

AGREEMENT

WATER SYSTEM EXTENSION

THIS AGREEMENT is made _____ day of _____, 20____, by and between (*the applicant*) _____, with an address of _____ and the Town of Hudson, a municipal corporation of Hillsborough County, New Hampshire, with offices at 12 School Street, Hudson, New Hampshire 03051 (the “Town”).

RECITALS:

- 1.01 (*The applicant*) is the owner of certain real estate situated in Hudson, Hillsborough County, New Hampshire, with an address of _____, and shown as Map _____, Lot _____ on the Town of Hudson Tax Maps (the “Premises”).
- 1.02 Presently, the Town’s water system extends along _____ Road to a point approximately _____ feet from the common boundary line between the Premises and Lot _____ to the _____ of the Premises.
- 1.03 _____ desires to extend the Town’s water system to the Premises and then further extend the Town’s water system through the Premises _____ as shown on the Subdivision Plan for the purpose of providing water to Lot _____ as shown on the Subdivision Plan.

Agreement to do Work

- 2.01 The parties agree that the recitals set forth above are true, accurate and complete.
- 2.02 (*The applicant*) shall cause the following work to be undertaken and completed the (project) “Work”:
 - 2.02.1 The installation of a _____ inch water main from the end of the existing town water main located on _____ Road to the Premises. Such _____ inch water main shall be located on the Premises within the Proposed access Access and Utility Easement as shown on the Subdivision Plan.

2.02.2 (*The applicant*) shall undertake all necessary work within _____ Road and on its Premises to install the water main, gate valves, service lines, with gates and fire hydrants. This work shall include, but is not limited to, reclaiming pavement with trenching and installation of the water main and service lines. This work shall also include associated loaming and seeding on or adjacent to the premises. The scope of work and limits of construction shall be approved prior to the commencement of construction by the _____. All such work shall be undertaken in coordination with the _____ and the Town of Hudson Town Engineer. All such work shall be approved as to quality and workmanship by the Public Works Department _____ and the Town of Hudson Town Engineer.

Preliminary or Related Matters

3.01 (*The applicant*) shall convey easements to the town of Hudson for the proposed _____ Access and Utility Easement as shown on the Subdivision Plan in form and substance satisfactory to the Town of Hudson, (see attached standard form).

Inspections

4.01 (*The applicant*) shall pay all applicable fees and inspection costs related to the Work.

Certain Fees/Bonding

5.01 (*The applicant*) shall pay any and all hook-up assessments or extension fees including capital assessment fees to provide municipal water service to the Premises.

5.02 Prior to the commencement of Work, (*the applicant*), the Town (through its Board of Selectmen), and _____ shall establish mutually acceptable amounts for the bonding of _____ Work.

5.03 Prior to the commencement of Work, (*the applicant*) shall provide the Town with a bond, letter of credit or combination thereof to constitute the surety for the Work.

General

6.01 (*The applicant*) has appended hereto a certificate of authority confirming that it has authorized certain duly authorized agents and/or employees of _____ to enter into this Agreement on behalf of _____ and bind _____ hereto.

6.02 The Town represents to (*the applicant*) that its Board of Selectmen are duly authorized to approve this Agreement on behalf of the Town and bind the Town hereto.

6.03 This Agreement is a complete and accurate statement of the agreement between the parties and any and all prior agreements, representations, understandings, oral or written by and between the parties with respect to the subject matter hereof, are hereby expressly superseded, and this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto.

6.04 This Agreement shall be governed by and construed in accordance with the law of the State of New Hampshire without regard to its conflict of law rules or principles.

IN WITNESS WHEREOF, the Town and (*the applicant*) have caused this Agreement to be duly executed by their respective representatives the date first set forth above.

Witness

By: _____

Its: _____
Duly Authorized Owner

Town of Hudson its Board of Selectman

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen

Witness

By: _____

Its: _____
Duly Authorized Selectmen