

**Boothbay Region Water District
Limited Service Agreement**

THIS AGREEMENT, is made this _____ day of _____ 20__ by and between the Boothbay Region Water District, a quasi municipal organization organized and existing under the Laws of Maine and having its principal office located at 184 Adams Pond Road, Boothbay, in the County of Lincoln and State of Maine (Hereinafter referred to as the "Utility"), and _____

of _____ in the County of _____ and State of _____ (hereinafter referred to as the "Applicant").

WHEREAS, the Applicant desires water service upon the premises owned by him/her/them at _____ in the Town of _____, County of Lincoln, and State of Maine, being a portion of the premises conveyed to the Applicant by _____ by deed dated _____ and recorded in the Lincoln County Registry of Deeds, in Book _____, Page _____, from the _____ water main in _____; and

WHEREAS, the normal operating pressure at the connection of the water main to the Applicant's premises is expected to fall below 20 pounds per square inch; and

WHEREAS, the Utility cannot, under the Rules of the Maine Public Utilities Commission, accept applications for water service in areas where its normal operating pressures in such pipes could be expected to fall below 20 pounds per square inch, without a "Limited Service Contract" approved by said Commission; and

WHEREAS, it has been judged by the parties hereunto to be impracticable at least at this time to add re-pumping and water storage facilities to the Utility's plant in accordance with the terms and provisions of Chapter 65 of the Maine Public Utilities Commission's Rules and Regulations;

NOW, THEREFORE, in consideration of the above and of the Utility's willingness to serve water to the abovementioned premises at such pressures and in such volume as it is possible, the parties agree as follows:

1. The Applicant and his/her/their successors and assigns to accept such limited service under whatever conditions the Utility is able to serve, even though such service is below the standards usually rendered by the Utility.
2. The Applicant will in all other ways conform with the “Terms and Conditions of Service and Policies and Procedures” of the Utility covering the serving of water by the Utility.
3. The rates charged for this water service shall be in conformity with the standard published rates of the Utility applicable to the area served.
4. It may be necessary for the Applicant to install, at the Applicant's expense, pumping facilities on his/her/their property to obtain higher water pressure than that available from the Utility's system;
5. Applicant's portion of the service pipe shall be of the following materials:

And the following minimum size:

Any facilities installed by the Applicant to increase pressure shall not be operated to the detriment of other customers of the Utility.

THIS AGREEMENT shall insure to the benefit and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

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

Witness:

BOOTHBAY REGION WATER DISTRICT

by: _____

its: _____

APPLICANT

Witness:

by: _____

its: _____

THEN personally appeared the above name _____

(Applicant)

and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public/Justice of the Peace

STATE OF MAINE, LINCOLN COUNTY, SS: _____ Registry of Deeds

Received _____, 20____, at _____ o'clock, ____M., and

Recorded in Book _____, Page _____.

Attest:

(Registrar)