barrel, below grade as indicated on the hydrant detail (see MDC Standard Details Manual <https://themdc.org/what-we-do/engineering-planning/technical-services>) and cap chains shall be in place.
- Hydrants shall be red with a yellow bonnet, unless otherwise noted.
- Hydrants shall open counterclockwise and have two 2 ½-inch nozzles and one 4 ½-inch nozzle.
- Hydrants are not to be placed at the end of the main in a cul-de-sac, but rather at or before the P.C. of cul-de-sac.
- Air Valves:
  - Air valves shall be installed at the high point of the water main, if the grade change is over 4' and no hydrant is available near the high point. (See Standard Details for sizing)
    - Each case should be reviewed for required need, since they are used very occasionally (i.e. filling the main and during a shutdown). Hydrants and end blow offs can often be used when located at a high point.
- Chlorination:
  - Use a ¾" x 1" corporation as a sterilization test sample connection at the end of the main or at every 1,200' (per AWWA guidelines, must test every 1,200'). After use, the corporation can be converted to a permanent air valve, or abandoned, at Developer's expense.
  - A corresponding ¾" x 1" corporation must be installed to serve as the injection point for liquid chlorination. For mains 16" in diameter and larger, District Forces will perform the chlorination, unless otherwise noted.
- Blow-Offs:
  - Blow-offs installed on mains 12" and smaller in diameter are to be 4" ductile iron pipe with the proper reducer.
  - Blow-offs installed on mains 16" and larger in diameter are to be 6" ductile iron pipe with the proper reducer.
  - If a temporary blow-off is installed, use a full-size gate valve at the end of construction.
  - The gate valve reducer and 90° bend are to be restrained together with appropriate methods.
  - All blow-offs shall be separated from the gate valve by one full length of pipe or a minimum of 15'. In certain cases, there may be exceptions based on practicality of the installation and physical constraints.
- Main Pipe:
  - Minimum mainline pipe size allowable shall be 6" in diameter.
  - Although seldom used, installation of 6" main may be considered for the following conditions:

- Where less than 600' of main is to be extended and no hydrants will be located on the extension and less than 30 residential dwellings will be served;
    - Where the main is to be installed in a cross street for the primary purpose of water circulation.
  - Typically, the water mains will be installed on the north or west side of the street. Laying line will typically be 5' off the curb line in the roadway. Be aware of proposed storm drains and catch basin conflicts.
  - Water mains will be installed with a minimum clearance from sanitary sewers of 10' horizontally and 18" vertically.
  - Use of thrust blocks will be discouraged where there is a chance they will be disturbed during subsequent construction operations. The District prefers that a restrained joint system be used whenever possible as shown in the Standard Details.
  - Thrust restraint shall be calculated at each fitting, treating such fitting as a "dead-end".
  - Water mains shall be tested to a pressure of 150 psi
  - All distribution water mains shall have a minimum cover of 4.5 feet (54"), unless approved otherwise.
    - Mains that are installed 3.5 feet or less shall be insulated per our Standard Details.
  - Mains may be deflected in accordance with manufacturer allowances.
  - All ductile iron pipe shall be Class 54, double cement lined and all pipe and fittings shall conform to the latest ANSI/AWWA Specification.
  - Although easements should be avoided where possible, the standard minimum width of an easement shall be 20'. Greater widths may be required depending on depth, soil conditions and other varying site conditions.
  - Wye branch fittings shall not be allowed. All branches shall be tees.
- Tapping Gate Valves:
  - When a 12" and smaller tapping gate valve is used for extension of a main, a street line gate valve shall also be installed. The street line gate valve shall serve at the operating valve. Gate boxes shall be installed over both gate valves.
  - MDC Forces are the only entity permitted to work on live water mains, unless otherwise noted. MDC Forces will perform all necessary taps, however, the tapping gate valve shall be furnished and installed by the Developer's contractor.
- Water Services:
  - All water services installed, either on existing mains or with water mains as part of the Developer's Permit Agreement, must be installed under an individual permit from the Utility Services Department.
  - All services 4" and larger, whether for domestic or fire use, shall be provided with a gate valve at the main as well as the property line.

## Sanitary Collection Main Design Standards

Sewer Design – Standard Grades Ft/Ft for Velocity Requirements				
Diameter (in)	CT DPH Recommended Min Grades Vel. <sup>(2)</sup> (Full or ½) 2.0 FPS N= .013	Min Slope (TR-16)	Metropolitan District	
			Min Slope	Usual Max (Vel. <10 FPS)
6 H.C.	0.0065		0.01 <sup>(3)</sup>	0.12
8 <sup>(1)</sup>	0.0040	0.0040	0.004	0.10
10	0.0029	0.0028	0.003	0.07
12	0.0022	0.0022	0.002	0.05
15	0.0016	0.0015	0.0016	0.04
18	0.0012	0.0012	0.0012	0.03
20 or 21	0.0010	0.0010	0.0010	0.025
24	0.0008	0.0008	0.0008	0.020
30		0.00058	0.0005	0.014
36	0.0004	0.00046	0.0004	0.010
42		0.00037	0.00036	0.009
48		0.00030	0.00030	0.007
54			0.00024	0.006
60			0.00020	0.005

<sup>1</sup> Note: The recommended minimum for an 8 inch diameter pipe at a dead end is 0.006.

<sup>2</sup> Note: The grades above are calculated using Manning's Coefficient N= 0.013

<sup>3</sup>Note: A slope of 0.02 is MDC preferred minimum slope for a 6 inch house connection.

- Minimum velocity in siphons shall be 3 feet per second (FPS) sanitary sewage; 5 FPS combined sewage
- Ideal depth of cover in ordinary level land shall be 8 to 9 feet in residential districts; 10 to 11 feet in business districts.
- Minimum depth of cover shall typically be 6 vertical feet.
- Recommended manhole spacing is 300 linear feet. Typical maximum spacing is 375 linear feet.
- A manhole shall be placed at each angle point in the line or grade.
- Although easements should be avoided where possible, the standard minimum width of an easement shall be 20'. Greater widths may be required depending on depth, soil conditions and other varying site conditions.
- Note the datum used on record plans and calculates the proper conversions as necessary.
- It is recommended that the engineer consider investigating site conditions which may alter the design, such as borings to determine groundwater levels or rock location and depth.

## MATERIAL STANDARDS

The overall quality and longevity of any sewerage or water system is a combination of the design, the quality of construction and the quality of the materials utilized. Longevity is a critical issue for any municipality in the development of its wastewater or water infrastructure, which is often the most expensive capital undertaking of any infrastructure that a municipality pursues. Due to its high capital expense and expected design life of over 50 years for sanitary sewers and over 100 years for water mains, the materials utilized in construction are critical to achieving a long design life. To this end, and similar to the technical standards, the MDC has adopted a list of specific materials required to be utilized for all sewerage systems and water systems that are part of the MDC system, whether constructed by the MDC or constructed by others. The MDC Approved Materials List can be found on the MDC website: <http://themdc.org/what-we-do/engineering-planning/technical-services>.

## PRE-CONSTRUCTION JOB CONFERENCE

Following the signing of the DPA, the Developer shall submit all of the job conference requirements applicable to the specific project to the PM prior to the scheduling of the pre-construction job conference. See the appendices for “Pre-Construction Job Conference Submittal Requirements” for the list of documents needed for the job conference. Upon receipt of the documents from the Developer by the PM, the PM will schedule the job conference.

## DOCUMENTS PREPARED BY THE DEVELOPER AND SUBMITTED TO THE MDC

Below is a list of documents to be prepared by the Developer or the Developer’s representatives and supplied to the MDC at various steps in the overall process.

### **Pre-Application Period:**

- Documentation for availability and capacity analysis
- Map of service area

### **Application/Review Period:**

- DPA application
- \$2,500 deposit check(s) per utility -water, sanitary sewer, and storm sewer (Hartford only)
- Four sets of stamped design drawings of the infrastructure; five sets if a pump station is included. Each sheet signed and stamped by the Engineer of Record (EOR). Design Drawings must meet MDC CAD Drawing Standards for scale, font sizes, line types, symbol, plan and profile requirements, etc.
  - Plan sets to include, at a minimum, plan & profile of the existing and proposed impacted utilities, location map (typically 1”=1,000’), standard notes, signature block, and water and sewer standard details. Demolition plans, site plans, landscaping plans, easement plans, etc. may be added as required.

- Documentation of Planning and Zoning approval of the development
- Certificate of Title to the subject property(ies)
- Co-Developer cost sharing agreement, if applicable
- Initial easement documentation
- Two sets of revised design drawings to show changes per comments from MDC. Each sheet signed and stamped by the Engineer of Record (EOR). Design Drawings must meet MDC CAD Drawing Standards for scale, font sizes, line types, symbol, plan and profile requirements, etc.
- Eight sets of final construction plans after MDC accepts the revised construction plans.
- One set of Design Drawings on mylar, each sheet signed and stamped by the Engineer of Record (EOR), and each sheet signed by others as required (may include but not limited to, Fire Marshal, Town/City Engineer, and Developer). Design Drawings must meet MDC CAD Drawing Standards for scale, font sizes, line types, symbol, plan and profile requirements, etc.
- One CD of Design Drawings in two formats. CD must contain the final Design Drawings in AUTOCAD Version 2013 or later, and scanned .pdf files at minimum 200dpi resolution of each sheet containing Engineer stamp and signature. PDF files created through AUTOCAD with an electronic stamp and signature are not acceptable.

**Permit Agreement Period:**

- Estimate of construction costs of the infrastructure
- Determination if outlet charges, as applicable, are to be deferred
- Deposits for estimated MDC incurred costs
- Payment of connection charges
- Copies of final easement documents and map

**Pre-Construction Job Conference:**

- Evidence of proper insurance from contractor. (See appendices)
- Evidence of bonding from contractor, if required by the District
- Copies of municipal and/or state excavation permits
- “Call Before You Dig” assigned numbers
- Contractor’s emergency contact information
- Copies of contractor’s employees P-1 or P-7 licenses
- Name of surveyor and surveyor’s license number
- Identity of contractor’s OSHA competent person
- Addresses of proposed connections to the infrastructure
- Plans for phasing of the construction, if applicable
- Planned start date for construction and anticipated schedule
- Construction materials submittals for review

**Construction Period:**

- Application for main line (sewer only) construction permit, after pre-construction job conference
- Line and grade stake out from Connecticut Licensed Professional Land Surveyor including cut sheets

**Main Line Acceptance Period:**

For sewers:

- CDs of closed-circuit television inspection of sewer
- Low-pressure air test documentation
- Additional deposit for MDC incurred costs, if due

For water:

- Water quality sample results
- Additional deposit for MDC incurred costs, if due

**Connection Period for Water and Sewer:**

- Outlet charges due if not paid (deferred) at time of DPA Contract signing
- Contractor applies for water & sewer house connection permits at Utility Services
- Application of Eligibility Form filled out by Contractor and signed by P-1 or P-7 and Contractor.
- Submit Bond and Insurance information to Utility Services for water & sewer house connections.

**Project Closeout Period Following One Year Maintenance Period:**

- CDs of closed-circuit television inspection of sewer
- Repair of One Year Maintenance Period items (punch list)
- Final easement map (if changes were required due to construction) and easement language description.

## DOCUMENTS TO BE PREPARED BY THE MDC AND OTHER ACTIONS REQUIRED BY THE MDC

Below is a list of documents to be prepared by the MDC and supplied to the Developer at various steps in the overall process and actions required by the MDC.

### **Pre-Application Period:**

- District determines if capacity analysis is required

### **Application Period:**

- PM reviews application materials upon submittal for completeness

### **Review Period:**

- Compilation of all review comments on the design drawings to be returned to the Developer's Engineer for revision
- Determination if a public hearing is required
- Comments on easement documents, if applicable
- Conditional approval letter

### **Permit Agreement Period:**

- Draft of Developer's Permit Agreement document(s)
- Notification of connection and outlet charges
- Request for deposit of MDC estimated costs and any connection charges
- Provide one original copy of the agreement upon execution to both the Developer and the Developer's contractor
- Agenda Map

### **Pre-Construction Job Conference Period:**

- Schedule a pre-construction job conference
- Job conference agenda
- Minutes of job conference

### **Acceptance Period:**

- Notice of deficiency of deposit, if any.
- Notification that connections can be made to infrastructure
- Punch list of items for correction on the project
- Release of any unused deposit funds back to Developer after acceptance of the infrastructure, less the 5% retainage. Any unused retainage shall be returned after 1-year maintenance period.

## ROLES AND RESPONSIBILITIES OF VARIOUS MDC UNITS

To assist with an understanding of the various units within the MDC that Developers will have contact with, a brief description of each unit is provided below along with when in the process the Developer will likely have contact with them.

**District Clerk:** located at MDC Headquarters at 555 Main Street, Hartford, the District Clerk acts as the authorized representative to sign and execute the DPA

**Real Estate:** located at MDC Headquarters at 555 Main Street, Hartford, and working under the supervision of the District Clerk, Real Estate is responsible for determining all charges due to the MDC from the Developer, reviewing the easement documents and filing such documents on the land records once the DPA has been executed.

**Technical Services:** located at MDC Headquarters at 555 Main Street, Hartford, the Manager of Technical Services will assign a Project Manager (PM) upon receipt of the DPA application. The PM is involved throughout the design review as well as the construction of the utility. The PM is the primary contact person for the Developer.

**Utility Services:** located at 125 Maxim Road, Hartford, a representative from Utility Services will be reviewing the construction plans and providing comments to the PM. Utility Services is also involved during the pre-construction conference. The Developer secures permits at the offices of Utility Services for the mainline facility excavation and for connections to the mainline facility. Utility Services will review, approve and inspect connections to the mainline.

**Construction Services:** located at 231 Brainard Road, Hartford, a representative from Construction Services will review construction plans and provide comments to the PM. Construction Services is the primary contact for the Developer during construction. An inspector from Construction Services is assigned to the project at the time of the pre-construction conference and will be responsible for monitoring the construction up until the final pavement is installed. Construction Services is involved with the MDC acceptance of the infrastructure and with the project closeout at the end of the maintenance period.

**Operations:** located at 125 Maxim Road, Hartford, the Repair Department will perform mainline and service taps as scheduled. The Developer's contractor is responsible for excavating the trench around the water main and is reminded that the Repair Department will only enter a safe trench per OSHA standards. It is important to note that the taps can only be arranged through the Developer's contractor and the Repair Department Supervisor; no other entity can schedule this work. Repair department will perform all work on live water mains, as needed.

**Maintenance:** located at 240 Brainard Road, Hartford, the Maintenance Department reviews water and sewer pump station construction drawings and specifications. Subsequent to constructing the pump station, the Maintenance Department will perform a final inspection to ensure the pump station was constructed to District standards. This includes observing the generator load bank test, pump controls and alarm checkout. The Construction Services Inspector will make arrangements with the Maintenance Department Manager when the pump station is ready for final inspection.

## HOW A PROJECT IS ACCEPTED AND THE INFRASTRUCTURE TURNED OVER TO THE MDC

Following the completion of construction of the infrastructure, there is a specific process to be followed that will determine the acceptance of the infrastructure by the MDC. To see the specific steps in more detail, please refer to either the “Procedure for Sewer Main Installation by Developer’s Permit-Agreement Method” or “Procedure for Water Main Installation by Developer’s Permit-Agreement Method”.

### **MDC ACCEPTANCE OF SEWER MAIN**

Upon completion of construction, the sewer main is inspected by closed circuit TV and low-pressure air tested under the supervision of the District’s Inspector. If approved, MDC then issues an initial Certificate of Completion provided the 5% retainage is held by the MDC, which determines the date of the start of the maintenance period. Once the initial Certificate of Completion is issued and the Developer/Contractor has been notified by Construction Services, connections can be made to the sewer.

During the one-year maintenance period, the Developer is responsible for all maintenance of the infrastructure. At the end of the one-year maintenance period, the Developer contacts MDC Construction Services for a final inspection. If any deficiencies are found, a punch list is created which is to be completed by the Developer.

Following the one-year maintenance period, the Developer conducts a second closed circuit TV inspection of the sewer. Upon approval, the Director of Engineering then issues a final Certificate of Completion recommends acceptance of the infrastructure to the Bureau of Public Works.

The matter is then referred to the District Board of Commissioners (“Board”) for final approval. The infrastructure is then accepted, ownership retained by the District, and any remaining funds (retainage) are returned to the Developer.

### **MDC ACCEPTANCE OF WATER MAIN**

Upon completion of construction, the water main is filled, flushed and then disinfected under the supervision of the District’s Inspector. The MDC Inspector then collects samples for analysis. If the samples pass all standards, the MDC issues a partial Certificate of Completion and (provided 5% retainage is held by the MDC) which allows the main to be placed into service and connections made to the main. Construction Services shall notify the Developer/Contractor.

The one-year maintenance period starts upon the issuance of the initial Certificate of Completion. The Developer is responsible for all maintenance of the infrastructure during the period. At the end of this period, the Developer contacts MDC Construction Services for a final inspection. If deficiencies found, the Developer must make the necessary repairs prior to issuance of a final Certificate of Completion.

When approved, the final Certificate of Completion is issued and the water main is accepted as MDC infrastructure. Any remaining funds (retainage) are returned to the Developer.



# APPENDICES

## **Appendix A: Procedures For Water Main Installation by Developer's Permit-Agreement Method**

### **Pre-Application Process**

1. Developer downloads the MDC's Guidance Manual on the requirements of a DPA from the MDC website.
2. Developer is required to conduct a preliminary meeting with appropriate District staff to discuss the project, the application process and the necessity of an availability and capacity analysis of the water supply (determination of capacity analysis is made by MDC). Developer shall contact Manager of Technical Services to schedule the preliminary meeting. Developer to supply preliminary site plan/layout, service area, demands (domestic and fire) and anticipated construction schedule.
3. The Developer shall follow the procedures outlined in the "Availability and Capacity Analysis by the Metropolitan District" in Appendix G.

### **Application Process**

4. In cases of large or complex projects, the Developer should consider submitting a preliminary design review at the 60% design stage prior to the submittal of a DPA application.
5. Developer submits a completed DPA Application Package to the Manager of Technical Services. Application package includes certified deposit check of \$2,500 for water, made out to The MDC, Certificate of Title, four sets of Connecticut Professional Engineer stamped construction plan and profile drawings (five sets of construction plan and profile drawings if the project includes a pump station), documentation of municipal planning and zoning approval of the project and draft easement documents, if applicable.
6. Manager of Technical Services assigns a Project Manager (PM) and transfers application package to assigned PM.
7. PM reviews application package for completeness and technical thoroughness and notifies Developer if any documents are missing. If application package is seriously deficient, PM notifies Developer that review will not commence until deficiencies are corrected.
8. PM provides project information (Name of Developer, Developer's mailing address, name of project, town, whether water mains, sewer or both) to MDC General Accounting and Technical Services creates the project code for job expenses and distributes to Finance, Real Estate, GIS, Operations, Utility Services, etc.
9. PM completes cash receipt memo and sends check(s) to Treasury for deposit into Developer's account.
10. PM distributes construction plans to Maintenance (only if a pump station is included), Utility Services, Construction Services and Operations for review PM forwards the Certificate of Title and easement documents for the subject property to Real Estate.

## Review Process

11. PM conducts technical review of the proposed water distribution system including determination of service area, adequacy of design against MDC adopted technical standards, use of only District approved materials and need for booster pumps.
12. Developer submits co-developer cost sharing agreement, if required.
13. Comments are sent back to the PM from Utility Services, Construction Services, Maintenance (only if a pump station is included) and Operations within the specified schedule.
14. PM creates buff and legal sheet (MDC internal document)
15. PM reviews all comments from inter-department reviews and forwards a compiled comment letter and plan set to Developer's design engineer (with a copy of the letter to the Developer) for requested revisions to the plans.
16. Real Estate verifies Certificate of Title, determines if connection charges and/or high service charges are due, and issues memo to PM and District Clerk on findings.
17. Real Estate reviews easement documentation and easement map, if applicable, and comments back to the PM and the Developer.
18. Developer submits revised easement documentation to PM (one signed and notarized original and one copy of applicable easement documents, one signed and stamped Mylar easement map).
19. Developer's design engineer submits two sets of revised plans to the PM that address all comments.
20. Once plans are satisfactory, PM prepares conditional approval letter and sends to Developer's design engineer for final plans.
21. PM requests agenda map from Technical Services.
22. PM requests from Developer a construction cost estimate of the project to calculate retainage amount. PM reviews and modifies as needed.
23. Developer's design engineer submits one set of Mylar drawings, stamped and signed (with original signatures including Town Engineer and Town Fire Marshall, and eight (8) copied sets to the District PM with a CD containing the AutoCAD drawing file (.dwg) consistent with MDC CADD standards.
24. PM distributes final construction plans and buff and legal sheet (internal District document) to Utility Services, Construction Services, Maintenance (only if a pump station is included) and Operations.

## Permit-Agreement

25. PM estimates MDC costs associated with the DPA for the reimbursement of staff time expended on the project as well as the 5% construction retainage. See Appendix M.

26. PM forwards documentation for final deposit due to District Clerk. PM drafts DPA and cover letter for review by District's Legal Department.
27. District Clerk sends letter to Developer with the DPA agreements for signature and requests final deposit/charges.
28. Developer submits checks for final charges to District Clerk along with property addresses of proposed connections and signs all copies of the DPA. (Signatures of both the Developer and the Developer's contractor are required and need to be notarized). One original fully executed copy is given to the Developer and the District Clerk files the other executed copy.
29. District Clerk sends copy of fully executed agreement and forwards property addresses of future connections of DPA to PM and Utility Services. District Clerk sends cash receipt memo with check(s) to Treasury for deposit.
30. District Clerk directs Real Estate to file final easements on the land records.

### **Pre-Construction**

31. The Developer's job conference requirements are included in Appendix P.
32. Upon receipt of documents for pre-construction job conference by PM from Developer, PM reviews documents for completeness. Once all documents are received in satisfactory form, the PM schedules pre-construction meeting and prepares agenda; invitees include Town Engineer or Director of Public Works as appropriate, Fire Marshal, Developer's contractor, other utilities as necessary and MDC representatives (Utility Services, Construction Services, Maintenance (only if a pump station is included) and Operations). PM sends copy of submitted documents to Construction Services.
33. Construction Services assigns a District Inspector who shall also attend pre-construction job conference.
34. PM conducts pre-construction job conference and verifies that all requirements have been complied with.
35. PM prepares meeting minutes and distributes to all attendees.
36. A start date for construction activity will be established at the pre-construction job conference. Developer shall notify Construction Services Inspector at a minimum of 48 hours in advance if date is modified.

### **Construction**

37. Developer's contractor provides line and grade stakeout and cut sheets per the District's standard.
38. Developer's contractor makes arrangements with Operations Department for work to be performed by District forces. Adequate lead-time, dependent upon the work to be done by

the District forces, is required.

39. Developer's contractor commences construction with Construction Services Inspector present. Throughout construction, Construction Services Inspector is point of contact with Developer's contractor.
40. Construction Services Inspector documents the work each day and secures sign off from Developer's contractor as to the time spent on the job site.
41. Developer's contractor shall prepare a trench in accordance with District Standards and in conformance with OSHA standards for District Operation forces to tap existing main.
42. Construction Services Inspector ensures water system is installed per approved plans.
43. Construction Services Inspector ensures there is adequate compaction of trench backfill up to and including road base per Town/State specifications.

### **MDC Acceptance of Water Main**

44. Upon complete installation of the water main and appurtenances, the water main shall be filled and tested in accordance with the MDC Standard Specifications.
45. The Developer's contractor shall disinfect and flush the water main for water quality in accordance with District disinfection procedures. This work is to be overseen by the Construction Services Inspector.
46. Construction Services Inspector shall take water samples and bring them to the MDC's Water Quality Laboratory for testing.
47. Upon the water main passing all tests, Construction Services deems the water main acceptable for water service connections and drafts an initial Certificate of Completion (Part 1) for signature by the Manager of Construction. Initial Certificate of Completion may be for full system or a portion of the system and may reflect construction sequencing (See Appendix Z).
48. Construction Services completes water main sketches and scans water main sketches and forwards them to Technical Services (GIS) and Utility Services.
49. Construction Services completes hydrant slips; copies forwarded to Operations, GIS and Treasury.
50. MDC Construction Services (survey) performs final measure; disc and field notes forwarded to GIS (GIS to produce record plan and update GIS data base).
51. Construction Services notifies Developer that water service permits may now be applied for and the One Year Maintenance Period has begun as of the date of final inspection.

### **Water Service Connections to Main**

52. Developer's contractor completes application for permits for water service connections at Utility Services.

53. Customer Service establishes a Customer Account No. and Utility Services collects payments for taps from the Developer's Contractor. Upon completion of the aforementioned, Utility Services issues permits for water service connections to qualified contractor(s).
54. Developer is responsible for excavation and backfill/restoration for water service connections. MDC Operations Department performs the taps on the new water main.
55. Utility Services inspects and sketches house connection installations; sketches are scanned into database.
56. Property owner requests meter installation through the Command Center (860-513-3388).

### **Project Closeout Post One Year Maintenance Period**

57. Roadway pavement restoration must be accepted by the Town prior to Project Closeout.
58. The Developer performs non-emergency repairs for defects of the water main for one year. In an emergency, District forces shall make necessary repairs to the water main and bill the Developer's account. The determination as to whether the repair is an emergency is at the sole discretion of the MDC.
59. After the one-year maintenance period, Developer contacts Construction Services to schedule final inspection. The water main must be in acceptable condition (as determined by Construction Services) and the final road pavement must be completed for the main to be recommended for acceptance by the District.
60. Construction Services inspector develops a punch list, if necessary, and sends punch list to the Developer with a copy to PM.
61. When the Developer's Contractor completes the punch list items, Construction Services will verify the work is complete and notifies District Clerk that work is complete.
62. Construction Services completes the final Certificate of Completion and forwards to Finance.
63. General Accounting reconciles all MDC project related costs and notifies District Clerk that either unused funds could be released or that additional funds are due to the MDC. If additional funds are due to the MDC, General Accounting will create a bill and mail the bill to Developer's account. A copy of the bill will be provided to the PM and the District Clerk. When General Accounting confirms receipt of payment, General Accounting submits original final Certificate of Completion to District Clerk.
64. PM contacts the Town Engineer or Director of Public Works to verify acceptance of the roadway, verifies that there are no known claims existing against the District or the Contractor and Real Estate confirms that all easements have been finalized and filed on the land records. District Clerk initials Certificate of Completion and forwards to Director of Engineering.
65. Upon concurrence of District Clerk, General Accounting returns any unused funds to the Developer.

## Appendix B: Procedure For Sewer Main Installation By Developer's Permit-Agreement Method

### **Pre-Application Process**

1. Developer downloads the MDC's Guidance Manual on the requirements of a DPA from the MDC website.
2. Developer is required to conduct a preliminary meeting with appropriate District staff to discuss the project, the application process and the necessity of a capacity analysis of downstream facilities (determination of capacity analysis is made by MDC). Developer shall contact Manager of Technical Services to schedule the preliminary meeting. Developer to supply preliminary site plan/layout, service area, and anticipated construction schedule.
3. The Developer shall follow the procedures outlined in the "Availability and Capacity Analysis by the Metropolitan District" in Appendix G.

### **Application Process**

4. In cases of large or complex projects, the Developer should consider submitting a preliminary design review at the 60% design stage prior to the submittal of a DPA application.
5. Developer submits a completed DPA Application Package to the Manager of Technical Services. Application package includes deposit check of \$2,500 for sewer, made out to The MDC, Certificate of Title, four sets of Connecticut Professional Engineer stamped construction plan and profile drawings (five sets of construction plan and profile drawings if project includes a pump station), documentation of municipal planning and zoning approval of the project and draft easement documents, if applicable.
6. Manager of Technical Services assigns a Project Manager (PM) and transfers application package to the assigned PM.
7. PM reviews application package for completeness and technical thoroughness and notifies Developer if any documents are missing. If application package is seriously deficient, PM notifies Developer that review will not commence until deficiencies are corrected.
8. PM provides project information (Name of Developer, Developer's mailing addresses, name of project, town, whether water mains, sewer or both) to MDC General Accounting and Technical Services creates the project code for job expenses and distributes to Finance, Real Estate, GIS, Operations, Utility Services, Construction Services, etc.
9. Project Manager completes a cash receipt memo and sends with check(s) to Treasury for deposit into Developer's account.
10. PM distributes construction plans to Maintenance (only if a pump station is included), Operations, Utility Services, and Construction Services for review. PM forwards the Certificate of Title and easement documents for the subject property to Real Estate.

## Review Process

11. PM conducts technical review of the proposed sewerage system including determination of service area, adequacy of design against MDC adopted technical standards and use of only District approved materials.
12. Developer submits co-developer cost sharing agreement, if required.
13. If a public hearing is required, District Clerk completes the public hearing process.
14. PM creates buff and legal sheet (MDC internal document).
15. PM reviews all comments from inter-department reviews and forwards a compiled comment letter and marked up plan set to Developer's design engineer with a copy to the Developer for requested revisions to the plans.
16. Real Estate verifies Certificate of Title, determines if connection charges, outlet charges and/or deferred assessments are due, determines if there are any other affected properties and issues memo to PM. PM relays information from Real Estate to Developer and requests a determination from the Developer as to whether the outlet charges will be paid or deferred.
17. Real Estate reviews easement documentation and easement map, if applicable, and submits comments back to the PM and the Developer.
18. Developer submits revised easement documentation to PM (one signed and notarized original and one copy of applicable easement documents, one signed and stamped Mylar easement map and completed).
19. Developer informs PM whether outlet charges will be deferred or not, if applicable.
20. Developer's design engineer submits two sets of revised plans to the PM that address all comments as well as including appropriate notations on the plans if the outlet charges are to be deferred.
21. Once plans are satisfactory, PM prepares conditional approval letter and sends to Developer's design engineer for preparation of final plans.
22. PM requests agenda map from Technical Services.
23. PM requests from Developer a construction cost estimate of the project to calculate retainage amount. PM reviews and modifies as needed.
24. Developer's design engineer submits one (1) stamped and signed (original signatures) set of Mylar drawings, along with eight (8) copied sets to the District (PM) with a CD containing the AutoCAD drawing file (.dwg) consistent with MDC CADD standards.
25. PM distributes final construction plans, agenda map, and buff and legal sheet (internal MDC document) to Utility Services, Construction Services and Maintenance (only if a pump station is included).

## Permit-Agreement

26. PM estimates MDC costs associated with the DPA for the reimbursement of staff time expended on the project as well as the 5% construction retainage. See Appendix M.
27. PM forwards documentation for final deposit due to District Clerk. PM drafts the DPA document and cover letter for review by Legal Department.
28. District Clerk sends letter to Developer with the DPA agreement for signature and requests final deposit/charges.
29. Developer submits checks for final deposit and charges (one for deposit and one for charges) with property addresses of proposed connections to District Clerk and signs all copies of DPAs (signatures of both the Developer and the Developer's contractor are required and need to be notarized.) One original fully executed copy is given to the Developer and the District Clerk files the other original executed copy.
30. District Clerk sends copy of fully executed DPA and forwards property addresses of proposed connections to PM and Utility Services. District Clerk sends cash receipt memo and check(s) to Treasury for deposit.
31. District Clerk directs Real Estate to file final easement documents on the land records.

## Pre-Construction

32. The Developer's job conference requirements are included in Appendix P.
33. Upon receipt of documents for pre-construction job conference, PM reviews documents for completeness. Once all documents are received in satisfactory form, PM schedules pre-construction meeting and prepares agenda; invitees include Town Engineer or Director of Public Works as appropriate, Developer, Developer's contractor, other utilities as necessary and MDC representatives (Utility Services, Construction Services and Maintenance ( if a pump station is included). PM sends copy of submitted documents to Construction Services.
34. Construction Services assigns a District Inspector who shall also attend pre- construction job conference.
35. PM conducts pre-construction job conference and verifies that all requirements have been complied with.
36. A start date for construction activity will be established at the pre-construction job conference. Developer shall notify Construction Services Inspector at a minimum of 48 hours in advance if date is modified.
37. PM prepares meeting minutes and distributes to all attendees.
38. Developer's contractor will obtain main line permit from Utility Services prior to start of construction

## **Construction**

39. Developer's contractor provides line and grade stakeout and cut sheets per the District's standard.
40. Developer's Contractor commences construction with Construction Services Inspector present. Throughout construction, Construction Services Inspector is point of contact with Developer's contractor.
41. Construction Services Inspector documents the work each day and secures sign off from Developer's contractor as to the time spent on the job site.
42. Construction Services Inspector ensures sewer pipe elevations are per approved plans and installation of sewer is per District standards. Main line sewer shall include capped and staked laterals to street line or easement line.
43. Construction Services Inspector ensures there is adequate compaction of trench backfill up to and including road base per Town/State specifications

## **MDC Acceptance of Sewer Main**

44. Upon complete installation of the sewer main and appurtenances, the Developer's contractor shall have the sewer main inspected by closed circuit TV for defects and the presence of debris. If debris is found in the pipe then the Developer's contractor shall be responsible for cleaning the sewer main. Construction Services Inspector can require re-televising line if cleaning was extensive.
45. The Developer's Contractor shall perform a low-pressure air test per District standards as specified in Appendix S. This work is to be overseen by the Construction Services Inspector.
46. Upon passing the low-pressure air test, Construction Services deems the sewer main acceptable for lateral connections and drafts a partial initial Certificate of Completion (Part 1) for signature by the Manager of Construction. Initial Certificate of Completion (Part 1) may be for either the full system or a portion of the system and may reflect construction sequencing.
47. MDC Construction Services completes lateral information on construction plans and forwards them to GIS and Utility Services.
48. Construction Services scans sewer main sketches into database.
49. MDC Construction Services (survey) performs final measure; disc and field notes forwarded to GIS to produce record plan and update GIS data base.
50. The Developer is notified that lateral connection permits may now be applied for and that one-year maintenance period has begun from the date of final inspection.

## **Lateral Connections to Main**

51. When lateral connections are requested, Utility Services collects any outstanding outlet charges (deferred) from Developer or Property Owner.
52. Utility Services issues permits for house connections to qualified contractor(s)
53. Utility Services inspects and sketches house connection installations; sketches are scanned into database.

## **Project Closeout Post One Year Maintenance Period**

54. Roadway pavement must be completed and accepted by the Town prior to Project Closeout.
55. The Developer performs non-emergency repairs for defects of the sewer main for the one-year maintenance period.
56. After the end of the one-year maintenance period, the Developer contacts Construction Services to schedule a final inspection. The sewer main must be in acceptable condition (as determined by Construction Services) for the main to be recommended for acceptance by the District. Also, the final road pavement must be completed for the main to be recommended for acceptance by the District
57. Construction Services Inspector develops a punch list, if necessary, and sends punch list to the Developer with copy to PM.
58. When the Developer's contractor completes the punch list items, Construction Services will verify the work is complete.
59. Developer is then responsible for performing a closed circuit TV inspection in the presence of Construction Services Inspector.
60. Construction Services reviews the CCTV and determines if the sewer is acceptable.
61. When acceptable, Construction Services completes the final Certificate of Completion and forwards to Finance. General Accounting reconciles all MDC project related costs and notifies District Clerk that either unused funds could be released or that additional funds are due to the MDC. If additional funds are due to the MDC, General Accounting will create a bill and mail bill to Developer.
62. When General Accounting confirms receipt of payment, General Accounting submits final Certificate of Completion to District Clerk.
63. When the final Certificate of Completion is sent from General Accounting to the District Clerk confirming that all funds due, if any, have been paid, the District Clerk prepares an agenda item to Bureau of Public Works for acceptance of the sewer main into the District's sewer system (per section S-8g of the Sewer ordinances). BPW's vote is referred to the District Board for final approval.

64. District Clerk sends a letter to the Town Engineer or Director of Public Works verifying acceptance of the roadway, verifies that there are no known claims existing against the District or the Contractor and that all easements have been finalized and filed on the land records. District Clerk initials final Certificate of Completion and forwards to Construction Services.
65. PM forwards original to General Accounting to settle finances, and a copy to Utility Services, Construction Services, Operations, Technical Services (GIS), Real Estate Technician and Maintenance (only if a pump station is included).
  
66. Upon District Board vote to accept the sewer, District Clerk informs General Accounting who then releases any unused funds to the Developer.

## Appendix C: Developer's Permit Agreement Application Form



## Appendix D:Instructions to Developers for Submittal Requirements

## Instructions to Developers for Submittal Requirements under a Developer's Permit-Agreement (DPA)

The Metropolitan District requires the following items for processing a Developer's Permit Agreement for both new water mains and sanitary (or storm sewers within Hartford only) sewers.

### Pre-Application Meeting:

The Metropolitan District requires a pre-application meeting to discuss the overall process, expected timelines, and determination of need for capacity analysis.

### Initial Application Submittal:

1. DPA Application form (attached);
2. Check(s) for \$2,500 deposit for water and \$2,500 deposit for sewer;
3. Four (4) sets of plans depicting all proposed underground utilities; five (5) sets if a water or sewer pump station is included;
4. Certificate of Title (sample attached);
5. Draft easement document and plan, *if required*; and
6. Documentation of Planning & Zoning approval of the project.

If a public hearing is required for a developer's project, The Metropolitan District will notify the developer and schedule a hearing.

**Final Submittal prior to DPA Execution:** Following an engineering review, and upon the MDC's **Conditional Approval** of the proposed facilities, the following items are required:

1. Eight (8) sets of revised plans including any phased construction documentation, including one set of signed and stamped mylars;
2. Final easement document and plan, if required (one signed and notarized original, and one copy signed and Stamped.);
3. Estimate of construction costs of final facilities; and
4. Payment of deposit and any applicable charges to The Metropolitan District and signatures of the developer and contractor on the DPA.
6. Disc containing AutoCad.dxf and .dwg files **showing the latest revisions to the proposed MDC facilities**; and identify the property corners of the subject parcel(s) or lots appearing on the subdivision plan by the proper coordinates on the Connecticut State Plane Coordinate System for use on our Geographic Information Management System;

## Appendix E: Sample Standard Agreement for Water

# PERMIT-AGREEMENT

Add name of development here

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 Water Bureau, duly authorized under the provisions of Ordinances of The Metropolitan District Relating to Water Supply, Chapter W-4, 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 water mains hereinafter described, and the heirs, executors, administrators, successors and assigns of said owner(s) and/or any 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 \_\_\_\_\_ DEVELOPER,  
to construct, under this Permit-Agreement, about \_\_\_feet of \_\_\_\_\_water main

\_\_\_\_\_, in accordance with plans approved by the DISTRICT'S Director of Engineering ("Director of Engineering"), which water main is to be incorporated into the public water 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 is 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; 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 water main and stating the method of sharing those costs with a copy of said agreement filed with the DISTRICT'S District Clerk ("District Clerk").

The water main and any appurtenances referred to above and hereinafter collectively designated the WATER MAIN are shown on the following plans titled and dated \_\_\_\_\_as noted below which plans are incorporated by reference herein and made a part of hereof as if fully set forth herein in their entirety:

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) the review of the project documents including construction plans, easements, preconstruction job conference materials, and insurance certificates, (ii) performance of inspection, supervisory engineering, measuring, testing, and collection of samples and (iii). all other costs or expenses incurred by the DISTRICT prior to the signing of this Permit-Agreement, and 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 frontage charge for connection into the DISTRICT's water distribution system and \$\_\_\_\_\_which sum is determined to be the charge for high pressure service (insert high pressure service charge only if applicable) for the parcels of land set forth on the above referenced plans, with other land identified on such plans to be subject to monetary charges in effect at the time of development or connection.
  - 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 WATER MAIN project but may be more if deemed necessary by the 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 WATER MAIN 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 agrees that in case said retainage proves to be insufficient at any time during the progress of work, further retainage shall be made by the DEVELOPER upon notification and demand by the District Clerk.

- d. Upon acceptance of the WATER MAIN 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 DISTRICT being satisfied.

3. The WATER MAIN is to be completed within \_\_\_\_\_ months of the date hereof. The DEVELOPER shall provide prior written notice to the DISTRICT if the completion date is to be extended along with a 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 WATER MAIN at the DEVELOPER'S own expense and, subject to the terms and conditions herein contained, to accept the WATER MAIN and incorporate the same into the DISTRICT'S public water distribution 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 material men with the right (but not the obligation) to enforce such contracts in the event of a default there- under or by DEVELOPER hereunder.
5. The DEVELOPER shall have the WATER MAIN 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 an ordinance entitled "Ordinances of The Metropolitan District Related to Water Supply" revisions through January 1, 2019 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 ductile iron water pipe and appurtenances. Contractors employed by the DEVELOPER as well as any subcontractors or material men 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. Connections to existing mains shall be made by the DISTRICT at the expense of the DEVELOPER.
8. The DEVELOPER agrees that all hydrants on the WATER MAIN vested to the DISTRICT shall be public hydrants.
9. The DEVELOPER agrees that:
  - a. where a pipe larger than that required for the current project is provided for future development of the general area (recognizing that the minimum pipe size for any water main is 8 inches), the DISTRICT will reimburse the DEVELOPER in accordance with the vote of the Water Bureau authorizing the installation of such larger pipe.
  - b. where a pipe larger than 8" in size is required for the development of an industrial, commercial, or planned development, the DEVELOPER will be required to install the larger pipe, at no cost to the DISTRICT.
10. 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 pipe shall be laid until the street or easement has been brought to subgrade and line and grade stakes set. The DEVELOPER shall indicate by stakes the location and finished grade of all hydrants to be installed as part of this project. In the event that the grade or alignment of the street, curbs, or width of such street or easement shall be changed after the WATER MAIN and hydrants have been installed, the DEVELOPER shall re-lay the WATER MAIN and services including hydrants to the new grades or lines, at no expense to the DISTRICT.
11. 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 or liabilities (statutory or otherwise) claims, demands, actions, causes of action, suits, 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 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.
12. The DEVELOPER shall, in part, secure its obligations under this Permit-Agreement with the DISTRICT by maintaining or cause to be maintaining at the 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 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 aggregate	Not less than \$2,000,000 each occurrence and \$2,000,000;
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 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.

13. If required by the DISTRICT, the DEVELOPER shall furnish to the DISTRICT prior to commencing any work hereunder a performance bond in favor of and acceptable to the DISTRICT, to insure completion and maintenance of the WATER MAIN, said bond being in amount not less than the estimated cost of the WATER MAIN as set forth in Stipulation #2 hereof.
14. Wherever the work will cross the DEVELOPER'S own land not in a duly-accepted public highway or private lands of others, the 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 WATER MAIN, 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.
15. The DEVELOPER shall fill and flush the WATER MAIN after completion of construction and shall disinfect the WATER MAIN in accordance with DISTRICT disinfection procedures.
16. The DEVELOPER shall make no connections to the WATER MAIN until such time as the WATER MAIN has passed all required tests, and water service connection permits have been applied for and received by the DEVELOPER.
17. The DEVELOPER shall maintain the WATER MAIN at its own expense for a period of one (1) year following completion of its construction, as determined by the DISTRICT, and shall repair any defect in the WATER MAIN 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 WATER MAIN 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 WATER MAIN 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.
18. It is mutually agreed that the DISTRICT may at any time permit others other than the DEVELOPER to connect to and regularly use the WATER MAIN.
19. The DEVELOPER agrees that the obligations and privileges herein assumed by DEVELOPER and granted to DEVELOPER shall be obligations and privileges running with the land concerned with or served by the proposed WATER MAIN, and thereby imposed on or granted to the succeeding owners of said land as well.
  20. It is understood and agreed that upon the completion of the work to the satisfaction of the DISTRICT as indicated through the DISTRICT'S issuance of a final Certificate of Completion for the WATER MAIN, all rights and title to, interests in, and ownership of the WATER MAIN shall automatically vest with the DISTRICT, at no expense to the DISTRICT. The WATER MAIN, once vested to the DISTRICT, shall thereafter be maintained by the DISTRICT; and upon such vesting, the DEVELOPER shall be relieved of the liabilities and obligations in Stipulation #17 hereof with respect to the WATER MAIN except that final acceptance of the roadways, curbs, walks, and other surfaces and appurtenances within the highway limits will be by, and as determined by, the governmental authority having jurisdiction and not by the DISTRICT.
  21. 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, 10, 12, 13, 15, 16 and 17 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. .
22. Neither DEVELOPER nor CONTRACTOR shall assign this Permit-Agreement in whole or in part without the

express prior written consent of the DISTRICT, which consent the DISTRICT may withhold in its sole and absolute discretion.

ADDITIONAL OR SPECIAL CLAUSES:

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

The DEVELOPER agrees that upon the completion of the construction of the WATER MAIN it will submit an affidavit stating the total costs thereof including engineering, and an affidavit stating the amounts of money or any consideration paid the DEVELOPER by any other owner who may be served by the WATER MAIN.

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

*Add following to the end of Stipulation #17: If at the end of such maintenance period, the Town of \_\_\_\_\_ has not accepted as public streets the areas of land identified on the above-reference plans as proposed public streets and in which the WATER MAIN or any part thereof is constructed and situated, such maintenance period and DEVELOPER'S obligation to maintain the WATER MAIN shall continue until the Town of \_\_\_\_\_ accepts such areas as public streets.*

*Add following after the word "Completion" in second line of Stipulation #20: "and provided the Town of \_\_\_\_\_ has accepted as public streets those areas of the land identified on the above-referenced plans as proposed public streets and in which the WATER MAIN or any part thereof is constructed and situated"*

Signed in the Presence of:

**CONTRACTOR**

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 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, 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.

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

Signed and Sealed in the Presence of:

**THE DISTRICT**  
By its WATER BUREAU

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

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

On this the \_\_\_\_ day of \_\_\_\_, 2019, before me, \_\_\_\_\_, the undersigned officer, personally appeared John S. Mirtle, who acknowledged himself to be the District Clerk of The DISTRICT, a specially chartered Connecticut municipal corporation, and that he, 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

## Appendix F: Sample Standard Agreement for Sewer

# PERMIT-AGREEMENT

Add name of development here

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

the Bureau of Public Works said acceptance, acquisition and incorporation to become effective as specified in said resolution. Such DISTRICT acceptance resolution may be voted upon recommendation of the Bureau of Public Works after certification by the Director of Engineering that the DEVELOPER has fulfilled all the terms of this Permit-Agreement and that the SEWER, or designated part thereof, has been completed in accordance with the plans and standards of the DISTRICT, and that the SEWER is in acceptable condition at the expiration of the one (1) year maintenance period, and that all roadways, curbs, walks and other surfaces and appurtenances disturbed or damaged 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 easements have been conveyed to the DISTRICT. The SEWER, or designated parts thereof, acquired by DISTRICT resolution shall thereafter be maintained by the DISTRICT; and upon such acquisition, the DEVELOPER shall be relieved of the liabilities and obligations in STIPULATION #14\_hereof with respect to the SEWER or parts thereof actually acquired by the DISTRICT, except that final acceptance of the roadways, curbs, walks, and other surfaces and appurtenances within the highway limits will be by, and as determined by, the governmental authority having jurisdiction and not by the DISTRICT.

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.

ADDITIONAL OR SPECIAL CLAUSES:

*(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.)*

The DEVELOPER agrees that upon the completion of the construction of the SEWER it will submit an affidavit stating the total costs thereof including engineering, and an affidavit stating the amounts of money or any consideration paid the DEVELOPER by any other owner who may be served by the SEWER.

*(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 to the end of Stipulation #14: If at the end of such maintenance period, the Town of \_\_\_\_\_ has not accepted as public streets the areas of land identified on the above-referenced plans as proposed public streets and in which the SEWER or any part thereof is constructed and situated, such maintenance period and DEVELOPER'S obligation to maintain the SEWER shall continue until the Town of \_\_\_\_\_ accepts such areas as public streets.*

*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,"*

Signed in the Presence of:

**CONTRACTOR**

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 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

## Appendix G: Availability and Capacity Analysis Process

## Availability and Capacity Analysis Process

The District requires that this analysis be completed prior to moving forward with a Developer's Permit Agreement or application for a connection permit. An owner and/or developer may be required by their lender, by the MDC, or other entity to obtain a letter from The Metropolitan District stating whether there is, or is not, water service and/or wastewater collection available (adjacent) to the proposed development/redevelopment/change in use (including fire suppression system alternations) site, and if such services are of sufficient capacity for the planned development. The intent of the availability and capacity analysis process is to research the capability of the existing District water distribution system and/or wastewater collection and treatment system (including any pumping stations) to meet the estimated needs for the planned additional residential dwellings or commercial/industrial buildings. Please allow a minimum of four weeks to complete the availability and capacity analysis process.

The availability and capacity analysis process is as follows:

1. A formal request for an availability and capacity analysis is made to Michael Curley, P.E., Manager of Technical Services, 555 Main Street, P.O. Box 800, Hartford, Connecticut 06142-0800.

This request must include:

- The location of the proposed development, including a street address and a location map.
- A \$540.00 check, per utility, payable to The Metropolitan District for administrative fees. The fee will be waived if the analysis is conducted as part of a (future) Developer's Permit-Agreement submission.
- A detailed listing of the water uses and wastewater flow rates within the proposed development, including, but not limited to the following:

### Residential

- The type of dwelling units planned for the development (single-family, townhome, multi-unit, etc.), including lot size and proposed lawn coverage, if irrigation is planned.
- The number of one-bedroom, two-bedroom, three-bedroom, etc. units planned for the development so that the population may be calculated per Department of Public Health guidelines.
- Estimated water usage and wastewater flow rates calculated per DPH design flow guidelines, with average volume per day (gpd) and peak flow (gpm). Flow shall not be calculated using fixture counts.
- The emergency (fire) service flow rate for sprinklers (if applicable). Please note if the flow rate is per unit, per building, etc. Please state if there is no fire service planned.

- The number of fire hydrants proposed within the project limits, and the needed flow rate and duration as calculated by the design engineer and required by the local Fire Marshal.
- Other water uses and sources of wastewater within the planned development, such as irrigation, community buildings (kitchen facilities, rest rooms and/or locker rooms, etc.), swimming pool or other facilities.
- An overall site layout drawing (24" x 36") with contours.
- The maximum elevation and mean elevation of the subject parcel

### **Commercial/Industrial**

- The type of commercial or industrial facility (office, retail, restaurant, hotel, manufacturing, etc.), including lot size and proposed lawn coverage if irrigation is planned.
- The size of the proposed commercial or industrial facility; specifically the number of restrooms planned (office and retail), the number of customers (restaurant), the number of rooms (hotel), the number of employees, etc.
- Estimated water usage and wastewater flow rates calculated per DPH design flow guidelines, with average volume per day (gpd) and peak flow (gpm). Flow shall not be calculated using fixture counts.
- Estimated water usage and wastewater discharges for industrial processes, including peak water usage and peak wastewater flow rates.
- The emergency (fire) service flow rate for sprinklers (if applicable). Please note if the flow rate is per unit, per building, etc. Please state if there is no fire service planned.
- The number of fire hydrants proposed within the project limits, and the needed flow rate and duration as calculated by the design engineer and required by the local Fire Marshal.
- Other water uses and sources of wastewater within the planned development, such as irrigation, community buildings (kitchen facilities, rest rooms and/or locker rooms, etc.), swimming pool or other facilities.
- An overall site layout drawing (24" x 36") with contours.
- The maximum elevation and mean elevation of the subject parcel.

### 2. Fire Flows – Special Considerations

***For additional information regarding Fire Service requirements and design information, please see the MDC Fire Service Guidelines found in the MDC Water Service Connection Manual and on the MDC website:***

<https://themdc.org/what-we-do/engineering-planning/technical-services>

## General

- Due to the particularly large demand characteristics of fire flows compared to domestic water needs, fire flow requires special attention and consideration (whether required for a renovation, a sprinkler conversion, or addition project).
- When specific fire flows are required for planned installations - including sprinklers, fire pump, and/or fire hydrants on site – these flows must be provided by the developers so it may be addressed in the Availability and Capacity request.

## Information Required

- a. Total Fire Flow Demand - The total fire flow demand for the property (the demand of the largest sprinkler system - new OR existing - and hose flow allowance) – as code reviewed by the Fire Marshal.
  - b. Sprinklers – Area sizes, peak flow rates, and types of sprinkler systems on site. This includes both new and existing sprinkler areas (if part of a building expansion/renovation/addition) over the entire property.
    - i. Sprinkler areas
      - Area demand (in gpm)
      - Sprinkler type for each area: a) Wet
        - Early Suppression Fire Response (ESFR)
        - Dry
        - Deluge
  - c. Hydrants - The number of fire hydrants and expected hose allowance for the site.
    - i. Inside Hose Allowance
      - Outside Hose Allowance
      - Hose allowance downstream of pump
  - d. Fire Pump – Fire pump capacity
3. District staff will review the submitted information to determine if the District’s current infrastructure can accommodate the planned water usage and wastewater flow rates. District staff may request additional information as applicable to the particular development and design.
  4. The District will provide a written response if there is, or is not, sufficient availability and capacity to provide the planned development with water service and to convey and treat wastewater from the referenced project, as detailed by the owner and/or developer.

Please note that the pressure and quantity of water service available may vary across a development due to the elevation of specific dwelling units and/or buildings, as well as concurrent water consumption within the development and the surrounding area.

Department of Public Health regulations require that The Metropolitan District provide a minimum water pressure of 25 psi (with 35 psi recommended), and a maximum water pressure of 125 psi (as measured at

the water main). The owner and/or developer may request a hydrant flow test(s) in the vicinity of the subject site to measure the pressure for design purposes. Please indicate in your request if a flow test is planned or has been performed for the site.

Additionally, our analysis does not focus on the technical adequacy of the design; such a review is conducted during the Developer's Permit-Agreement process, as applicable.

## Appendix H: DPA Project Manager's Administrative Progress Checklist

## DPA Project Manager's Administrative Progress Checklist

NAME OF PROJECT:	
Town:	Project Manager:
Job Code:	WBS Element:
Developer:	Developer Contact:
Address:	Email:
Telephone:	Telephone:

Preliminary meeting held ..... Date: \_\_\_\_\_

Capacity analysis required? ..... Yes:  No:

Technical Services determined if capacity is available ..... Yes:  No:

No: PM forwards capacity analysis letter to Developer ..... Date: \_\_\_\_\_

Application submitted by Developer ..... Date: \_\_\_\_\_

Application deemed complete by PM (including deposit, plans, Title, etc.)..... Date: \_\_\_\_\_

PM distributes construction plans to other departments ..... Date: \_\_\_\_\_

Easements deemed required by Real Estate ..... Yes:  No:

Easement documents submitted by Developer ..... Date: \_\_\_\_\_ *or* NA:

Public Hearing required?..... Yes:  No:

Public hearing held, if required ..... Date: \_\_\_\_\_ *or* NA:

Cost sharing agreement required? ..... Yes:  No:

Cost sharing agreement submitted by Developer ..... Date: \_\_\_\_\_ *or* NA:

Design comments from PM sent to Developer..... Date: \_\_\_\_\_

Reimbursement agreement applicable ..... Yes:  No:

High pressure service applicable ..... Yes:  No:

Acceptable revised plans submitted by Developer..... Date: \_\_\_\_\_

Conditional approval letter issued..... Date: \_\_\_\_\_

Final Design Drawings (with Mylar and CD) submitted ..... Date: \_\_\_\_\_

Real Estate determines charges due ..... Date: \_\_\_\_\_

District Clerk informs developer of deposit/charges due ..... Date: \_\_\_\_\_

DPA executed and deposits/charges paid..... Date: \_\_\_\_\_

Buff Legal Sheet, final Design Drawings and Agenda Map distributed by PM..... Date: \_\_\_\_\_

Easements filed on land records by Real Estate ..... Date: \_\_\_\_\_ *or* NA:

Outlet charges deferred? (sewer only)..... Yes:  No:  *or* NA:

Caveats requested from Real Estate (if charges are deferred) ..... Date: \_\_\_\_\_

Preconstruction job conference requirements sent to Developer by PM ..... Date: \_\_\_\_\_

Job conference requirements complete (determined by PM) ..... Date: \_\_\_\_\_

Job conference held..... Date: \_\_\_\_\_

Start of construction..... Date: \_\_\_\_\_

Partial Certificate of Compliance prior to one year maintenance period issued..... Date: \_\_\_\_\_

5% retainage confirmed by Accounting

Start of one year maintenance period..... Date: \_\_\_\_\_

Final inspection following one year maintenance period..... Date: \_\_\_\_\_

Final Certificate of Completion issued ..... Date: \_\_\_\_\_

Project is accepted by Board, if sewer..... Date: \_\_\_\_\_

Unused retainage funds returned to Developer ..... Date: \_\_\_\_\_

## Appendix I: Certificate of Title

# Certificate of Title

\_\_\_\_\_, Connecticut  
\_\_\_\_\_, 20\_\_

To: THE METROPOLITAN DISTRICT

This is to certify that as of the date set forth and as disclosed by the land records of the Town of \_\_\_\_\_, Connecticut, Volume \_\_\_\_\_, Page \_\_\_\_\_, title to the premises situated on the \_\_\_\_\_ side of \_\_\_\_\_ in the Town of \_\_\_\_\_, which are more particularly shown on a certain map entitled:

\_\_\_\_\_

, a copy of which is attached hereto and made a part hereof is vested in:

\_\_\_\_\_

free and clear of all encumbrances except:

- 1) Any and all provisions of any ordinance, municipal regulation or public private law.
- 2) Any taxes, liens, choate or inchoate, that may exist in favor of any taxing authority.
- 3) \_\_\_\_\_  
\_\_\_\_\_

The firm of: \_\_\_\_\_  
\_\_\_\_\_

Attorney-at-Law  
State of Connecticut

**Appendix J:**  
**Sample Cost Sharing Agreement Between Multiple Developers**

INSTALLATION FOR WATER MAIN EXTENSION

00 MAIN STREET, HARTFORD CT 06103

JANUARY 1, 2019

RECITALS:

WHEREAS, ABC DEVELOPMENT, LLC, a Connecticut limited liability company with an office located, 00 Main Street, Hartford CT 06103 (herein, the "Developer") has obtained permission from the Hartford Planning and Zoning and Inland Wetlands Commission for the development of property on the East side of Main Street and located at 00 Main Street, Hartford Connecticut 06103 (herein, the "Property"); and

WHEREAS, Developer plans to service the Property with water mains and or service lines from the Metropolitan District Commission (hereinafter, the "MDC"); and

WHEREAS, 123 DEVELOPMENT, INC. (herein, "123") owns certain property located on the southerly side of Main Street generally opposite to the Property (the "Abutting Property") and will benefit from the development of the Property and the installation of said water mains and/or service lines; and

WHEREAS, Developer and 123 will execute a Co-Developer's Permit -Agreement to assist in the extension and installation of said water mains and/or service lines;

NOW THEREFORE, for the consideration of one or more dollars and the provisions herein contained, Developer and 123 hereby agree and acknowledge that the execution of the Co-Developer's Permit - Agreement by each is subject to the provisions of this Agreement as set forth below, to wit:

The execution of this Agreement shall not obligate any party hereto, other than the Developer, to perform any work or incur any expense concerning the access to, the installation of or the extension of any such water mains and/or service lines. Developer acknowledges that it shall be solely responsible for any expenses (excluding connection charges) or labor involved in accessing and/or extending such mains and/or service lines. Prior to allowing any surveying, engineering or other work or materials on the Abutting Property, Developer shall obtain and present executed lien waivers releasing 123 and the Abutting Property, as applicable, from any claims for payment. Developer shall hold 123 harmless for any claim made as a result of this Agreement, including, but not limited to mechanics' liens which may be filed as a result of the work contemplated herein.

Developer shall assume all responsibility of hiring contractors, communicating with the MDC, performing the above work and restoring any disturbed areas to their original condition as is commercially reasonable.

If Developer shall sell all or any portion of the Property prior to the completion of all construction of the above work and the payment in full of all costs and charges related to the same, it shall obtain an agreement in the nature of an assumption of these obligations from the purchaser or assignee, but nothing contained herein shall relieve Developer from the performance and/or payment of these obligations if such purchaser and/or assignee defaults thereunder.

IN WITNESS WHEREOF, Developer and 123 have executed this Agreement as of the day and year first above written.

ABC DEVELOPMENT, LLC

By:

\_\_\_\_\_  
Its President

123 DEVELOPMENT, INC.

By:

\_\_\_\_\_  
Its President

## Appendix K: Water Main Easement – Example Format

# WATER MAIN EASEMENT

Record and Return to:  
The Metropolitan District  
P.O. Box 800  
555 Main Street  
Hartford, CT 06142-0800

**KNOW ALL MEN BY THESE PRESENTS** That \_\_\_\_\_ of the Town of \_\_\_\_\_, County of Hartford and State of Connecticut (hereinafter collectively referred as the “Grantor”), for the consideration of One Dollar (\$1.00) and other valuable consideration received to their full satisfaction of **THE METROPOLITAN DISTRICT**, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within said State (hereinafter the “Grantee”), do give, grant, bargain, sell and confirm unto the Grantee, its successors and assigns forever a permanent and non-exclusive easement to lay, maintain, operate, construct, use, alter, repair and replace one or more water mains and appurtenances thereto in, through, on and over a certain piece or parcel of Grantor’s land, known as \_\_\_\_\_ in the Town of \_\_\_\_\_, County of Hartford and State of Connecticut, situated on the \_\_\_\_\_ side of \_\_\_\_\_ and shown as the “Proposed 20 Foot Wide Easement” on a certain map or plan entitled; “ \_\_\_\_\_ ” (the “Map”), which Map is on file in the Town Clerk’s Office in said Town of \_\_\_\_\_, Connecticut (the “Easement Area”). The Easement Area is more particularly described on **Schedule A** attached hereto and made a part hereof.

Within the Easement Area described herein, the Grantee shall have the right to construct, maintain, inspect, use, operate, repair and replace one or more water mains and appurtenances thereto, and to enter in and upon the Easement Area, and to pass and re-pass over the Easement Area and excavate therein for said purposes. Said Grantee shall have the right within the Easement Area to keep the same clear of bushes and trees, including but not limited to cutting and removing the same, and to alter any existing watercourse or perform other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said water main or mains, or appurtenances.

The Grantor shall not erect or allow to be erected any building, structure or other improvement, or plant or allow to be planted or grown any large trees within the Easement Area including the surface or subsurface thereof, and Grantor shall not perform or allow to be performed any work or other operations within these areas that may endanger or interfere with said water main or mains or appurtenances, or the operation or maintenance of any of the same.

The Grantor shall not make any change in the grade of the Easement Area greater than twelve (12) inches up or down from the present surface thereof, unless Grantor reimburses



**SCHEDULE A**

**Appendix L: Sewer Easement – Example Format**

## **SANITARY SEWER EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS** That \_\_\_\_\_, a Connecticut limited liability company of the Town of \_\_\_\_\_, County of Hartford and State of Connecticut (hereinafter the "Grantor"), for the consideration of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of **THE METROPOLITAN DISTRICT**, a municipal corporation specially chartered by the General Assembly of the State of Connecticut and having its territorial limits within said State (hereinafter the "Grantee"), does give, grant, bargain, sell and confirm unto the Grantee, its successors and assigns forever a permanent easement to lay, maintain, operate, construct, use, alter, repair and replace a sewer line and appurtenances thereto, in, through, on and over a certain piece or parcel of land of Grantor twenty feet (20') in width situated on the westerly side of \_\_\_\_\_ in the Town of \_\_\_\_\_, County of Hartford and State of Connecticut, and shown as "Title Block of Map" (the "Map"), which Map is on file in the Town Clerk's Office in said Town of \_\_\_\_\_, Connecticut. The Easement Area is more particularly described on **Schedule A** attached hereto and made a part hereof.

Within the Easement Area described herein, the Grantee shall have the right to construct, maintain, inspect, use, operate, repair and replace a sewer and its appurtenances, including manholes, embankments and sewage tanks or valves, and to enter in and upon the Easement Area and to pass and re-pass over the same and excavate therein for said purposes. Said Grantee shall have the right within the Easement Area to keep the same clear of bushes and trees, including but not limited to cutting and removing the same, and to alter any existing watercourse or perform any other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said sewer and appurtenances.

The Grantor shall not erect or allow to be erected any buildings, structures or improvements, except for pavement, sidewalks, curbing or other utilities' infrastructure, or plant or allow to be planted or grown any large trees within the Easement Area or within ten (10) feet of either side of said sewer as it may hereafter be built within the Easement Area, and Grantor shall not perform or allow to be performed any work or other operations within these areas that may endanger or interfere with said sewer or appurtenances, or the operation or maintenance of any of the same.

The Grantor herein reserves the right to itself, its successors and assigns to continue to use the land within which the aforesaid easement has been granted for any uses and purposes which are consistent with the terms of this Sanitary Sewer Easement and shall not in any way interfere

with the use thereof by the Grantee, its successors and assigns, in fulfilling the purposes for which this Sanitary Sewer Easement is granted.

TO HAVE AND TO HOLD the above granted right, privilege and authority unto the said Grantee and its successors and assigns forever, to it and their own proper use and behoof.

IN WITNESS WHEREOF, Grantor has executed this Sanitary Sewer Easement as of this \_\_\_ day of \_\_\_\_\_, 2019.

Signed, sealed and delivered

\_\_\_\_\_  
Witness

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

Its Member  
Duly Authorized

\_\_\_\_\_  
Witness

STATE OF CONNECTICUT    )  
  ) ss: \_\_\_\_\_, Connecticut,       \_\_\_\_\_, 2019  
COUNTY OF                    )

Personally appeared \_\_\_\_\_, Member of \_\_\_\_\_, LLC, hereunto duly authorized signer and sealer of the foregoing easement, and acknowledged the same to be his free act and deed, and the free act and deed of said limited liability company, before me.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

**Easement Area Legal Description**

## Appendix M: Developer's Deposit Calculation



### DEPOSIT CALCULATIONS - DEVELOPER'S PERMIT-AGREEMENT

DPA#:
Project Name:
Developer:
Town:

#### MDC Staff Labor Expenses Unused funds to be returned to developer

Table with 4 columns: MDC Department, Hours, Hourly Rate, Subtotal. Rows include Engineer, Real Estate, GIS/Drafting, Construction Inspection, Survey, Operations, and a TOTAL row with a Sum.

\*To be filled out by the PM just prior to execution of the DPA and shall include all time previously expended plus estimated time for preconstruction conference, construction, inspections and survey.

#### MDC Staff Installation Expenses

Table with 4 columns: Operation, Quantity, Unit Cost, Subtotal. Rows include (i.e. 12"x8" Main Tap) and a TOTAL row with a Sum.

#### Retainage Calculation Unused funds to be returned to developer

Table with 2 columns: Construction Estimate, Lump Sum. Rows include Construction Estimate Provided by Developer, Engineer's Adjustment, Total, and 5% Retainage Due.

#### Total Cost Calculation

Table with 2 columns. Rows include MDC Staff Labor Expenses, MDC Staff Installation Expenses, Retainage Calculation, Subtotal, Less Initial Deposit, and Developer's Deposit Due.

**Appendix N: Requirements for Digital Data Submission for Developer's Permit Agreement**

## Digital Data Submission Requirements

- All digital data shall be submitted in .DWG format on computer media (disc or USB flash drive) to:

The Metropolitan District Engineering & Planning  
 555 Main Street, Post Office Box 800 Hartford, CT 06142-0800  
 (860) 278-7850  
**ATTN** (name of Project Manager):

- Data must be able to be read, accessed and edited in Windows XP and **AutoCad 2013**.
- All data must be submitted in Connecticut State Plane Coordinate System, North American Datum NAVD 88 Vertical Datum.
- All data must include *only* the following information using the indicated layer naming convention, as specified below. Additional layers not specified herein shall not be included with the electronic data submission.

*Failure to provide the digital data as stated may delay the progress of the project.*

<u>FEATURES</u>	<u>LAYER NAME</u>
Existing street lines	X-SL
Proposed street lines	P-SL
Proposed edge of pavement for private streets	P-EOP-PVT
Street names	STREET-TXT
Proposed houses and buildings	P-BLDG
Proposed address numbers and/or unit numbers	P-ADDNUM
Proposed lot numbers	P-LOTNUM
Existing assessor's parcel numbers, if applicable	X-PARCELNUM
Existing property lines	X-PL
Proposed property lines	P-PL
Proposed MDC water utilities	P-WTR
Proposed MDC sanitary sewer utilities	P-SAN
Proposed storm utilities in the City of Hartford	P-STM
Existing easements and encroachments	X-EAS
Easement text	EAS-TXT
Proposed MDC water easements and encroachments	P-WTR-EAS
Proposed MDC sanitary sewer easements and encroachments	P-SAN-EAS
Proposed MDC storm easements in the City of Hartford	P-STM-EAS
Existing watercourses (ponds, brooks, rivers etc.) and detention areas	X-HYDRO
Proposed watercourses (ponds, brooks, rivers etc.) and detention areas	P-HYDRO
Watercourses and detention areas text	HYDRO-TXT
Wetlands	WETLAND
Existing open space	X-OS
Proposed open space	P-OS
Proposed development phase lines	P-PHASE
Existing railroad lines	X-RR

## Appendix O: Pre-Application Meeting Topics

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## Pre-Application Meeting Topics

1. Description of proposed project by developer including:
  - Location
  - Size of development
  - Status of local approvals
  - Estimate of water and or sewer demand needs
  - Fire service needs
  - Schedule for design and construction
2. Will an MDC availability and capacity analysis be required?
  - Is enough information on water usage available to make a determination that capacity analysis is not required?
  - If capacity analysis is required, MDC will:
    - explain needed documentation from developer
    - review the availability and capacity analysis procedure
3. Determination if DPA is required
4. Review of checklist for DPA application
5. MDC standards and materials
6. Determination if easements will be required
7. Outlet charges and reimbursable expenses
8. Determination if a public hearing or co-developer agreement is necessary
9. Estimated timeline for execution of DPA
10. Phasing of construction

**Appendix P: Information Required from Developer Prior to  
Scheduling Pre-Construction Job Conference**

## Information Required from Developer Prior to Scheduling Job Conference

Developer shall submit the following documents and/or information prior to the scheduling of the Pre-Construction Job Conference.

*Failure to provide any of the requested documents will delay scheduling of this conference.*

### Requested Documents/Information:

1. Contractor name, address, contact information, Certificate of Insurance
2. Name and contact information of the Contractor's emergency contact person
3. List of materials and their manufacturer to be installed as selected from the District's Approved Material Lists.  
See <https://themdc.org/what-we-do/engineering-planning/technical-services> for current edition. The list of project specific materials shall be typed on the Contractor's letterhead.
4. Submittals for all non-standard materials (i.e., materials not on the MDC Approved Materials Lists).
5. Call-Before-You-Dig Assigned Number(s)
6. Copies of Contractor's P-1 or P-7 license as well as appropriate plumbing licenses of subcontractors and employees.
7. Name and Title of OSHA-Competent Person
8. Copies of State and/or Town Excavation Permit(s) – As Applicable
9. Name, Contact Information and License Number of Surveyors
10. Proposed Starting Date
11. Estimated Time to Complete Installation of the Water Main and/or Sanitary Sewer
12. Planned Starting Location
13. Proposed Standard Work Hours
14. Any Questions Concerning Metropolitan District Standards and Procedures
15. Description and Plan of any Phasing of this Project

The Contractor shall bring one copy of the approved drawing set (plans, profiles and details) to the Job Conference for their use.

## Appendix Q: Sample Pre-Construction Job Conference Agenda

## Pre-Construction Job Conference – Sewer or Water

Project:		
DPA #:	Town:	Date:

Job code:	Inspection WO#	Survey WO#
Job code:	Inspection WO#	Survey WO#

Contractor:	
Address:	
License #: (P1 or P7)	

Developer:	
Address:	

### OTHER CT LICENSES (P1 – P7) OF SUBCONTRACTORS AND EMPLOYEES

Name:	Lic No:	
Name:	Lic No:	
Name:	Lic No:	

### PERMITS

MDC: \_\_\_\_\_ State: \_\_\_\_\_ Town: \_\_\_\_\_ CBYD: \_\_\_\_\_

### ATTENDANCE & CONTACT INFORMATION:

<u>Name</u>	<u>Company</u>	<u>Phone</u>	<u>Email</u>

## Items for Review/Discussion at Pre-Construction Job Conference

### CONSTRUCTION SCHEDULE:

Planned start date:	Work hours:	Planned Completion Date:
---------------------	-------------	--------------------------

### SITE SAFETY:

Contractor's OSHA Competent Person:	Contact phone #:
-------------------------------------	------------------

- Site Safety is Contractor's responsibility; includes but not limited to trench & confined space
- District Excavation & Trenching Safety Policy (5/17/13) transmitted to Contractor

### MATERIALS:

All Shop Drawings/Product Submittals must be reviewed and approved prior to construction. The latest approved material lists are available at <https://themdc.org/what-we-do/engineering-planning/technical-services>

- All materials approved; if NOT, missing or unacceptable materials:

Missing/unacceptable materials:
---------------------------------

### TRAFFIC:

Traffic control is the contractor's responsibility and subject to local authority or state authority if in a state highway.

### SURVEY:

Offset line, final road or surface grade, benches, cut sheets and all water appurtenances shall be performed by:

Surveyor: \_\_\_\_\_ License #: \_\_\_\_\_

- MDC Survey & Layout Standards given to Contractor

### GENERAL:

- Pavement to be installed per MDC Contract/Town/State DOT requirements
- Trench compaction must be completed prior to testing of all lines
- HO-PAC NOT PERMITTED on water mains

### MAINTENANCE PERIOD:

At the end of the one-year maintenance period for all surface restorations, water appurtenances, and sewer appurtenances will be inspected. Any installed sewer or storm lines shall be CCTV'd at the end of the one year period, witnessed by a representative of the MDC, and approved prior to final release of retainage. Any deficiencies shall be corrected at no expense to the District.

The Contractor should contact Construction Services at 860-278-7850, ext. 3468, to schedule final inspection at end of one-year maintenance period.

**CONNECTION PERMITS:**

Connection permits require 5 working days to process from the date of final inspection

**DISINFECTION:**

MDC Disinfection procedures reviewed with the Contractor

**PHASING OF CONSTRUCTION:**

Any proposed phasing of construction for the purposes of opening portions of the water or sewerage system prior to full completion of the project were reviewed with the Contractor.

**SPECIALTY REQUIREMENTS:**

Are there any special circumstances requiring a specific qualified subcontractor?

**LESSONS LEARNED:**

MDC staff will discuss common issues that arise on DPA projects.

Comments:

## **Appendix R: Sewer Testing & Cleaning**

**Refer to Section 02610 of the MDC Standard Project Manual**

**<https://themdc.org/what-we-do/engineering-planning/technical-services>**

## Appendix S: Television Inspection Requirements

**Refer to Section 02764 of the MDC Standard Project Manual**

<https://themdc.org/what-we-do/engineering-planning/technical-services>

## Appendix T: Excavation and Trenching Safety Policy



## **EXCAVATION AND TRENCHING SAFETY POLICY**

### **PURPOSE**

The purpose of this policy is to assure a uniform and consistent understanding of the District's position regarding imminent danger situations associated with working in excavations and trenches and to establish the procedure to be followed in the event that such a situation occurs.

Imminent danger, as defined by OSHA means: "Any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Act."

### **POLICY STATEMENT**

The prevention of injury to any person working in an excavation or trench is of prime concern. Therefore, the following procedure shall be implemented in every instance where District employees or employees of contractors performing work for the District are engaged in activities covered by 29 CFR 1926, Subpart P.

### **PROCEDURE**

#### **IMMINENT DANGER IN EXCAVATIONS**

1. **ACTION BY MDC EMPLOYEE (OTHER THAN A SUPERVISOR, INSPECTOR OR MANAGER)**

If an employee observes what he/she feels is an imminently dangerous condition, they are to notify their supervisor or designated Competent Person immediately of the specific dangers involved.

2. **ACTION BY INSPECTOR**

If an imminent danger condition is observed by an MDC Inspector or any MDC management person he/she shall:

- a) Request that the individual responsible for safety on the job site (defined by OSHA as the Competent Person) order workers out of the excavation and cause the performance of such work, as required, eliminating the imminent danger condition.
- b) Document the request indicating actions taken and notify their supervisor immediately.
- c) If the Competent Person fails to comply with the request above, the MDC inspector shall order workers out of the excavation, order a halt to the job and call his/her supervisor.

3. **ACTION BY SUPERVISOR**

When notified by an inspector or other MDC representative of an imminent danger condition the supervisor shall:

- a) Review the circumstances surrounding the order to halt the job.
- b) Immediately proceed to the job site to evaluate the conditions.
- c) Call EH&S and request an immediate inspection.

4. **ACTION BY EH&S**

When notified by a supervisor, manager, inspector or other MDC representative of an imminent

danger condition the EH&S representative will:

- a) Verify that the appropriate supervisor has been notified.
- b) Proceed to the job site to make an evaluation of the conditions.
- c) Review all aspects of the condition to determine if all applicable OSHA regulations are being followed.
- d) Call OSHA if further clarification is needed.

## Appendix U: Cut Sheet and Stationing for Manholes

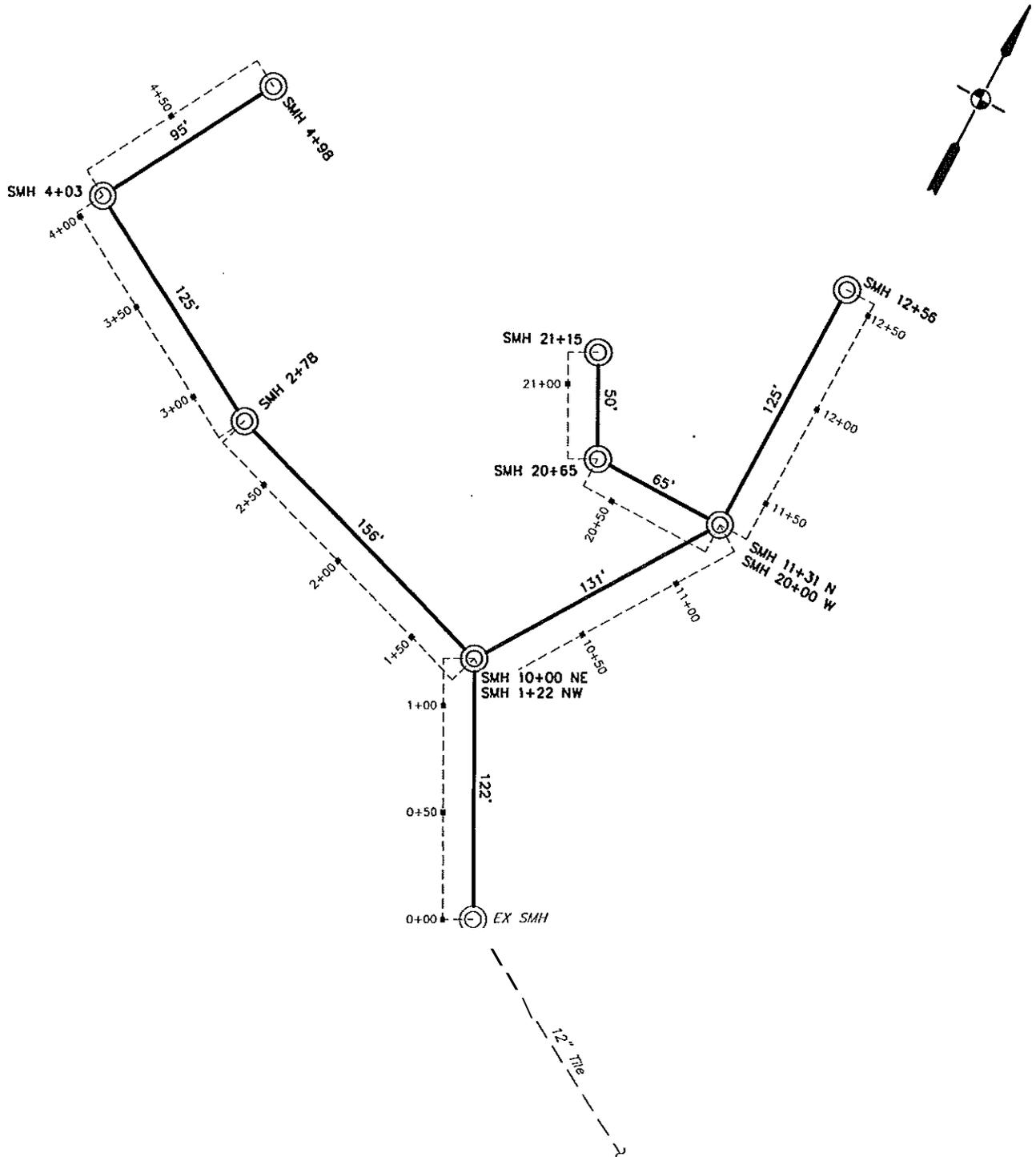


## **Stationing of Manholes for Development Permit-Agreement Projects**

1. Start station 0+00 at existing manhole or first new manhole (if MH is to be constructed over existing sewer).
2. Station consecutively along main portion of sewer to an end manhole.
3. At intersection(s) where the sewer branches *off* in another direction, a different station shall be used other than one that has already been used. The new stationing shall begin with the next even thousand station. Thus, it is possible to have more than one station per manhole. Example Attached: SMH 1+22 NW and SMH 10+00 NE are the same manhole.
4. All offset stakes are to be stationed at even fifty foot (50') intervals. Offset stakes shall be at twenty-five foot (25') intervals when a laser will not to be utilized. Please see grade sheets stationing column for an example.
5. The first stake out of proposed manholes shall be utilized to adjust the stationing to next even 50' interval when the manhole station is not evenly divisible by 50'.  
Example Attached: The first stake from SMH 11+31 N shall be at Sta. 11+50.
6. Street stationing of sewer will NOT be allowed.

# THE METROPOLITAN DISTRICT

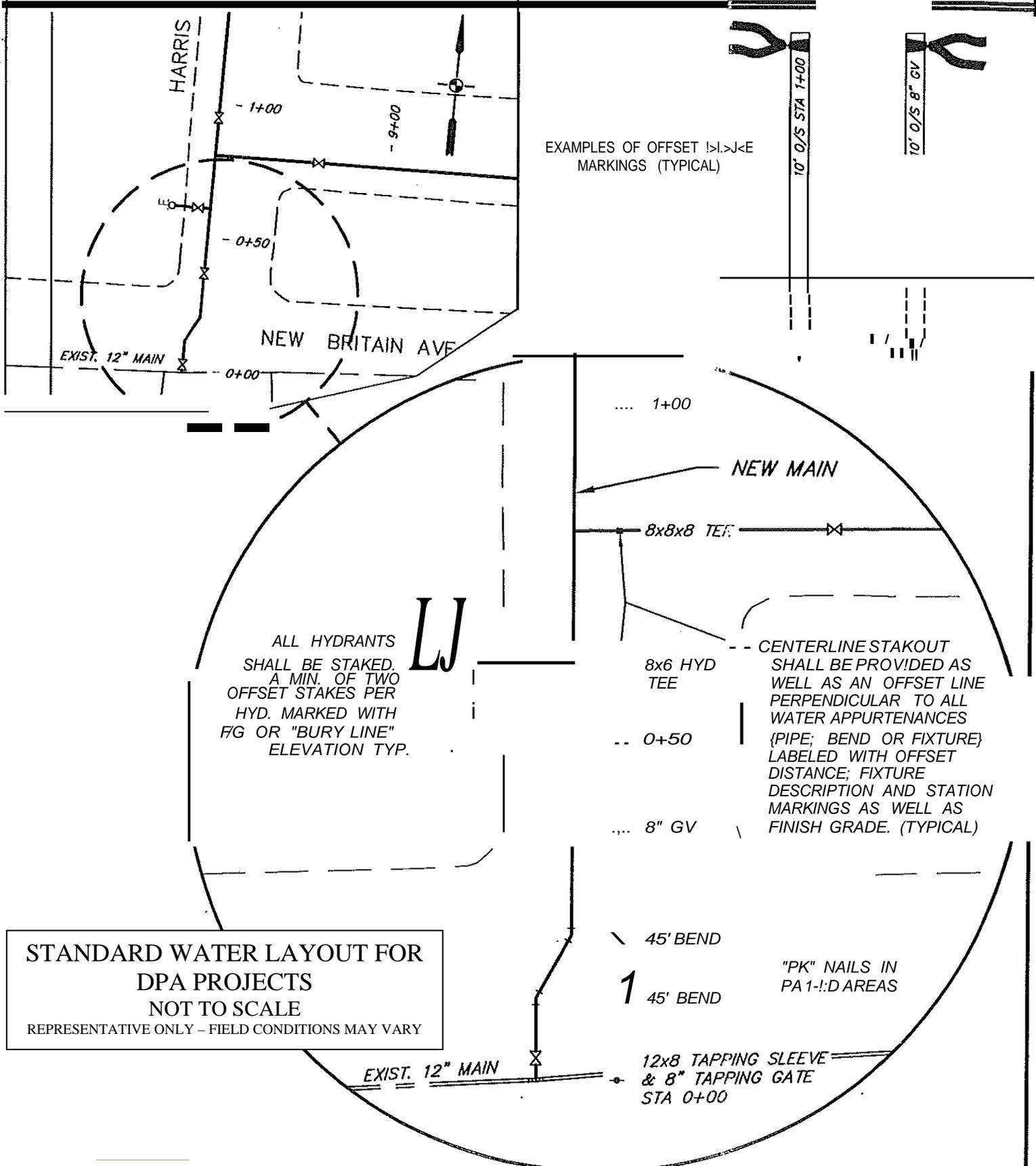
## DPA SEWER INSTALLATION DETAILS



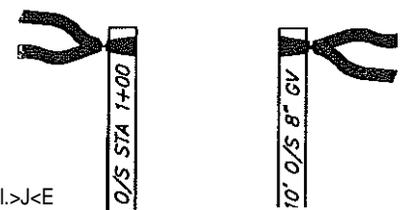
## STANDARD SEWER STATIONING FOR DPA PROJECTS

# THE METROPOLITAN DISTRICT

## DPA WATER INSTALLATION DETAILS



EXAMPLES OF OFFSET MARKINGS (TYPICAL)



ALL HYDRANTS SHALL BE STAKED. A MIN. OF TWO OFFSET STAKES PER HYD. MARKED WITH FG OR "BURY LINE" ELEVATION TYP.

**LW**

NEW MAIN

8x8x8 TEE

8x6 HYD TEE

CENTERLINE STAKOUT SHALL BE PROVIDED AS WELL AS AN OFFSET LINE PERPENDICULAR TO ALL WATER APPURTENANCES {PIPE; BEND OR FIXTURE} LABELED WITH OFFSET DISTANCE; FIXTURE DESCRIPTION AND STATION MARKINGS AS WELL AS FINISH GRADE. (TYPICAL)

0+50

8" GV

45' BEND

1 45' BEND

"PK" NAILS IN PAVED AREAS

EXIST. 12" MAIN

12x8 TAPPING SLEEVE & 8" TAPPING GATE STA 0+00

STANDARD WATER LAYOUT FOR DPA PROJECTS  
NOT TO SCALE  
REPRESENTATIVE ONLY - FIELD CONDITIONS MAY VARY

## Appendix V: Insurance Requirements



## INSURANCE REQUIREMENTS

---

### FOR LICENSE AS A PIPE LAYER, EXCAVATOR OR ELIGIBILITY FOR METROPOLITAN DISTRICT PERMITS

#### Public Water and/or Sewer Main Installation

<b>Commercial General Liability:</b>	Limit of liability not less than \$2,000,000 each occurrence and \$2,000,000 aggregate.
<b>Environmental &amp; Pollution Liability:</b>	Limit of liability not less than \$1,000,000 each occurrence.
<b>Automobile Liability:</b>	Limit of liability not less than \$1,000,000 combined single limit.
<b>Protective Liability: (Owners &amp; Contractors Protective Liability) (OCP)</b>	For and in the name of the District with a per project minimum limit of liability not less than \$1,000,000 each occurrence and \$1,000,000 aggregate.
<b>Umbrella Liability:</b>	Limit of liability not less than \$5,000,000 each occurrence and \$5,000,000 aggregate in excess of Employer's, Commercial General Liability and Automobile Liability.
<b>Workers' Compensation:</b>	As required by Connecticut Law and Employer's Liability with a limit of not less than \$100,000 each occurrence; \$500,000 disease policy limit and \$100,000 disease each employee. <b><u>Owner/Operator Note:</u></b> A letter from your Insurance Agent attesting to the fact that W/C insurance is not mandatory and that you elect not to carry it, will satisfy this requirement.
<b>Additional Insureds:</b>	<u>'The Metropolitan District, any municipality included therein, the State of Connecticut and their respective officers, officials, employees, agents and servants, ATIMA'</u> must be added as additional insureds.

**All of the above requirements must be met prior to issuance of a permit.**

Client#: 60986

METDI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/04/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER, CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A-F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

'The Metropolitan District, any municipality included therein, the State of Connecticut and their respective officers, officials, employees, agents and servants, ATIMA' must be added as additional insureds.

CERTIFICATE HOLDER

CANCELLATION

Sample, SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) 1 of 1 #S456594/M445714

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MCHCT

## **Appendix W: Water Main Disinfection Specifications**

**Refer to Section 02653 of the MDC Standard Project Manual**

**<https://themdc.org/what-we-do/engineering-planning/technical-services>**

## Appendix X: Permit Application – Mainline Sewer and Sewer Lateral Connections

# Permit Application: Mainline Sewer and Sewer Lateral Connections

Permit # \_\_\_\_\_  
 Work at: \_\_\_\_\_ Lot # \_\_\_\_\_  
 on the \_\_\_\_\_ side, in the town of \_\_\_\_\_ Connecticut,  
 between \_\_\_\_\_  
 at premises owned by \_\_\_\_\_  
 whose address is \_\_\_\_\_

Nature of work:	<input type="checkbox"/> House Conn	<input type="checkbox"/> Lot Drain, Catch Basin	<input type="checkbox"/> Main Sewer	<input type="checkbox"/> Backwater Valve
	<input type="checkbox"/> New	<input type="checkbox"/> Repair	<input type="checkbox"/> Bulkhead	<input type="checkbox"/> Utility Drain
Occupancy or use:	<input type="checkbox"/> Residential with _____ family units			
	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Other:	
Public Sewer or Drain is:	<input type="checkbox"/> Sanitary	<input type="checkbox"/> Storm	<input type="checkbox"/> Combined	
	Only the following SEWAGE or DRAINAGE allowed to this connection:			
	<input type="checkbox"/> Sanitary Sewage	<input type="checkbox"/> Other:		
	<input type="checkbox"/> Storm drainage including surface and sub-soil water			

Connection will be made with (type of pipe and how connection is to be made): \_\_\_\_\_

Located: \_\_\_\_\_

Special conditions: \_\_\_\_\_

Data from \_\_\_\_\_ Plan #: \_\_\_\_\_ Required plans, submitted and approved

Job Code: _____	Contractor's State License #: _____
Contract #: _____	Contractor's Insurance Expiration Date: _____
Main Sewer Approved for Connection: <input type="checkbox"/>	Street Excavation Permit #: _____
Sewer Tributary to: _____ WPCF	Call Before You Dig (CBYD) #: _____
Property Assessed for Sewer: <input type="checkbox"/>	Outlet charges paid (Date): _____

Deferred Assessment to become Due and Payable as Requested by Owner on: \_\_\_\_\_  
 Sewer Connection Charge Agreement signed by Owner on: \_\_\_\_\_  
 Voluntary Sewer Lien Signed by Owner and initial Installment Paid on: \_\_\_\_\_  
 Connection charge Paid in Full on: \_\_\_\_\_

Permit to be issued to: \_\_\_\_\_

*The undersigned agrees to perform under District ordinances the work indicated.*

Signed by: \_\_\_\_\_

Permit Issued By: _____	Date: _____
First Inspection: _____	Final Inspection: _____
Called: _____	Called: _____
To Inspect: _____	To Inspect: _____
Final Inspection Approved on: _____	By: _____

**Appendix Y: Application for Eligibility Form for Construction of Sewer Laterals and Water Service Connections**

## Application for Eligibility Form

### Construction of Sewer Laterals and Water Main Service Connections

The undersigned, having read and understood the terms of the Water Service Standard Details Manual and Sanitary Sewer and Storm Drain Connection Manual and Ordinances of The Metropolitan District pertaining to the issuance of permits to drain layers, hereby requests eligibility for sewer connection and/or water service permits in the name indicated herein below and hereby agrees, for himself and partners, or for any corporation in whose name the license or permits are to be issued, to fulfill and be bound by all of the provisions of said manuals and Ordinances, and also to any amendments or additions thereto which may hereafter be made.

\_\_\_\_\_

(Name under which permits will be issued)

\_\_\_\_\_

(Business Address – Street & Town)

\_\_\_\_\_

(Business Telephone)

If business is a Partnership or Corporation, list below the owners, partners, principal officers and/or State Licensee:

Name	Title	Home Address	Home Telephone

Said applicant agrees to notify The Metropolitan District with 24 hours of any change in the employment status of the (partner, officer, associate, employee) listed herein, including persons empowered to sign applications and receive permits as listed on page 2 of this form.

Application is made for:

**ELIGIBILITY FOR SEWER CONNECTION AND WATER SERVICE PERMITS**  
 (for work on private sewers and drains & water services under State of Connecticut)

License No.:	Signed: (Name of Corporation of firm (Seal))
Issued to:	By:
Witness:	Its _____ Duly Authorized (Title)
	Witness:

## To be Completed by Contractor

Persons empowered to sign applications and receive permits for the aforementioned company (**print or type only**):

## Metropolitan District Action

It has been determined that satisfactory Insurance Certification and Bond covering the aforementioned applicant has been filed in this office and the named application has been found in order and accepted on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed (for the MDC – Utility Services)

## Appendix Z: Sample Certificate of Completion for Water



# Certificate of Completion - Water - DPA

of the following facilities which were built under:

DPA Project No.: \_\_\_\_\_

Water Main: (List diameters, linear footage and material types)	_____
--	-------

Project Name: _____	Town: _____
Location: _____	Contractor: _____
Developer: _____	Completion date: _____
Start Date: _____	Main flushed (date): _____
Main filled (date): _____	Sample taken (date): _____
Passed Pressure test (date): _____	Hydrant collars complete: _____
Testing results approved (date): _____	Inspector: _____
Project Manager: _____	

Water sample results attached:     Sketches attached:     Hydrant slips attached:

### Authorization for Connections and/or Use

Recommended for use (date): _____	Construction Services Manager: _____
5% retainage confirmed (date): _____	Controller: _____
Approved for use: _____	Director of Engineering: _____
Accounting confirms retainage and forwards original certificate to Project Manager, and copies District Clerk, Real Estate, Utility Services, Operations, Technical Services and Maintenance (only if pump station is included).	

### End of Maintenance Period

Date of End of Maintenance Period: _____	Controller: _____
Inspection OK by Survey: _____	Date: _____
Inspector: _____	
Punch list items completed: _____	Date: _____
Construction Services Manager: _____	Date: _____

### Financial Closeout

Controller: _____	Date: _____
After all Project costs due to the MDC have been paid and settled, Accounting forwards original Certificate of Completion to PM.	

	DATE	Project Manager/Real Estate
TRENCH SURFACE & PAVING ACCEPTABLE TO TOWN/STATE/OTHERS		
NO KNOWN CLAIMS AGAINST CONTRACTOR OR DISTRICT		
EASEMENTS FILED ON LAND RECORDS		

### Recommend Acceptance

Director of Engineering: _____	Date: _____
Project Manager forwards original of Certificate to Accounting, and copies to District Clerk, Utility Services, Operations, Technical Services and Maintenance (only if pump station is included).	

**Appendix AA: Sample Certificate of Completion for Sewer**



# Certificate of Completion - Sewer & Storm- DPA

of the following facilities which were built under:

Mainline Permit No.: \_\_\_\_\_ DPA Project No.: \_\_\_\_\_

Sanitary/Storm Sewer: (List diameters, linear footage and material types)	
--	--

Project Name: _____	
Partial opening ( ) - Attach sketch	
Location: _____	Town: _____
Developer: _____	Contractor: _____
Start Date: _____	
Contract Completion Date: _____	Extended Contract Completion Date: _____
Inspector: _____	Final Inspection Date: _____
Low pressure air test (date): _____	Closed Circuit TV Inspection (date): _____
Project Manager _____	Inspector: _____

Progress Plan attached:

### Authorization for Connections and/or Use

Recommended for use (date): _____	Construction Services Manager: _____
5% retainage confirmed (date): _____	Controller: _____
Approved for use: _____	Date: _____
	Director of Engineering: _____

Finance confirms retainage and forwards original certificate to Project Manager, and copies District Clerk, Real Estate, Utility Services, Operations, Technical Services and Maintenance (only if pump station is included).

### End of Maintenance Period

Date of End of Maintenance Period: _____	Controller: _____
Inspection OK by Survey: _____	Date: _____
Punch list items completed: _____	Plants (date): _____
	Date: _____
Construction Services Manager: _____	Date: _____

### Financial Closeout

Controller: _____	Date: _____
-------------------	-------------

After all Project costs due to the MDC have been paid and settled, Accounting forwards original Certificate of Completion to PM.

	Date	Project Manager/Real Estate
TRENCH SURFACE & PAVING ACCEPTABLE TO TOWN/STATE/OTHERS		
NO KNOWN CLAIMS AGAINST CONTRACTOR OR DISTRICT		
EASEMENTS FILED ON LAND RECORDS		

### Recommend Acceptance

Director of Engineering: _____	Date: _____
--------------------------------	-------------

Project Manager forwards original of Certificate to Accounting, and copies to District Clerk, Utility Services, Operations, Technical Services and Maintenance (only if pump station is included).

**Appendix BB: Sample Partial Opening Form for Water**



# Partial Opening Form Authorizing Water Service Connections - DPA

of the following facilities which were built under:

DPA Project No.: \_\_\_\_\_

Water Main: (List diameters, linear footage and material types)	
--	--

Project Name: _____	
Location: _____	Town: _____
Developer: _____	Contractor: _____
Substantial Completion (date): _____	Main filled (date): _____
Main flushed (date): _____	Samples taken (date): _____
Passed pressure test (date): _____	Hydrant collars complete (date): _____
Testing results approved (date): _____	Inspector: _____

Water sample results attached:       Sketches attached:       Hydrant slips attached:

### Authorization for Connections and/or Use

Recommended for use (date): _____	Construction Services Manager: _____
5% retainage confirmed (date): _____	Controller: _____
Approved for use: _____      Date: _____	Director of Engineering: _____
Project Manager forwards original form to District Clerk, and copies Real Estate, Accounting, Utility Services, Operations, Technical Services and Maintenance (only if pump station is included).	

Attach plans indicating which portions of the construction has been completed and ready for connections, including which addresses can be connected shown on the plans.

**Appendix CC: Sample Partial Opening Form for Sewer**



# Partial Opening Form Authorizing Connections to Sewer - DPA

of the following facilities which were built under:

Mainline Permit No.: \_\_\_\_\_ DPA Project No.: \_\_\_\_\_

Sanitary/Storm Sewer: (List diameters, linear footage and material types)	
--	--

Project Name: _____	
Partial opening ( ) - Attach sketch	
Location: _____	Town: _____
Developer: _____	Contractor: _____
Start Date: _____	Closed Circuit TV Inspection (date): _____
Substantial Completion Date: _____	Low pressure air test (date): _____
Inspector: _____	

### Authorization for Connections and/or Use

Recommended for use (date): _____	Construction Services Manager: _____
5% retainage confirmed (date): _____	Controller: _____
Approved for use: _____	Date: _____
Director of Engineering: _____	
Project Manager forwards original form to District Clerk, and copies Real Estate, Accounting, Utility Services, Operations, Technical Services and Maintenance (only if pump station is included).	

Attach plans indicating which portions of the construction has been completed and ready for connections, including which addresses can be connected shown on the plans.