

**AGREEMENT BETWEEN
THE TOWN OF FALMOUTH AND
RIDGEWOOD ASSOCIATES, LLC**

AGREEMENT made this ____ day of _____, 2009, by and between the **TOWN OF FALMOUTH**, a municipal corporation existing under the laws of the State of Maine, located in the County of Cumberland and the State of Maine (hereinafter the “Town”), and **RIDGEWOOD ASSOCIATES, LLC**, a Maine limited liability company (hereinafter “Ridgewood”);

WITNESSETH

WHEREAS, Ridgewood has purchased a 75-unit development known as Ridgewood Estates, located off Falmouth Road in Falmouth, Maine, as further described in a deed from RTG, Inc. to Ridgewood Associates, LLC, dated January 28, 2009 and recorded in the Cumberland County Registry of Deeds in Book 26584, Page 249; and

WHEREAS, Ridgewood Estates was approved by the Falmouth Planning Board on December 5, 2006; and

WHEREAS, the Planning Board approval of Ridgewood Estates included an extension of the sewer line that was proposed as a privately owned and maintained extension; and

WHEREAS, Section 18-131 of the Town’s Sewer System Ordinance (hereinafter the “Ordinance”) requires the payment of a sewer connection fee for each unit; and

WHEREAS, Ridgewood Estates contends that no sewer connection fee is applicable to the project under the Ordinance; and

WHEREAS, the Town Council has determined that the application of sewer connection fees to units at Ridgewood Estates would be inequitable under all of the circumstances; and

WHEREAS, the Town Council has determined that it is willing to waive any sewer connection fees to Ridgewood Estates, subject to the terms of this Agreement; and

WHEREAS, the Town, by this agreement, will waive the sewer connection fees due to many extenuating circumstances, it is however acknowledged that the sewer collection system was installed under the assumption that the system would remain private, the Town reviewed the original design on that basis, and would have required substantively different design standards had it been contemplated that the system was to be considered part of the public sewer system; and

WHEREAS, the parties seek to establish the procedures that will be required if Ridgewood or any successor in interest seeks to request that the Town accept the private sewer extension as part of the public sewer system;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Town Council hereby waives the sewer connection fee for each unit in Ridgewood Estates that would otherwise be due and payable pursuant to 18-131 of the Ordinance. Any connection fees paid by Ridgewood to date shall be refunded to Ridgewood.

2. In the event that Ridgewood or any successor or assign with an interest in the private sewer extension seeks to have the Town accept the private sewer extension as part of the public sewer system in order to have the Town maintain the system, Ridgewood or its successor or assign shall first meet with the Town Council to determine whether the Town Council will consider accepting the private connection system.

3. If the Town Council agrees that it will consider accepting the Ridgewood Estates private sewer extension as part of the public sewer system, , the Town Council, shall then establish the procedures, terms and conditions under which such acceptance shall be considered. As a condition of acceptance, the Town Council may require studies, changes and/or upgrades to the existing system at the cost of the then current owner.

4. Nothing in this Agreement shall be construed as imposing any obligation upon the Town to accept the private sewer extension as part of the public sewer system, which decision shall remain within the exclusive discretion of the Town Council.

5. This Agreement shall be binding upon the parties hereto, and their successors and assigns.

6. This contract shall be governed by, construed and interpreted in accordance with the laws of the State of Maine, excluding any choice of law rule that may direct the application of the laws of any other jurisdiction.

IN WITNESS WHEREOF, the Town of Falmouth, through its Town Manager, thereunto duly authorized, and Ridgewood Associates, LLC have caused this instrument to be signed as of the date first set forth above.

WITNESS:

TOWN OF FALMOUTH

By: _____

Nathan Poore
Its Town Manager

STATE OF MAINE
Cumberland, ss.

_____, 2009

Then personally appeared the above-named Nathan Poore in his capacity as Town Manager for the Town of Falmouth and acknowledged the foregoing Agreement to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Notary Public/Attorney-at-Law

Print Name: _____

RIDGEWOOD ASSOCIATES, LLC

WITNESS:

STATE OF MAINE

Cumberland, ss.

_____, 2009

Then personally appeared the above-named _____, in his/her capacity as _____ of Ridgewood Associates, LLC and acknowledged the foregoing Agreement to be his/her free act and deed in his/her said capacity and the free and deed of Ridgewood Associates, LLC.

Before me,

Notary Public/Attorney-at-Law

Print Name: _____