

STATE OF MAINE)
)
COUNTY OF LINCOLN) MAINTENANCE CONTRACT FOR
) SMALL DIAMETER FORCE MAINS
) AND INDIVIDUAL WASTEWATER PUMPS

AGREEMENT made this _____ day of _____, 20____, by and between THE BOOTHBAY HARBOR SEWER DISTRICT (hereinafter referred to as "the District", and _____ (hereinafter referred to as "Applicant").

WHEREAS, certain areas are not in immediate proximity to the District's gravity wastewater collection system; and

WHEREAS, the District is an quasi-municipal corporation established under the Private and Special Laws of Maine for the provision of public wastewater facilities to various areas of the Towns of Boothbay and Boothbay Harbor; and

WHEREAS, from time to time property owners ("Applicants") within the District's service area request wastewater service to property not immediately adjacent to existing facilities of the District; and

WHEREAS, the Applicant is under mandate of the Maine Department of Health, Environmental Protection and/or the Town(s) of _____ to cease and desist in the use of a ground septic tank, or overboard discharge system and to connect to a public wastewater facility or is not able to obtain a on-site system permit; and

WHEREAS, the Applicant requests that the District operate and maintain, subject to the terms and conditions hereinafter set forth, a portion of the Applicant's wastewater force main and/or individual wastewater pump.

WHEREAS, the District has State of Maine licensed operators licensed to maintain certain wastewater utilities; and

WHEREAS, the District and the Applicant have agreed that the District shall, subject to the following terms and conditions, operate and maintain the Applicant's wastewater facility.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration hereinafter stated, the parties agree as follows:

1. The District will operate and maintain, subject to the terms and conditions herein stated, the wastewater force main pipe, individual wastewater pump and appurtenances located on (Map _____, Lot _____, Street Address, Subdivision)
2. The Applicant agrees to and must comply with the following conditions:
 - (a) Applicant must comply with the District's Extension Policy and its requirements as to the construction of the wastewater force main and individual wastewater pumping system.
 - (b) The Applicant must comply with all applicable requirements of the MeDEP, MEDHS, and BBHSD as relates to the design, permitting and construction of wastewater force mains and pumping stations.
 - (c) Applicant must comply with the Maine Department of Transportation, Town of Boothbay and/or Boothbay Harbor right-of-way requirements where applicable.
 - (d) The Applicant agrees that the District will be responsible for the maintenance of the on-site pump station and control panel only. Gravity wastewater lines from the house to the wastewater pumps and pressure pipes from the pump station to and including the point of connection to the District's main are the responsibility of the Applicant.
 - (e) The Applicant agrees to pay the power bill for the wastewater pumps and controls and to supply a means of emergency power back-up.
 - (f) Applicant agrees to pay the grinder pump maintenance fee as established by the District, as part of the Applicants regular bill for wastewater service quarterly to the District with the Applicant's regular bill for wastewater service. This fee is subject to change depending on the cost of providing this maintenance service as evaluated annually through the District's rate setting procedure.
 - (g) The Applicant agrees to provide District personnel the required access to maintain the on-site pump station and control panel.
 - (h) The Applicant agrees that if the District makes gravity wastewater available, the Applicant shall disconnect from its wastewater force main and connect to the new gravity system constructed by the District, and will pay for such reconnection.

3. The Applicant acknowledges having been advised and given an opportunity to read and review the District's Extension Policy which sets forth minimum standards for such extensions and the provision of wastewater service by the District to the Applicant.
4. That the Applicant agrees that the within Agreements apply only to the Applicant's property described herein and owned by the Applicant at the time of this Agreement and does not apply to any land adjacent, abutting or otherwise in the general area which may be subsequently purchased or leased by the Applicant.
5. That the term of the Agreement shall be in effect until such time as a gravity wastewater system has been constructed and installed by the District and is available for use or such time that the grinder pump is no longer in use.
- 6 The cost of any replacement of equipment or upgrade in the small diameter force main and individual wastewater pump to ensure proper and effective operation of same shall be the responsibility of the Applicant.

This Agreement shall bind the parties, their respective heirs, executors, successors and assigns.

WITNESS our hands and seals on the date above written.

WITNESS: BOOTHBAY HARBOR SEWER DISTRICT

_____ By:

_____ Its: Chairman

WITNESS: APPLICANT

_____ By:

_____ Its:

ACKNOWLEDGEMENT OF BOOTHBAY HARBOR SEWER DISTRICT/APPLICANT

STATE OF MAINE
COUNTY OF LINCOLN

I _____ (name of notary) do hereby
certify that _____ (name of Applicant) personally
appeared before me this day and acknowledged the due execution of the foregoing instrument.
WITNESS my hand and official seal this
_____ day of _____, 20____
_____ (SEAL)
Notary Public for Maine
My Commission expires: _____

STATE OF MAINE

COUNTY OF LINCOLN

I _____ (name of notary) do hereby
certify that _____ (name of Boothbay Harbor
Sewer District representative) personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

WITNESS my hand and official seal this
_____ day of _____, 20____
_____ (SEAL)
Notary Public for Maine
My Commission expires: _____