

**AMENDMENT TO SEWERAGE SERVICE CONTRACT  
BETWEEN PORTLAND WATER DISTRICT AND  
TOWN OF FALMOUTH**

This Amendment to Sewerage Service Contract is made this 24th day of February, 2015 by and between the Portland Water District and the Town of Falmouth.

Whereas, the parties entered into a Sewerage Service Contract dated March 13, 1981 (the "Contract") establishing rates, prices and rentals for joint-use facilities used by both parties; and

Whereas, the parties anticipate that the Mill Creek Pump Station and Mill Creek force main will be upgraded or replaced to provide 4.18 MGD peak flow capacity; and

Whereas, the anticipated increased capacity of the pump station and force main allows for growth and which capacity increase affords the ability to modify the flow allocations established in the 1981 agreement related to the Mill Creek pump station and Mill Creek force main; and

Whereas, the DISTRICT desires to increase its proportionate share of its peak capacity allocation in the Mill Creek pump station and Mill Creek force main to accommodate the DISTRICT'S stated need for future capacity per the terms of Section 14 of the contract;

Now Therefore, the parties agree as follows:

The March 13, 1981 Contract, as last amended 10 September 2002, is hereby further amended so that Section 8 of the Contract shall read as follows:

8. FALMOUTH agrees to allot the DISTRICT, upon completion of anticipated improvements or replacement to the Mill Creek pump station and Mill Creek force main to provide 4.18 MGD peak flow capacity, 43.7% of the peak capacity (1.827 MGD peak hourly flow value) in the Mill Creek pump station and Mill Creek force main and 30.0% (0.468 MGD) of capacity in FALMOUTH'S existing wastewater treatment facility. The use of "peak hourly flow value" in this section shall have no bearing on the interpretation of peak flow value elsewhere in the Contract.

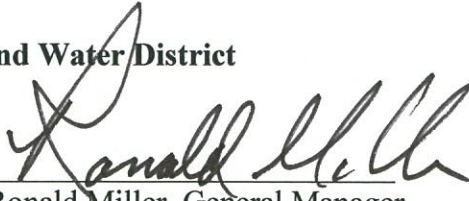
In return for said allocation the DISTRICT shall pay FALMOUTH 43.7% of the expenditures incurred by FALMOUTH for the referenced upgrades or replacement. The DISTRICT also agrees to reimburse FALMOUTH 43.7 % of any future capital costs to the Mill Creek pump station or the Mill Creek force main or shall reimburse FALMOUTH per the terms of Section 14 of the Contract, whichever is greater.

All remaining sections of the Contract not herein amended remain in full force and effect.

In Witness Whereof, the parties have caused this Amendment to Sewerage Contract to be signed the day and date above written.

Date: 2/24/15

**Portland Water District**

By:   
Title: Ronald Miller, General Manager

Date: March 5, 2015

**Inhabitants of the Town of Falmouth, Maine**

By:   
Title: Nathan A. Poore, Town Manager