ITEM #8

8. As the WPCA, to approve the acceptance for connection and ownership transfer, and authorize incorporation of the Public Portion of the Sanitary Sewer Mainline Extension at Hiawatha Lane in accordance with Section 8, subsection (b) of the Water Pollution Control Authority Permit Agreement, executed on June 16, 2025, between the Town of Westport WPCA and The Village at Saugatuck Owner, LLC.

WESTPORT

DEPARTMENT OF PUBLIC WORKS
TOWN HALL, 110 MYRTLE AVENUE
WESTPORT, CONNECTICUT 06880
(203) 341 1120 www.westportct.gov

September 30, 2026

Mr. Kevin Christie
First Selectman
110 Myrtle Avenue
Westport, CT 06880

Re: Private Sanitary Sewer MLE Acceptance
Hiawatha Lane
The Village at Saugatuck Owner LLC – Owners

Dear Mr. Christie:

Under the terms of a "Water Pollution Control Authority Permit Agreement" executed on June 16, 2025 between the Town of Westport Water Pollution Control Authority (the "WPCA") and The Village at Saugatuck Owner LLC (the "Owner"), The Owner received approvals to extend a privately funded sanitary sewer main line extension ("MLE") in conjunction with their development at 44 Hiawatha Lane. As a condition of the Agreement under Section 8, "Final Approval; Acceptance for Connection; Transfer of Title of Public Portion of Sewer Extension, Subsection (b), "the owner shall offer and submit ownership of the public portion of the sewer extension for acceptance of behalf of the Town".

The "Public Portion of Sewer Extension" is a combination of gravity sewer and low-pressure collection system. The gravity sewer extension is approximately six-hundred and eighty-three linear feet (683') of eight-inch (8") PVC main line with six (6) lateral connection for future service for 5,7,9,11,15,17 Hiawatha Lane. The low-pressure sewer extension is approximately thirteen-hundred and forty feet (1340') made up of 2" and 1-1/2" diameter HDPE pressure piping with twelve (12) lateral connection for future service for 19,21,22,24,26,27,28,29,31,33,36,37 Hiawatha Lane. Under the terms of the sanitary sewer "Permit Agreement", Section 8, "Final Approval; Acceptance for Connection; Transfer of Title of Public Portion of Sewer Extension, Subsection (b) the Town agrees that, by appropriate resolution shall acquire proper title to, and incorporate into the public sewer system.

In correspondence dated August 25, 2026, the owner is offering the completed sewer line to the Water Pollution Control Authority for acceptance and ownership. Whereas the installation has been successfully completed and all required testing results and appurtenant documentation have been submitted and approved, it is the recommendation of this office that the Water Pollution Control Authority formally accept ownership of this mainline sewer extension and authorize incorporation of this facility into the publicly maintained sanitary sewer system.

Respectfully,

Bryan H Thompson

Bryan H. Thompson
WPCA General Manager

G:\Pw_off\SEWER CONTRACTS\PrivateSewerMLEs\Hiawatha Lane\MLE Acceptance 9.30.26.doc

THE VILLAGES AT SAUGATUCK OWNER LLC

August 25, 2026

SENT VIA EMAIL AND OVERNIGHT MAIL

Candice Savin
Assistant Town Attorney
Town of Westport
Town Hall
110 Myrtle Avenue
Westport, CT 06880
Attn: csavin@westportct.gov

Re: Release of Bond and Acceptance of Public Portion of Sewer Extension- 44 Hiawatha Road, Westport

Dear Candice:

In accordance with the provisions of Section 8 of the Permit Agreement between the Town of Westport acting through the Water Pollution Control Authority (the "WPCA") and The Villages at Saugatuck Owner LLC (the "Owner") dated June 16, 2025 (the "Permit Agreement"), the Owner hereby offers and submits ownership of the Public Portion of the Sewer Extension to the WPCA for acceptance on behalf of the Town. As you know, the requisite easement was previously granted to and accepted by the WPCA and has been recorded on the Westport Land Records on July 21, 2026 in Book 4380 Page 1159. Furthermore, based on my colleague's discussion with Bryan Thompson of the WPCA, we believe that the Sewer Extension has been completed in accordance with the requirements of the Permit Agreement. Please note that all capitalized terms in this letter which are not otherwise defined have the meaning ascribed in the Permit Agreement.

We would appreciate it if the Town would arrange for the release of the posted bond since the work has been completed and take the necessary steps to enable WPCA to accept the Sewer Extension and incorporate the Public Portion of the Sewer Extension into the Town's public sewer system, including, without limitation, obtaining the appropriate resolution(s) by the First Selectwoman together with the certification by the WPCA Collection Systems Supervisor as set forth in Section 8(c) of the Permit Agreement.

We would appreciate your providing a copy of any required resolution and/or WPCA certification and confirming the date of the Town's acceptance and acquisition of the Public Portion of the Sewer Extension, at your earliest convenience.

Please feel free to contact me via email at staci@spinrep.com or by phone at (860) 546-8151, should you require further information from the Owner or have any questions.

Regards,

Staci H. Bachman
General Counsel

cc: Alanna Morque via email alanna@spinrep.com
Bryan Thomson via email at BTHOMPSON@westportct.gov

TOWN OF WESTPORT, CONNECTICUT
WATER POLLUTION CONTROL AUTHORITY

PERMIT AGREEMENT

This Permit Agreement ("**Permit Agreement**") is entered into as of the 16th day of June, 2025, by and between the **TOWN OF WESTPORT**, a municipal corporation chartered by the State of Connecticut with an address at 110 Myrtle Avenue, Westport, CT 06880 (the "**Town**") acting herein by its **WATER POLLUTION CONTROL AUTHORITY** (the "**WPCA**"), and **THE VILLAGES AT SAUGATUCK OWNER LLC,** a Delaware limited liability company with an office at c/o Spinnaker Real Estate Partners LLC, 1 North Water Street, Suite 100, South Norwalk, CT 06854 (the "**Owner**").

RECITALS

WHEREAS, the Owner owns the consolidated parcel of land known as 44 Hiawatha Lane, Westport, Connecticut, as set forth and described in Maps 10533 and 10716 recorded on the Westport Land Records ("**44 Hiawatha**") which the Owner is developing into a multi-unit residential development (the "**Development**'), as well as the private roadway known as Hiawatha Lane, as set forth and described on Map 10717 recorded on the Westport Land Records (the "**Private Lane**"). Together, 44 Hiawatha and the Private Lane will be referred to herein as the "**Premises**"; and

WHEREAS, as part of the Development, the Owner has filed applications and submitted plans for a Sewer Permit for construction of a sanitary sewer extension and connection system that includes, among other things, a pump station, a force main, a low-pressure sewer line, a gravity sewer line, laterals, and appurtenances (the "**Sewer Extension**") on the Premises and on Town property, all as shown on certain plans submitted by the Owner to the WPCA for approval, which plans are described in **Attachment A** (the "**Plans**," which Plans are on file with the Town of Westport Department of Public Works Engineering Department and are incorporated herein and made a part hereof); and

WHEREAS, the Plans contemplate that (i) a portion of the Sewer Extension, including the pump station to be constructed on the Premises and the force main and related laterals and appurtenances and as more fully depicted in yellow on Attachment C (the "**Private Portion of the Sewer Extension**") are to be retained by the Owner upon completion and connected to the Town's sewer system, subject to adequate sanitary sewer easements for the benefit of the Town; and (ii) title to the low-pressure sewer line extension and a gravity sewer line extension and related laterals and appurtenances and as more fully depicted in green on Attachment C (the "**Public Portion of the Sewer Extension**") are to be transferred to the Town and incorporated into the public sanitary sewer system, all as shown in the Plans; and

WHEREAS, private sanitary sewer main-line extensions are governed by the Town's and WPCA's Policy Regarding "Private Sanitary Sewer Main-Line Extensions" (the "**Policy**"); and

WHEREAS, the Planning and Zoning Commission issued a positive 8-24 Report for the Sewer Extension on May 12, 2021; and

WHEREAS, the WPCA approved the Sewer Extension on June 18, 2021;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1) **Construction Approval:**

The Town agrees to permit the Owner, through a licensed drain layer employed by the Owner, to construct the Sewer Extension at the Owner's own expense, and in accordance with all of the terms and conditions of this Permit Agreement (including without limitation the Special Conditions attached hereto as **Attachment B**, which is hereby incorporated herein by reference), the Plans, the Policy, approvals of the Town departments, boards and commissions, and all applicable local, state and federal laws, rules, policies and regulations (together, the "**Requirements**"). The WPCA shall have the right to deny, suspend, or revoke the Owner's right to connect any portion of the Sewer Extension to the public sanitary sewer system if there is any breach of or failure to comply with any one or more terms of the Requirements. The Sewer Extension is to be completed within **ONE YEAR** after the date of this Permit Agreement as first set forth above (the "**Deadline**"), subject to Section 7 herein. The estimated cost to the Owner for constructing the entire Sewer Extension is $522,680.00, including the 10% continency and 10% inflation as set forth in the Policy (the "**Estimated Cost**").

2) **Construction Criteria:**

The Owner agrees that the Sewer Extension construction will be completed in every detail by the expiration of the Deadline (as the same may be extended subject to Section 7) and in good and proper manner in accordance with the Plans as approved by the WPCA and with such modifications as are approved by the designated agent of the WPCA (the "**Sewer Work**"). The Sewer Work will be completed under the direction and supervision of the WPCA or its designated agent in accordance with the standard specifications and practices as used by the WPCA, all without expense to the Town, except as hereafter provided. The Owner agrees to retain a professional engineer at its own cost to provide inspection services during all phases of Sewer Extension construction. Upon completion of the Sewer Extension, and prior to release of any bond monies, the professional engineer shall provide to the Town certification that all Sewer Work has been performed in accordance with the approved Plans and other Requirements, documentation of the required on-site inspection, and satisfactory results of sewer line pressure testing and video inspection. The Sewer Extension shall only be used to convey sanitary sewage as defined in the Town's Water Pollution Control Authority Regulations, adopted January 26, 1981, as amended.

3) **Hold Harmless:**

The Owner agrees that it shall at all times indemnify and save harmless the Town, the State of Connecticut, and their respective officers, agents, employees, and officials, from and against any and all claims, damages, losses, litigation, expenses, attorney fees and compensation arising out of injuries (including death) and/or property damage sustained by, or alleged to have been sustained by, (i) the Town, the State of Connecticut, and/or their respective officers, agents, employees, and officials; and/or (ii) the Owner or any of its officers, agents, employees, and officials; and/or (iii) any contractors or subcontractors employed by the Owner, or their respective officers, agents, employees, and officials; and/or (iv) any member of the public, any or all persons on or near the work, or by any other person, caused in whole or in part by the acts or omissions of the Owner, any contractor employed by it or any subcontractor or material man or anyone directly or indirectly

employed by them or any of them while engaged in the performance of any work covered by this Permit Agreement and during any maintenance period specified therein or by any other governmental authority.

4) **Insurance:**

The Owner shall obtain the minimum insurance coverages described below and maintain such coverages for the life of this Permit Agreement, or longer if otherwise required by this Permit Agreement, from a company or companies with an A.M. Best rating of A- (VII) or better. All insurance shall be carried with insurers authorized to do business in the State of Connecticut. Such insurance shall protect the Town from claims that may arise out of or result from, or may be alleged to arise out of or result from, the Owner's obligations under this Permit Agreement and/or from the obligations of any subcontractor and/or any other person or entity directly or indirectly employed by said Owner and/or by anyone for whose acts said Owner may be liable. Owner must require that all sub-contractors, agents and assigns procure and maintain sufficient insurance protection. Owner shall not perform any work under this Permit Agreement unless and until all insurance required of Owner has been procured and approved by the Town and remains in effect.

Before the execution of this Permit Agreement by the Town, the Owner shall provide the Town with a certificate of insurance for each policy required by this Permit Agreement. The Owner shall provide an updated certificate of insurance at least 30 days before any renewal of any such coverage. The certificate shall require notice of cancellation to the Town according to policy provisions.

A. Workers Compensation:

Owner shall provide statutory workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of $500,000 each accident and bodily injury by disease of $500,000 including a waiver of subrogation in favor of the Town if and when Owner maintains any employees.

B. Commercial General Liability Insurance:

Owner shall provide commercial general liability insurance including products and completed operations and including XCU coverage. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of $1,000,000; Personal & advertising injury limit of $1,000,000 per occurrence; General aggregate limit of $2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of $2,000,000.

- Coverage shall continue three (3) years after the completion of the work.
- The policy shall name the Town as an additional insured and include ISO Form CG 2010 (04/13) and CG 2037 (04/13) or equivalent.
- Such coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the Town.
- The policy shall contain a waiver of subrogation in favor of the Town.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and Owner.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.

- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

If and when any automobiles are owned, Owner shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of $1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

D. Umbrella or Excess Liability Insurance:

Owner shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (A) through (C) above. Such policy shall contain limits of liability in the amount of $5,000,000 each occurrence and $5,000,000 in the aggregate.

The Additional Insured requirements of each policy shall cover such full amount of coverage.

5) **Performance Bond:**

The Owner agrees that it will furnish, before this Permit Agreement is executed by the Town, a Performance Bond in favor of and acceptable to the Town Attorney, to ensure completion of the Sewer Extension in accordance with this Permit Agreement. Said bond shall be an amount not less than the Estimated Cost as defined in Section 1 above. Upon acceptance of the Sewer Extension by the WPCA, the Performance Bond shall be released.

6) **Easements:**

The Owner agrees that, wherever the work crosses its own land not in a duly accepted public highway, it will convey to the Town adequate easements, prior to Town acceptance and connection of the Sewer Extension, for both the Public Portion of the Sewer Extension and the Private Portion of the Sewer Extension. The terms of any and all such easements shall be subject to the approval of the Town Attorney. The easement for the Private Portion of the Sewer Extension shall include without limitation the hold harmless, insurance, escrow, perpetual maintenance, non-connection, and succession obligations of this Permit Agreement.

7) **Deadline for Acceptance:**

In accordance with the Policy, the Sewer Extension must be accepted by the WPCA before the Deadline, except that, at the option of the Town and upon application of the Owner (with approval of the Surety), this limit may be extended by the WPCA.

8) **Final Approval; Acceptance for Connection; Transfer of Title of Public Portion of Sewer Extension**

(a) Upon completion of the construction of the Sewer Extension and prior to submitting any applications for a Sanitary Sewer Connection Permit, the Owner shall deliver to the Town all of the items listed in Section 4 of the Special Conditions and shall apply to the WPCA for acceptance and approval of the Sewer Extension.

(b) As a condition of acceptance and authorization for use of the Sewer Extension, the Owner shall offer and submit ownership of the Public Portion of the Sewer Extension to the WPCA for acceptance on behalf of the Town. Acquisition of the Public Portion of the

Sewer Extension shall be concurrent with the authorization for use of the Sewer Extension, unless otherwise approved by the WPCA. By appropriate resolution(s) recommended by the First Selectwoman upon certification by the WPCA Collection Systems Supervisor as provide in (c) below, the WPCA shall accept the Sewer Extension, and shall acquire proper title to and incorporate into the Town's public sewer system the Public Portion of the Sewer Extension. The Public Portion of the Sewer Extension shall include such items and components as are specified herein. Said acquisition of the Public Portion of the Sewer Extension shall become effective as specified in such resolution. The Owner shall execute such documents and take such further action as the Town may deem reasonably necessary to appropriately document such transfer of title once accepted by the WPCA.

(c) Approval and acceptance by the WPCA of the Sewer Extension, and acquisition by the WPCA of the Public Portion of the Sewer Extension, may be voted upon by the WPCA only after certification by the WPCA Collection Systems Supervisor that the Owner has fulfilled all of the terms and conditions of this Permit Agreement; that the Sewer Extension has been completed in accordance with the Plans and other Requirements; that the Sewer Extension is in acceptable condition; that all roadways, curbs, walks, and other surfaces and appurtenances damaged or disturbed by the Sewer 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 properly executed and conveyed to the Town to the satisfaction of the Town Attorney. Upon such certification by the Town Engineer, the WPCA shall approve and accept the Sewer Extension and acquire the Public Portion of the Sewer Extension.

(d) The Sewer Extension must be approved and accepted by the WPCA, and the Public Portion of the Sewer Extension shall be acquired by the WPCA, prior to the Owner's applying for a Sanitary Sewer Connection Permit with the Department of Public Works with respect to the Sewer Extension. No buildings are to be connected to the new Sewer Extension until all other conditions of this Permit Agreement have been met to the satisfaction of the WPCA.

9) **Owner's Perpetual Maintenance and Repair Obligations for Private Portion of the Sewer Extension.**

Pursuant to an easement that shall be recorded on the Westport land records following acceptance of the Sewer Extension by the WPCA, the Owner and its successors and assigns shall maintain and repair the Private Portion of the Sewer Extension and all its appurtenances at its own expense in perpetuity and will at all times comply with all federal, state, and local laws, rules and regulations, including but not limited to the Policy, relative to the maintenance and repair of such Private Portion of the Sewer Extension. In addition, the Owner shall maintain and repair the roadways, curbs, walks, and other surfaces and appurtenances within the public and private highway limits that have been or may at any time be disturbed by the construction or maintenance of the Sewer Extension, in perpetuity.

If the Owner fails in any way to carry out any of its maintenance or repair obligations, and if the Town incurs any expense as a result of an emergency response, the Town shall be reimbursed for said expenses from the Perpetual Maintenance Escrow Account described in Section 4(E) of the Special Conditions, as determined by the Town in its sole discretion. If the amount of the escrow account is insufficient to reimburse the Town for its expenses, any deficiency payment shall be made by the Owner or its successors or assigns. This paragraph shall not contractually obligate the Town to perform any repair and maintenance on the Private Portion of the Sewer Extension.

10) **No Extension of Use of Private Portion of the Sewer Extension.**

The Owner shall not allow others to connect to or utilize the Private Portion of the Sewer Extension. Upon the Town's acceptance of title to the Public Portion of the Sewer Extension, the Town may and intends to allow connection of others to the Public Portion of the Sewer Extension from time to time in the Town's sole discretion and sole expense.

11) **Succession:**

This Permit Agreement shall be binding upon and inure the benefit of the Town and the Owner and their respective successors and assigns until the Sewer Extension is accepted by the WPCA. The Owner agrees that all obligations and privileges herein assumed by the Owner and granted to it shall be obligations and privileges running with the Owner's land concerned with or served by the proposed Sewer Extension and shall be obligations and privileges of all succeeding owners of said land until acceptance of the Sewer Extension by the WPCA.

12) **Miscellaneous**:

This Permit Agreement may not be amended or modified except by written instrument duly executed by both parties or their successors or assigns. No waiver of any provision of any of this Permit Agreement shall be effective unless it is in writing and signed by the Town. This Permit Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to application of its conflicts of laws principles that would require the application of any other law. The Recitals above are an integral part of this Permit Agreement and are incorporated herein by reference as if set forth here and are binding on the parties. If any provision of this Permit Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Permit Agreement shall continue in full force and effect. This Permit Agreement contains the complete and exclusive statement of the agreements and understandings of the parties, and supersedes all prior agreements, understandings, communications or proposals, oral or written, relating to the subject matter of this Permit Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Permit Agreement this ___day of June, 2025.

THE VILLAGES AT SAUGATUCK OWNER LLC

Witness

Print Name: Kimberly Mc Cormack

By

Print Name: CLAYTON W FOWLER

Print Title: MANAGER

Witness

Print Name: Alanna Morque

STATE OF CONNECTICUT)
) ss. Westport, A.D.
COUNTY OF FAIRFIELD)

Personally appeared Clayton W Fowler, who having acknowledged himself to be duly authorized to execute contracts and so bind **THE VILLAGES AT SAUGATUCK OWNER LLC**, executed the foregoing instrument, and acknowledged the same to be his free act and deed and the free act and deed of The Villages at Saugatuck Owner LLC, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires 5/31/2030

KIMBERLY ANN MC CORMACK
Notary Public
Connecticut
My Commission Expires May 31, 2030

ON BEHALF OF THE TOWN OF WESTPORT
WATER POLLUTION CONTROL AUTHORITY

Witness

By _____
Jennifer S. Tooker, First Selectwoman

Print Name: Eileen Francis

Witness

Print Name: Sara Aman

STATE OF CONNECTICUT)
) ss. Westport, June 26 A.D. 2025
COUNTY OF FAIRFIELD)

Personally appeared **Jennifer S. Tooker**, who acknowledged himself to be the **FIRST SELECTWOMAN** of the **TOWN OF WESTPORT**, and being duly authorized to do so, executed the foregoing instrument, and acknowledged the same to be his free act and will before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires

Eileen P. Francis
Notary Public-Connecticut
My Commission Expires
October 31, 2026

ATTACHMENT A

SEWER EXTENSION PLANS

The Pumping Station, Gravity Sewer Main, Force Main, Laterals and appurtenances referred to in this Permit Agreement as the "Sewer Extension" are shown on the following plans:

Prepared for:	THE VILLAGES AT SAUGATUCK OWNER, LLC
Project Location:	The consolidated premises known as 44 Hiawatha Lane, Westport, CT (refer to Map #10533 on the Westport Land Records) and the Private Lane
Prepared by:	Redniss & Mead

and are entitled:

1. "SITE DEVELOPMENT PLAN", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-1, Dated 12/15/2021; LAST REVISED 05/22/25

2. "SITE DEVELOPMENT PLAN", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-2, Dated 12/15/2021; LAST REVISED 05/22/25

3. "CULVERT REPLACEMENT PLAN", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-3, Dated 12/07/2021; LAST REVISED 05/22/25

4. "DETAILS", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS,
   Sheet SE-4, Dated 12/07/2021; LAST REVISED 05/22/25

5. "PUMP STATION DETAILS", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-5, Dated 12/15/2021; LAST REVISED 02/07/2022

6. "PUMP STATION DETAILS", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-6, Dated 12/15/2021; REVISED 02/07/2022

7. "WATER SERVICE DETAILS, Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-7, Dated 12/15/2021; LAST REVISED 02/07/2022

8. "SECTIONS, Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-8, Dated 12/15/2021; LAST REVISED 05/22/2025

9. "HEADWALL DETAILS", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-9, Dated 02/07/2022

10. "SEDIMENT & EROSION CONTROL PLAN", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-10, Dated 02/07/2022

11. "SANITARY SEWER PROFILES", Depicting THE VILLAGE AT SAUGATUCK OFFSITE UTILITY IMPROVEMENTS, Sheet SE-11, Dated 02/09/2022, LAST REVISED 05/22/25

The above plans are on file in the Public Works Engineering Office of the Town of Westport.

ATTACHMENT B

SPECIAL CONDITIONS

1) Prior to the execution of this Permit Agreement by the Town, the Owner must provide the Town with the following materials at no cost to the Town:
   A. Proof of Insurance as required by Section 4
   B. Performance Bond as required by Section 5
   C. One (1) copy of the design drawings in a computer format compatible with the Town's system
   D. The following fees have been previously paid, and no further payments are owing from Owner for these three items:
      I. Main Line Extension (MLE) Permit Fee of **$6,532.00** ($250.00 + $2.00/linear foot of main line sewer)
      II. I&I Abatement Fee of **$679,899.00**
      III. Special Assessment Policy for Pump Station #2 Capacity Upgrade of **$99,349.00**

2) Prior to the initiation of construction, the Owner shall arrange a pre-construction meeting with the Public Works Staff and appropriate public utilities to define the construction inspection schedule. All necessary permits must be secured by the Owner prior to the initiation of construction activities.

3) All construction shall be at the expense of the Owner.

4) Upon completion of construction and prior to acceptance of the Sewer Extension by the WPCA, the Owner must provide the Town of Westport with the following materials at no cost to the Town:

   A. "As-Built" Plans for all portions of the Sewer Extension. One (1) set of Mylar plans and one electronic copy in AutoCAD DWG format are required. Set should include but not limited to:
      I. Key Map
      II. Coordinate Map, NAD 83 (All new structures)
      III. Plan and Profile, NAVD 88
      IV. Lateral tie-cards (to Town Standards, sample available upon request).

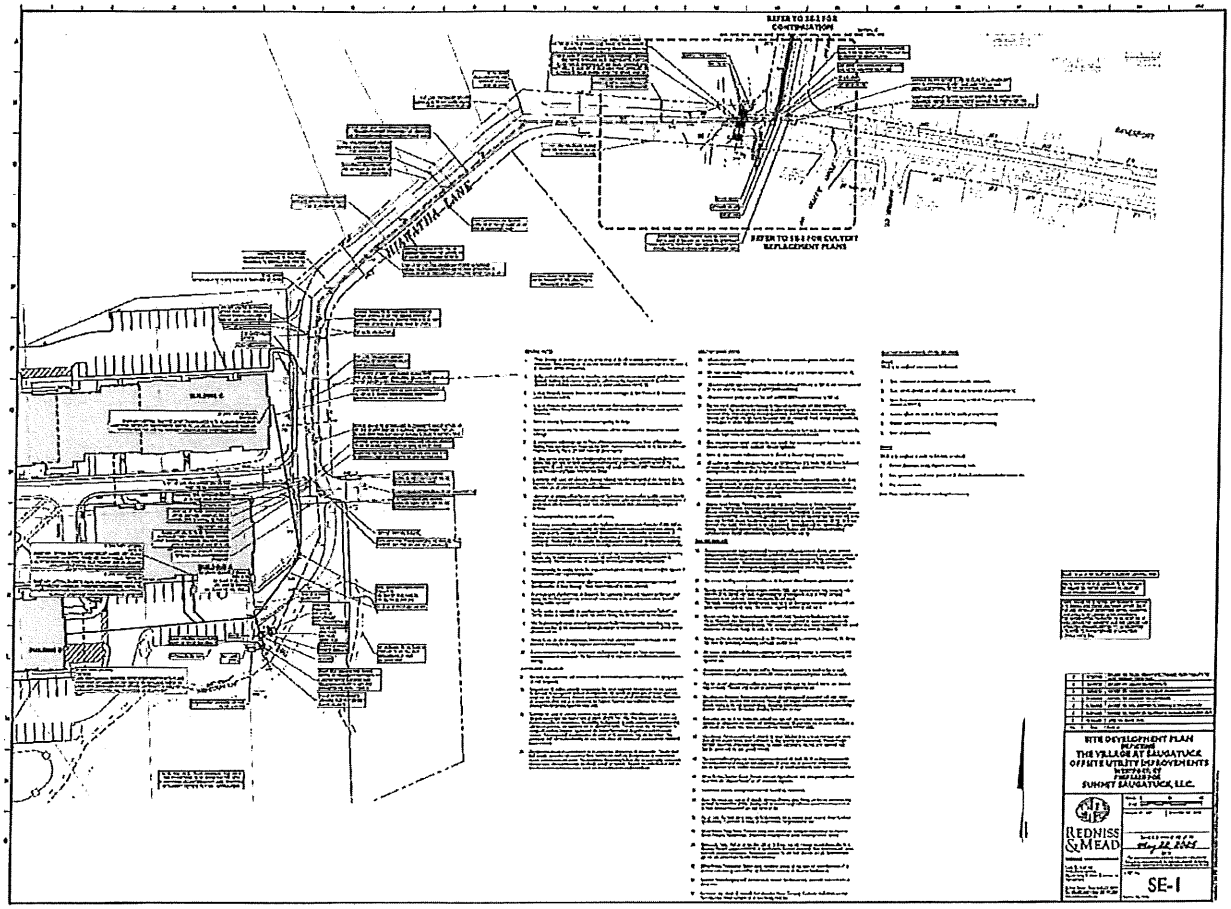
   B. A "Letter of Satisfactory Completion" from a Licensed Professional Engineer confirming that construction has been in conformance with the approved Plans and accepted standards, and if not, identifying the deviations thereof.
   C. Satisfactory results of a pressure test and video inspection.
   D. One (1) set of tie-cards for all sewer lateral locations, in the Town's format.
   E. The establishment of a Perpetual Maintenance Escrow Account in the name of the Town of Westport in the amount of Fifty Thousand Dollars ($50,000). Such maintenance escrow account shall be maintained in perpetuity by the Owner and its successors and assigns and shall be subject to an agreement reasonably acceptable to the Town and the Owner, among the Town, the Owner and a financial institution reasonably acceptable to the Town and Owner which shall provide, among other things, for unrestricted access by the Town for

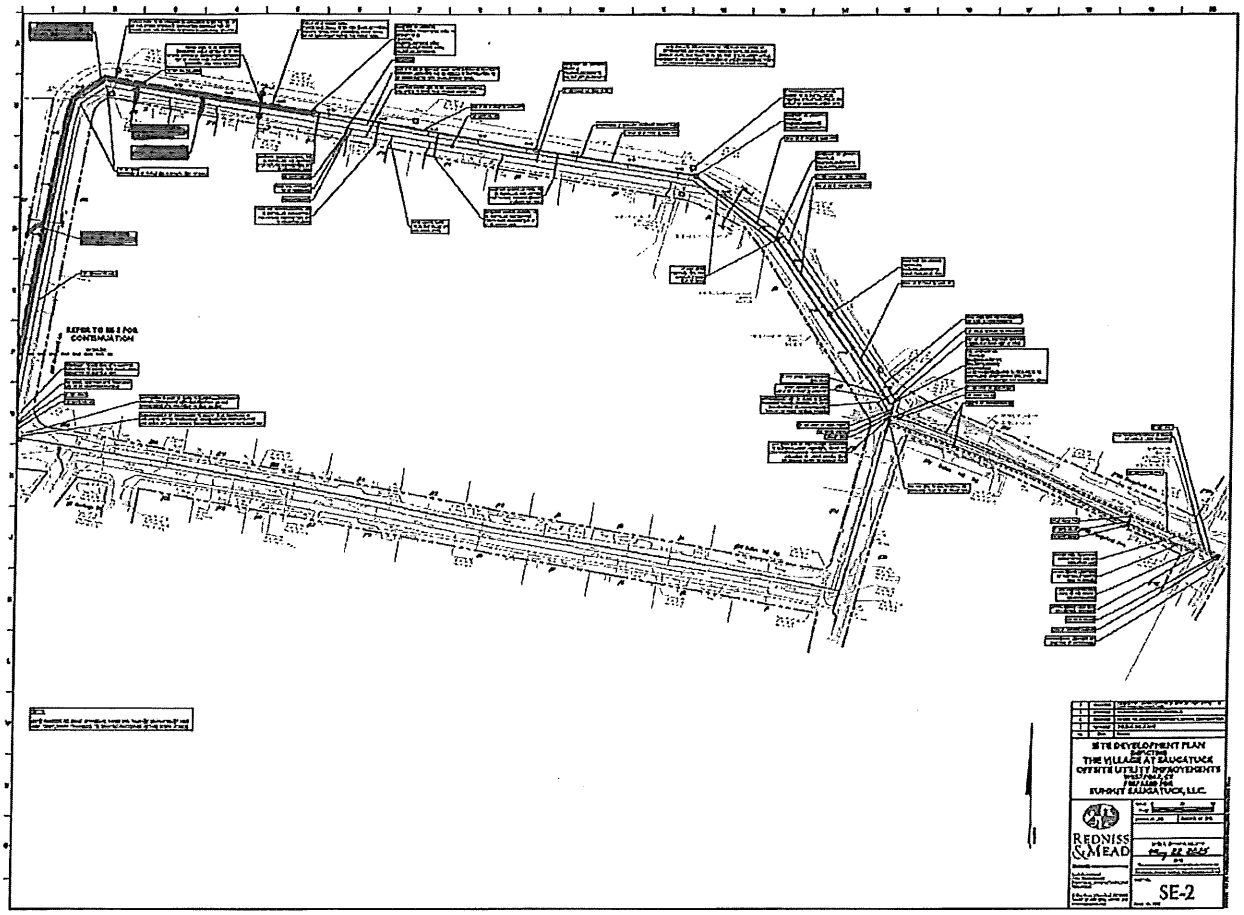
the reimbursement of actual reasonable expenses incurred as a result of the failure of Owner or its successors or assigns to maintain or repair the Sewer Extension as required by the Permit Agreement beyond applicable notice and cure periods as set forth herein and for the prompt replenishment by the Owner and its successors or assigns of amounts expended from such account. The format under which the Perpetual Maintenance Escrow Account shall be established, accessed, and replenished shall be subject to determination and approval by the Town Engineer, Town Controller, Owner and the Town Attorney and may provide for periodic inflation increases in the amount thereof.

5) There shall be no credits to the Owner by the Town of Westport.

6) Prior to acceptance of the Sewer Extension by the WPCA, all paved areas of public roadways which are damaged or disturbed due to construction shall be excavated and permanently repaired to the satisfaction of the Town Engineer and in accordance with the Town of Westport's "Policy for Restoring Trench Excavations Within Public Rights-Of-Way," effective October 1, 2012, or current revision. A road opening permit must be applied for and obtained by the sewer layer that will provide all conditions for such work.

ATTACHMENT C
PRIVATE AND PUBLIC PORTION OF SEWER EXTENSION




SITE DEVELOPMENT PLAN
THE VILLAGE AT BALLGATUCK
OFFSITE UTILITY IMPROVEMENTS
BURNET BALLGATUCK, LLC.
REDNISS & MEAD
SE-2