*This agreement form is used to supplement a Utility Location Permit application whenever an entity, other than a utility, is constructing aboveground mainline facilities that will be turned over to the utility prior to, or upon, being energized. In addition to both parties signing this agreement, the utility/utilities that will own the facilities shall also sign a corresponding “Application for Utility Location Permit”. This agreement is not applicable to the construction of service lines or aerial wires that do not involve new poles within the public right-of-way.*

**General Description of Facilities and Location:**

 The utility indicated below and on the attached Utility Location Permit Application (hereinafter “Utility”) agrees that the proposed facilities that will be constructed within the limits of the State of Maine right-of-way, as described above and within the attached application (hereinafter “Facilities”), are acceptable to the Utility, and the Utility will accept conveyance of the Facilities upon completion of construction. The Utility agrees that it will not energize the Facilities until such time that it confirms the Facilities were constructed in accordance with MaineDOT’s Utility Accommodation Rule (17-229 CMR Chapter 210) and the Utility’s own standards and Terms and Conditions on file at the Maine Public Utilities Commission. The Utility further agrees that, once the Facilities are energized, this will serve as the sole confirmation to MaineDOT that the Facilities have become the full responsibility of the Utility.

|  |  |
| --- | --- |
| **Utility**: |  |
|  |  |
| **Work Order Number:**  |  |
|  |  |
| **Utility Rep. Name (Printed)** |       |
|  |  |
| **Utility Rep. Title (Printed)** |       |
|  |  |
| **Utility Rep. Signature** |  |

 The contractor indicated below (hereinafter “Contractor”) agrees to construct the Facilities as described above and within the attached Utility Location Permit Application in accordance with the MaineDOT’s Utility Accommodation Rule (17-229 CMR Chapter 210) and the Utility’s standards and Terms and Conditions on file at the Maine Public Utilities Commission. The Contractor further agrees that it is fully responsible for the Facilities until such time that they are conveyed to the Utility and/or energized by the Utility, whichever occurs first. Should the Facilities not be conveyed for any reason, the Contractor agrees to remove the facility completely from the State of Maine right-of-way and restore the corridor to its original state.

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| **Contractor Name:** |       |
|  |  |
| **Contact’s Name (Printed)** |       |
|  |  |
| **Contact’s Title (Printed)** |       |
|  |  |
| **Contact’s Signature** |  |
|  |  |
| **Address:** |       |
|  |  |
| **Telephone:** | ***Office***: |       | ***Contact’s Cell***: |       |
|  |  |
| **Contact’s Email:** |       |