

WATER SERVICES AGREEMENT

Date: _____

Tisdale's Trailer Park Inc
Ronald Chirolla
P.O. Box 153
Salem, NH 03079

Re: Tisdale's Trailer Park Inc Community Water System

This Water Services Agreement is by and between the Tisdale's Trailer Park Inc. and its successors and assigns, (the **OWNER**), located at P.O. Box 153, Salem NH 03079. Hampstead Area Water Services Company (a division of Lewis Builders Development, Inc.) (**HAWSCO**) and the Hampstead Area Water Company, Inc. (**HAWC**), both of 54 Sawyer Avenue, Atkinson, New Hampshire, 03811.

1. **PURPOSE:** HAWSCO shall provide a 2" metered water main line to provide water to the water distribution system, located at Tisdale's Trailer Park development, (Premises/Easement Area) located at 185 Pelham Road, Salem, New Hampshire, in accordance with all applicable Federal and State statutes, regulations, and ordinances, as directed by the New Hampshire Department of Environmental Services (NHDES).
2. **COST OF INSTALLATION:** The cost of the installation of this main line and metering shall be \$120,000.00, with the work described as follows:
 - a. The OWNER agrees to have individual meters for each of the 58 residences, to be installed by HAWSCO at the OWNER'S expense. The meter installation includes material and labor and shall be billed at the rate of \$1,000 for each meter.
 - b. The OWNER shall also have a permanent service line connection installed by HAWSCO from the Lancaster water system to a meter pit. There shall be approximately 350 feet of 4-inch line installed to the meter pit, all of which to be paid for by the OWNER.
 - c. The OWNER shall pay for all administrative, engineering and legal fees arising from this construction, and for regulatory approvals from the Public Utilities Commission (PUC) and DES.
3. **PAYMENT:** The OWNER shall pay to HAWSCO 50% of the contract price at the signing of this agreement and 25% to be paid by progress payments to be billed through 12/31/19. The remaining balance to be paid in full by March 3, 2020. Bills are payable upon receipt.
4. **RATES.** HAWC will provide a permanent bulk water supply to the OWNER. Water rates shall be based upon HAWC's consolidated rate. HAWC's current tariff is \$100 base rate for a 2" meter and consumption rate of \$6.11 per 100 cubic feet. HAWC shall bill the OWNER monthly. This is expressly conditioned upon PUC approval.

5. **OWNER'S RESPONSIBILITIES:**

- a. The OWNER shall grant HAWC a maintenance and access easement encompassing the Premises/Easement Area in the form attached as exhibit A to be signed contemporaneously with this Agreement.
- b. The OWNER shall own and be remain responsible for the maintenance and repair of the Tisdale Trailer Park Community Water System from the meter pit connection to each residence.

6. **HAWC'S RESPONSIBILITIES:**

- a. HAWC shall own and be responsible for the connection line from the Lancaster Water System to and including the meter pit and its meter. However, if there is a water leak in the Tisdale Trailer Park Community Water System that remains unrepaired for a period of 5 days after notice from HAWC to OWNER about same, HAWC shall have the right to enter onto the Premises/Easement Area and repair such water leak. The OWNER shall pay for the cost of such water leak repair. HAWC shall also own each residential meter.
- b. HAWC is responsible to obtain PUC approval.

7. **HAWSCO's RESPONSIBILITIES**

- a. Construction of the waterline and meter pit,
- b. Installation of the meters
- c. Obtaining DES Approvals

8. **NOTICES:** The OWNER shall designate a contact representative who shall have full authority to authorize any and all work done under this CONTRACT. The initial contact representative is:

Ronald Chirolla
30 Granite Ave
Salem, NH 03079
603-339-4026

9. **SCOPE:** This proposed AGREEMENT and Exhibits, if any, attached hereto constitute a full Agreement between the OWNER, HAWSCO, and HAWC. Any changes, deletions, or alterations of any kind shall be in writing and must be signed by the OWNER, HAWSCO, and HAWC.
10. **MODIFICATION AND WAIVER:** Any modification or waiver of any of the provisions of this agreement shall be effective only if made in writing and executed by the OWNER, HAWSCO, and HAWC. The failure of any party to insist upon strict performance of any of the provisions of this agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.
11. **ENTIRE AGREEMENT:** This agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth hereunder.

12. **SITUS:** This agreement shall be construed and governed in accordance with the laws of the State of New Hampshire.
13. **PARTIAL INVALIDITY:** If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
14. **CAPTIONS:** The paragraph captions or headings of this agreement are inserted only as a matter of convenience and for reference and, in no way define, limit or describe the scope, intent or rights conferred under this agreement nor in any way affect or limit the provisions herein.
15. **MEDIATION:** If there is a dispute regarding this agreement, the parties agree to first submit such a dispute to Mediation before utilizing any other means of dispute resolution.
16. **ATTORNEY'S FEES:** If either party is required to enforce any term of this agreement by way of litigation, then the prevailing party shall be awarded their attorney's fees and costs.

TISDALE'S TRAILER PARK, INC.,

By: _____
 Ronald H. Chirolla, Vice President
 Duly authorized

Date: _____

Lewis Builders Development, Inc.
 d/b/a **HAMPSTEAD AREA WATER SERVICES COMPANY**

By: _____
 Harold Morse, Vice President

Date: _____

HAMPSTEAD AREA WATER COMPANY, INC.

By: _____
 Harold Morse, President

Date: _____

**REVISED
EXHIBIT 8**

TISDALE TRAILER PARK

PROJECT COST SCHEDULE

<u>PUC CODE</u>	<u>CONTRACTOR'S DESCRIPTION [Include machine and labor costs]</u>	<u>PRICE</u>
303	Easement Deed	\$20,000.00
304	Meter Pit and Site Work	\$20,000.00
311	Pumping Equipment (Pumps, motors, pump house, plumbing, electric, connectors, piping, valves etc.)	\$1,000.00
331	Transmission and Distribution mains i. 4", 3", and 2" piping	\$45,000.00
334	Meters 58 customers x \$450 per customer	\$26,100.00
339	Miscellaneous (not otherwise included)	\$7,900.00
Total		<hr/> \$120,000.00

**TISDALE TRAILER PARK
BILL OF SALE OF WATER UTILITY ASSETS**

NOW COMES **TISDALE TRAILER PARK, INC.**, a New Hampshire corporation, of P.O. Box 153, Salem, NH 03079 (hereinafter referred to as Seller), and for the consideration given by **HAMPSTEAD AREA WATER COMPANY, INC.**, of 54 Sawyer Avenue, Atkinson, New Hampshire (Buyer), by its agreement to operate the below-described water system, Seller does hereby sell, assign, transfer and convey to Buyer all of its right, title and interest in and to all of the following assets used in the production and supply and distribution of water produced from wells and related assets located off Rosemary Street, in the Town of Salem, Rockingham County, New Hampshire, known as the Tisdale Trailer Park development.

PUC CODE	CONTRACTOR'S DESCRIPTION [Include machine and labor costs]	PRICE
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Total		<u>\$120,000.00</u>

To have and to hold the same unto Buyer and its assigns and successors forever

Dated _____

TISDALE TRAILER PARK, INC., Owner

Witness

By: _____
Ronald Chirolla, Vice President, duly
authorized