



## **BOW, NH WATER SYSTEM**

### **WATER MAIN AND SERVICE EXTENSION AGREEMENT**

This agreement, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201 by and between the Town of Bow, NH, hereinafter called the “Town”, and \_\_\_\_\_ hereinafter called the “Applicant”.

Whereas, the Applicant is interested in certain land, developments of properties adjacent to territories served by the Town’s water system and desires extension of the pipe lines and related facilities of the Town’s water system to provide water service; and

Whereas, said Town’s water system will be responsible for augmenting adequate water supply, treatment, storage, pumping and transmission capacity to serve Applicant’s proposed new facilities; and

Now therefore, in consideration of the following terms and conditions the Water Company and Applicant hereby agree as follows:

1. The Town shall, so long as Applicant pays appropriate charges, supply Applicant with water for Applicant’s proposed new development adequate for drinking and sanitary facilities. Applicant hereby certifies that, at the time of execution of this agreement, no sums for Town, provided services are due and owing the Town, on the part of Applicant, an entity affiliated with Applicant or any other entity under Applicant’s control. Should such sums for prior charges be due and owing the Town, the Town shall be entitled to payment of such sums by Applicant, prior to commencement of service under this agreement. Other than charges based on volume of water, charges by the Town to Applicant for water and related services shall not exceed charges by Town to other users of similar Town water services.
2. The Applicant shall, at Applicant’s expense, deliver for review and comment a set of design plans with the stamp of a Professional Engineer showing, at a minimum, all pipelines and appurtenances needed to supply water to Applicant’s proposed new facilities at the pressures and flow rates presently available in the area.
3. Applicant shall install, at Applicant’s expense, the water mains, valves, hydrants and appurtenances as required by the Town upon receiving written approval from the Town. The Town, at the Applicant’s expense, shall install service from the water main to the property line. The proposed water system is to be described and shown on the referenced plans.
4. The contractor used by the Applicant must be acceptable to the Town. In installing the water mains, hydrants, appurtenances and services, street grades as established by applicant shall be accepted and pipes shall be buried with a minimum covering of five feet

and a maximum covering of six feet. If at some subsequent date during the period of private ownership of the property and/or streets, grades should be changed so that the covering is less than four and one half feet, the mains and/or services shall be lowered at the Applicant's expense. The Applicant shall be responsible for adjusting all valve boxes, service boxes and hydrants to meet final pavement and/or tree belt grades. All water mains shall be hydrostatically tested at Applicant's expense at 1 1/2 times the working pressure or 150 psi, whichever is greater, for two hours and a representative for the Town must be present to certify results. All mains shall be disinfected and bacteriologically sampled by the applicant, at Applicant's expense, and approved by the Town.

5. An approved Town inspector, at the Applicant's expense, must be present during installation, testing and flushing of the water mains and appurtenances. The Town shall bill applicant for the inspection services. Payment to the Water Company for services rendered and/or materials supplied shall be made within 30 days from receipt of Town's invoice. Late payments are subject to the finance charges approved by the Town for delinquent bills.
6. A water service and water meter for each property shall be installed by the Town as needed, and the cost shall be charged to the Applicant at the time of installation. A system development charge for each property shall be charged to the Applicant prior to the meter being installed.
7. The mains, hydrants, valves, appurtenances, service pipe, etc., in public ways and/or easements and the meters which are the subject matter of this agreement shall be and remain the property of the Town, upon acceptance of the approved installation. The Applicant shall be responsible for one year from the date of acceptance to repair leaks, failures, roadways, etc. Following the one-year guarantee. The Town shall maintain, renew, replace and repair said water system at its sole cost and expense. The Town reserves the right to enter upon the Applicant's property as necessary to make these repairs. Repairs shall be done expeditiously as to ensure no willful or loss of water.
8. The Applicant is required to provide to the Town an accurate water project value, including total costs for all material, labor and equipment for the water system at the time it is placed in service. Materials shall include mains, hydrants, valves, services and all appurtenances.
9. The Town shall have the right to extend the water mains installed under this agreement and provide additional water service, as necessary, to other streets, properties, lanes, lots, avenues, or easements without payment or obligation to Applicant.
10. The parties hereto shall maintain their own insurance and shall be liable for their own acts or omissions and the acts of omissions of their agents and employees. Each party agrees not to subrogate claims against each other, and not permit their insurance companies to do so.
11. The Applicant agrees to pay the Town all costs and expenses incurred by the Town including without limitation, reasonable attorney's fees incurred in collection of amounts due hereunder.

12. This agreement is valid and binding on the Town only when approved and executed by the Board of Selectman.
13. This agreement shall be binding upon the successors, administrators, and assigns of the parties.
14. Payment of all application fees in full is required in advance along with bonding certificate as required in the approved Rules and Regulations and Rate and Fee Tariff.

Executed in triplicate by the parties hereto on the date first above written.

Town of Bow:

\_\_\_\_\_  
Witness – Town of Bow

By: \_\_\_\_\_  
David Stack, Town Manager  
As authorized by the Board of Selectman

Applicant:

\_\_\_\_\_  
Witness - Applicant

By: \_\_\_\_\_  
Applicant