

**SECTION IV: Documents**





PORTLAND WATER DISTRICT  
225 Douglass Street – P.O. Box 3553  
Portland, ME 04104-3553  
(207) 774-5961

## CERTIFICATE OF TITLE AND PROJECT ACCEPTANCE

KNOW ALL MEN BY THESE PRESENTS: that a corporation doing business as \_\_\_\_\_ of \_\_\_\_\_, and State of Maine, hereinafter called "DEVELOPER" and a corporation doing business as \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, and State of Maine, hereinafter called "CONTRACTOR" in consideration of One Dollar (\$1.00) and other valuable considerations paid by PORTLAND WATER DISTRICT (the "DISTRICT"), a quasi-municipal corporation with a principal office in Portland, Maine, the receipt of which consideration is hereby acknowledged, does hereby GRANT, SELL, TRANSFER, AND DELIVER unto the said DISTRICT, its successors and assigns, the following personal property:

New \_\_\_\_ water main extension in \_\_\_\_\_ in \_\_\_\_\_, Maine.  
\_\_\_\_ new \_\_\_\_ inch domestic water services installed from the new mains.  
\_\_\_\_ public hydrants.

TO HAVE AND TO HOLD, all of the said personal property to the said PORTLAND WATER DISTRICT, its successors and assigns to its and their own use and behold forever.

AND, the developer/Contractor hereby covenants with the said DISTRICT, its successors and assigns, that it is the lawful owner of all the said personal property, that it is free from all encumbrances; that Developer/Contractor has good right to sell the same as aforesaid; and that it will WARRANT AND DEFEND the same unto the DISTRICT, its successors and assigns against the lawful claims and demands of all persons.

AND, the said PORTLAND WATER DISTRICT, having inspected the installation of the said personal property, finds that it substantially complies with the terms of the agreement between the District, the Developer and the Contractor dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This date shall mark the commencement of all warranties and guarantees required by the Contract Documents and such warranties and guarantees shall be fully effective, notwithstanding the fact that the District has inspected such property.

IN WITNESS WHEREOF, the parties hereto have caused this Certificate of Title and Project Acceptance to be executed by their duly authorized officials.

PORTLAND WATER DISTRICT

By \_\_\_\_\_

\_\_\_\_\_ witness

\_\_\_\_\_ title

\_\_\_\_\_ developer

By \_\_\_\_\_

\_\_\_\_\_ witness

\_\_\_\_\_ title

\_\_\_\_\_ developer

By \_\_\_\_\_

\_\_\_\_\_ witness

\_\_\_\_\_ title



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**MAIN EXTENSION AGREEMENT (Developer)**

Agreement No.
F.C.W.O No.

THIS AGREEMENT made this \_\_\_th day of \_\_\_\_\_ by and between the Portland Water District, a quasi municipal corporation located at Portland, Maine, hereinafter called the "District", and \_\_\_\_\_ of \_\_\_\_\_, ME hereinafter called \_\_\_\_\_.

ID/SS#:

WITNESSETH:

WHEREAS, the Depositor desires to have the District extend its water facilities in the City of \_\_\_\_\_, County of Cumberland and State of Maine, as follows:

- Install \_\_\_ DI water main in \_\_\_\_\_
- Install \_\_\_ public fire hydrants .
- Install \_\_\_ 1" domestic services.

**Deposit required \$ \_\_\_\_\_.00**

WHEREAS, the Water Main Extension Rules of the Maine Public Utilities Commission require a written agreement for such extension.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1) Prior to the construction of facilities, the Depositor shall advance with the District the sum of \$ \_\_,\_\_\_\_.00, which sum is the District's estimated cost of construction of said water main extension and related appurtenances, fire protection, service and meter. Said sum shall be deposited in two installments as follows:

a) Upon execution of this Agreement, an advance in the sum of \$ N/A, to cover the costs of materials and supplies and detailed engineering design, which advance is not refundable to the extent that any portion of the advance is actually spent by the District for detailed engineering design or for materials and supplies which cannot readily be used by the District for other projects;

2) Water facilities constructed under this agreement, located outside of the development, are subject to refundable customer contributions. During a ten-year period after the connection of the first customer to the main extension, each new customer connected to the outside facilities will pay a customer contribution as calculated pursuant to rule of the Public Utilities Commission prior to obtaining service. The contribution will be collected by the District and forwarded to the Depositor(s). (See reverse side of this form for PUC contribution calculation).

3) Where the facilities are being installed in other than an accepted public way, the Depositor shall furnish the District, from the owner of record, a properly executed permanent easement, free of encumbrances, entitling the District to construct, own, operate, maintain, repair and replace the above-described facilities.

4) The District shall construct, in the normal course of its operations, the above-described water main, public fire protection allocation and service, after receipt of such advance, provided the Depositor furnishes suitable access to the site, and at the request of the Director of Engineering of the District, line stakes and grade stakes at the site.

5) Within 60 days following the District's determination of the final expenses incurred for the extension, including main, public fire protection allocation and service, the advance made hereunder shall be adjusted to the actual cost of construction, either by the District's return to the Depositor of any excess amount, or by additional payment to the advance by the Depositor to the District covering the deficiency.

6) If the lines and grades of the street or way are not acceptable by the municipality and the utility, or valid permanent easements covering the water main extension satisfactory to the District have not been executed, the District reserves the right to use any remaining advance towards upgrading the main to meet utility specifications. The District reserves the right not to accept a main until it has been inspected and tested and meets utility specifications. Any inspection or test shall be at the expense of the person requesting service or acceptance. The District further reserves the right to refuse to commence water service until the main has been brought up to utility specification.

7) The District shall bill or deduct from any advance refund otherwise due the Depositor, (i) the cost of any relocation of the District's facilities due to any change of the line or grade of any street or way; and (ii) any costs of the District for repairing or rebuilding facilities of the District at the above-described location if damaged by the Depositor or his agent at any time prior to acceptance of the street or way by the municipality.

8) The District shall have full ownership of all of the facilities constructed pursuant to this agreement. The District will have a continuing obligation for the future maintenance of these facilities, and the right to make further extensions continuously and laterally from said extension without obligation to this agreement.

9) This contract is subject to the rules of the State of Maine Public Utilities Commission governing water main extensions (65-407 C.M.R. 65), which are hereby incorporated by reference into this contract. In the event of a conflict between this contract and the Commission's water main extension rule, the rule shall govern. The parties understand that the provisions of this contract are subject to alteration by a decision or rule of the Public Utilities Commission.

10) Disputes arising under this contract or under the Public Utilities Commission water main extension rule may be referred pursuant to that rule to the Commission for resolution.

11) This Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Words of the singular number may include the plural, and words of the plural number may include the singular.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have hereunto set their hands the day and year first above-written.

WITNESS:

PORTLAND WATER DISTRICT

By

\_\_\_\_\_

\_\_\_\_\_

Its  
Depositor

\_\_\_\_\_

\_\_\_\_\_

Customer Contributions by Customers Outside Development: If a main extension must cross property other than that within the development prior to reaching the development, and customers located on the property outside the development are connected to the main extension within ten years following connection of the first customer at any location on the extension, those customers shall be required to make a customer contribution. The total cost of the main extension shall be allocated between the development and the area outside the development on the basis of the number of feet within the development and the number of feet outside the development. After determining the total cost of the portion of the main extension outside the development on the basis of this allocation, customers outside the development should be required to make a contribution. For the purpose of determining the contribution or reallocating contributions when subsequent customers outside the development are connected, the developer shall be considered the equivalent of the number of customers within the development or the number of services constructed, whichever is greater, as if all those customers or services were located at the termination of the portion of the extension located outside the development. If a development is master metered, the number of customers within the development, for purposes of this subsection, shall be considered as the number of residential, commercial or industrial units or establishments.



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**THREE PARTY AGREEMENT**

THIS AGREEMENT made this \_\_\_th day of \_\_\_\_\_ by and between the Portland Water District, hereinafter called "the DISTRICT", acting herein through its General Manager, and \_\_\_\_\_ doing business as \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, and State of Maine, hereinafter called "Developer" and \_\_\_\_\_ doing business as \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, and State of Maine hereinafter called "Contractor".

The Developer and Contractor are hereinafter referred to as the "Developer/Contractor" and their obligations and liability under this Agreement shall be joint and several.

**WITNESSETH:**

That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The Developer/Contractor will commence and complete the construction of: instillation of water fixtures, such as mains, services and hydrants in \_\_\_\_\_ in \_\_\_\_\_, Maine hereinafter called "the PROJECT".
- 2) The Developer/Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT.
- 3) The Developer/Contractor will notify the District of his proposed starting and completion dates at least ten business days prior to the start of construction.
- 4) The Developer/Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein at no direct cost to the District, except that the District will make refunds in accordance with the terms of Main Extension Agreement Number \_\_\_\_\_ dated \_\_\_\_\_.
- 5) The term "Contract Documents" means and includes the following
  - a) Agreement
  - b) Developer/Contractor's Schedule of Unit Prices
  - c) Maintenance Bond
  - d) Certificate of Title and Project Acceptance
  - e) General Conditions
  - f) Supplemental General Conditions
  - g) Drawings prepared by - \_\_\_\_\_ Numbered - \_\_\_\_\_ and Dated - \_\_\_\_\_
  - h) Specifications prepared or issued by the District.

The Schedule of unit Prices, Maintenance Bond, Certificate of Title and Project Acceptance, General conditions, Supplemental Conditions, Drawings and Specifications designated above are contained in the Portland Water District "Specifications and Procedures and their terms are expressly incorporated herein and made a part hereof.

- 6) Developer/Contractor shall reimburse fully and completely indemnify and save harmless the DISTRICT from any and all loss, damage, liability, claim, action, cost and expense (including attorneys' fees) caused by or arising out of the construction of the PROJECT, including without limitation any and all such costs and expenses incurred to assure the safety, protection and continuity of future operations which are deemed necessary by the DISTRICT, specifically including, but not limited to, costs of inspection.
- 7) The failure of the DISTRICT to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any said terms or conditions but the same shall be and remain in full force and effect at all times.
- 8) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except by a writing signed by the parties.
- 9) This Agreement shall be governed by Maine law and shall be binding upon all parties hereto and their respective heirs, personal representatives, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate, each of which shall be deemed an original on the date first above mentioned.

SEAL

PORTLAND WATER DISTRICT

By \_\_\_\_\_

\_\_\_\_\_  
witness

\_\_\_\_\_  
title

SEAL

\_\_\_\_\_  
developer

By \_\_\_\_\_

\_\_\_\_\_  
witness

\_\_\_\_\_  
title

SEAL

\_\_\_\_\_  
developer

By \_\_\_\_\_

\_\_\_\_\_  
witness

\_\_\_\_\_  
title