

AMENDMENT
TO
SEWER SERVICE CONTRACT BETWEEN THE PORTLAND
WATER DISTRICT AND THE TOWN OF FALMOUTH, MAINE

THIS AMENDMENT is made this 10TH day of September, 2002 by and between the Portland Water District, a quasi-municipal corporation located at Portland, Maine (DISTRICT) and the Town of Falmouth, a Maine municipal corporation (FALMOUTH).

WHEREAS, the DISTRICT and FALMOUTH entered into the "Sewerage Service Contract," dated March 13, 1981 (hereinafter the "1981 Contract");

WHEREAS, the 1981 Contract contains certain terms and conditions with respect to FALMOUTH'S modification of its then existing sewer system and wastewater treatment plant to accept and treat flows from the Town of Cumberland, Maine, which Town of Cumberland is within the DISTRICT'S service area;

WHEREAS, the 1981 Contract establishes specific rules and regulations for proper use of joint-use sewage facilities and sets procedures for establishing rates, prices, and rentals for the use of any joint-use facilities by both parties;

WHEREAS, the DISTRICT wishes to construct an extension of the existing municipal sewer line along Route One in FALMOUTH from its present terminus approximately 2098 feet northeasterly of the intersection of Johnson Road and Route One to the FALMOUTH - Cumberland town line and to connect that extension to the District's sewer line which serves properties along Route One and elsewhere within the Town of Cumberland;

WHEREAS, the DISTRICT wishes to increase the capacity of the Johnson Road pump station, located in FALMOUTH at the intersection of Johnson Road and Route One, to accommodate flows from the sewer line extension;

WHEREAS, the DISTRICT wishes to utilize certain existing FALMOUTH sewer lines and mains to transport sewerage from the Town of Cumberland to the Mill Creek Interceptor, at a point in FALMOUTH approximately 2389 feet southwesterly of the intersection of Johnson Road and Route One;

WHEREAS, the 1981 Contract does not address the extension of the Route One sewer line, the improvements to the Johnson Road pump station or the use of existing sewer lines to transport sewerage from Cumberland to the Mill Creek Interceptor; and

WHEREAS, the parties wish to amend the 1981 Contract to provide for the terms and conditions whereby the DISTRICT will construct or cause to be constructed the sewer line extension along Route One in FALMOUTH and the improvements to the Johnson Road pump station needed to increase its capacity.

NOW, THEREFORE, the parties hereto agree as follows:

1. The last sentence of section 1 of the 1981 Contract is amended to read:

DISTRICT agrees to deliver flows to said FALMOUTH system as collected in Cumberland from the presently planned collection system in Cumberland as shown in Alternative III in the Step I Facility Plan filed with the State of Maine Department of Environmental Protection and such additions thereto, including, without limitation, flows transported in the sewer line along Route One within Cumberland, as may be accommodated by the capacities provided for herein.

2. A new section 9.a is adopted to read:

The DISTRICT agrees to construct or to cause to be constructed the sewer extension from the Cumberland-FALMOUTH town line to the present terminus of the Route One sewer within Falmouth in accordance with the plans and specifications prepared in February 2000 by Harding-Lawson Associates of Portland, Maine (February 29, 2000 - Sewer Extension, Route 1, Cumberland, Maine). All costs associated with the construction of the extension shall be the responsibility of the DISTRICT. After completing that extension, the DISTRICT shall turn over that extension to FALMOUTH in compliance with the conditions of section 18-232 of the FALMOUTH Code of Ordinances. FALMOUTH agrees to allot DISTRICT up to 22.7 %, or 0.144 M.G.D., peak flow value of the capacity of that extension and of the existing sewer from its current terminus to the Johnson Road pump station.

FALMOUTH agrees to increase the capacity of the Johnson Road pump station to 250 G.P.M. peak capacity and to allot 100 G.P.M. to the DISTRICT. All cost associated with this upgrade shall be the responsibility of the DISTRICT.

3. A new section 9.b is adopted to read:

FALMOUTH agrees to allot to DISTRICT up to 40%, or 0.144 M.G.D., peak flow value of the capacity, as of the date hereof, of the existing sewer and mains between the Johnson Road pump station and the Mill Creek Interceptor. In return for this allocation and the allocation within the existing sewer northeasterly of the Johnson Road pump station, as described in paragraph 9.a, the DISTRICT shall pay FALMOUTH, based on the present worth analysis as revised by Harding-Lawson Associates (March 16, 2000) and the proportional use of the existing sewers by Cumberland, the sum of \$48,300.

4. A new section 11.a is adopted to read:

The costs of modifications and improvements due to FALMOUTH from the DISTRICT under this Amendment shall be paid within thirty (30) days of receipt of billing from FALMOUTH.

The costs to the DISTRICT under this Amendment reflecting the share of certain capital costs of the presently existing Falmouth sewer system shall be paid within thirty (30) days of receipt of billing from FALMOUTH, which billing shall not precede the start of flows from the Town of Cumberland into the Johnson Road pump station.

Direct and indirect operating and maintenance costs of the FALMOUTH sewer system attributable to flows from the Town of Cumberland pursuant to this Amendment shall be assessed pursuant to the provisions of section 11(c) of the 1981 Contract and shall be computed pursuant to section 13 of the 1981 Contract.

5. Sections 14 through 21, except sections 17 and 19, of the 1981 Contract is amended so that wherever "this agreement" appears, it shall read "this agreement, as amended" and wherever "this Contract" appears, it shall read "this Contract, as amended".

6. The provisions of section 19 of the 1981 Contract shall apply to this Amendment.

7. All provisions of the 1981 Contract not amended herein shall remain in effect to the same extent as they were before this Amendment.

IN WITNESS WHEREOF, the PORTLAND WATER DISTRICT and the TOWN OF FALMOUTH have caused this instrument to be signed and sealed in their respective names by their respective duly authorized officers on the date first above written.

Signed, Sealed and Delivered
in the Presence of

Michael Greene

PORTLAND WATER DISTRICT

By Ronald Hill
Its

Robert Clark

TOWN OF FALMOUTH

By John J. Harris
Its Town Manager

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