

MAIN EXTENSION AGREEMENT

THIS AGREEMENT, made this Nth day of Month, 2014 by and between the Portland Water District, a Maine quasi municipal corporation located at 225 Douglass Street Portland, Maine, hereinafter called the "District", and Developer of, Municipality, State hereinafter called the "Depositor."

Main Extension Agreement #: #####

WITNESSETH:

WHEREAS, the Depositor desires to have the District extend its water facilities in the Choose an item. of Choose a Town, County of Cumberland and State of Maine, as follows:

Install #,### feet more or less of #-inch ductile iron water main in Street Name.

Install # public fire hydrants.

Install ## one-inch diameter domestic water services.

Deposit Required: \$#,###.##

Allowance for Fire Protection: \$####.##

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 provide to the District the sum of \$#,###.##, 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 as follows:

Upon execution of this Agreement, an advance in the sum of \$#,###.##, 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 prior to obtaining service a customer contribution as calculated pursuant to rule of the Public Utilities Commission. The contribution will be collected by the District and forwarded to the Depositor(s). (See second page of this Agreement 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 made to the District 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 and/or obtain the permanent easements required by this agreement. 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 refund of the advance 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 incurred by 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 after acceptance of the facilities as provided in 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 agreement 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 agreement. In the event of a conflict between this agreement and the Commission's water main extension rule, the rule shall govern. The parties understand that the provisions of this agreement are subject to alteration by a decision or rule of the Public Utilities Commission.

10) Disputes arising under this agreement 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.

12) This agreement is also subject to the terms of a Three-Party Agreement among the District, Depositor and Contractor dated [Click here to enter a date..](#) This agreement may not be amended or modified except in writing by the parties.

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

PORTLAND WATER DISTRICT (DISTRICT)

Signed: _____

Name: Ronald Miller

Title: General Manager

(Witness)

Company/Individual (DEVELOPER)

Signed: _____

Print Name: _____

Title: _____

Address: _____

(Witness)

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.