

MAIN EXTENSION AGREEMENT

THIS AGREEMENT, made this _____ day of Month, 2016 by and among the **PORTLAND WATER DISTRICT**, a Maine quasi municipal corporation located at 225 Douglass Street Portland, Maine, hereinafter called the "District", and of hereinafter called the "Developer", and of .

Main Extension Agreement #:

WITNESSETH:

WHEREAS, the Developer desires to have the District extend its water facilities in conjunction with the construction of a project known Anglers Road, located at Anglers Road, Windham; (hereinafter "DEVELOPMENT") as in the Town as follows:

Install _____ feet more or less of _____-inch water main in _____.

Install _____ public fire hydrants.

Install _____-inch diameter domestic water services.

Deposit Required: \$

Allowance for Fire Protection: \$

And

WHEREAS, in conjunction with the Development, Developer/Contractor shall construct the said water fixtures and infrastructure needed to provide water service and fire protection service to the Development; and

WHEREAS, at the completion of the Development, the District shall assume ownership of the public infrastructure constructed under the terms of this Agreement;

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

1. Prior to the construction of facilities, the Developer/Contractor shall provide to the District the sum of \$ _____, which sum is the District's estimated cost of construction inspection of said water main extension and related appurtenances, fire protection, service and meter. Said sum shall be deposited as follows:

The deposit 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 rules of the Portland Water District.. The contribution will be collected by the District and forwarded to the Developer/Contractor. (See second page of this Agreement for the contribution calculation).

3. Where the facilities are being installed in other than an accepted public way, the Developer 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 Developer/Contractor will commence and complete the construction of:

Installation of water fixtures, such as mains, services & hydrants in Anglers Road in Windham, Maine, hereinafter called the "Project". Developer/Contractor affirms that it has received all permits and approvals necessary for the construction of Development, including but not limited to local land use approvals and street opening and excavation permits required for utility work in the public way. District agrees, if required by the permitting authority, that it will obtain utility location and street opening permits required for construction of the Project.

5. 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. All construction shall be completed according to District specifications and procedures. At least ten (10) days prior to the commencement of construction of the Project, Developer/Contractor shall notify the District of the proposed start and completion dates of the construction of the Project. All work shall be warranted for a period of one year.

6. 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 as described in this Agreement.

7. The term "Contract Documents" means and includes the following:

- (A) Agreement
- (B) Developer/Contractor's Schedule of Unit Prices
- (C) Performance Guaranty
- (D) Certificate of Title and Project Acceptance
- (E) General Conditions
- (F) Supplemental General Conditions
- (G) Drawings prepared by , numbered through and dated .
- (H) Specifications prepared or issued by the District.

8. 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 Water and Sewer Construction Specifications and Procedures" and their terms are expressly incorporated herein and made a part hereof.

9. Prior to the execution of this Agreement, Contractor will procure and maintain insurance coverage as required by the District in the amounts shown on Exhibit __, attached hereto and incorporated herein by reference. The District shall be named as additional insured on Contractor's general liability coverage. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which

certificates shall guarantee thirty (30) days' notice to District of termination of insurance from insurance company or agent.

10. 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 deposit made hereunder shall be adjusted to the actual cost of construction and inspection, either by the District's return to the Developer/Contractor of any excess amount, or by additional payment made to the District by the Developer/Contractor to the District covering the deficiency.

11. If the lines and grades of the street or way are not acceptable by the municipality and the District, 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 all District 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 all District specification.

12. The District shall bill or deduct from any refund of the advance otherwise due the Developer/Contractor, (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.

13. 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 damages for bodily injury, death or property damage and 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.

14. In the event that the work performed by Developer/Contractor in the public way is unsatisfactory to any permitting authority, and the District, as the holder of the street opening permit, is required to incur any expense or costs in investigating the work of Developer/Contractor or to remediate the work, Developer/Contractor shall be liable to the District for 150% of such costs and expenses incurred by the District. This obligation to the District shall be in addition to the indemnification obligation described in Paragraph 13 of this Agreement.

15. Upon completion of the PROJECT and inspection and acceptance of the DISTRICT, the following components of the PROJECT shall become the property of and responsibility of the DISTRICT:

- Install feet more or less of -inch water main in
- Install public fire hydrants
- Install -inch diameter water services

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.

16. 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 of said terms or conditions but the same shall be and remain in full force and effect at all times.

17. This Agreement shall be governed by Maine law, and subject to the rules for water main extensions and service lines enacted by the Portland Water District Board of Trustees, and shall be binding upon all parties hereto and their respective heirs, personal representatives, administrators and assigns.

18. Disputes arising under this agreement to the Board of Trustees for resolution.

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: _____

Title: General Manager

(Witness)

(DEVELOPER)

Signed: _____

Print Name: _____

Title: _____

Address: _____

(Witness)

(CONTRACTOR)

Signed:

Print Name:

(Witness)

Title:

Address:

Email Address:

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.