

WATER SUPPLY AGREEMENT

The City of Portsmouth a municipal corporation with a principal place of business at 1 Junkins Avenue, Portsmouth, NH 03801 (hereinafter "City") and the Rye Water District a Village District with a principal place of business at 60 Sagamore Road, Rye, NH 03870 (hereinafter "RWD") hereby enter this water supply agreement for the purposes and under the terms and conditions described herein.

WHEREAS, at the request of the United States Environmental Protection Agency and the New Hampshire Department of Environmental Services the City has an interest in providing municipally supplied water to certain properties located in the vicinity of Breakfast Hill Road in the Town of Greenland; and

WHEREAS, the City has statutory authority to provide municipal water in Greenland, but does not have an available supply in the area; and

WHEREAS, RWD has an available municipal water supply in the vicinity of Breakfast Hill Road at the town line between the towns of Rye and Greenland;

NOW THEN, RWD agrees to provide water to the City in accordance with the following:

1. **COMMENCEMENT:** Effective at 12:01 a.m. on _____, 20__ RWD will provide a supply of water delivered by water main to a point located on the town line between Rye and Greenland at an interconnection to be construction by the City at a location to be agreed upon.
2. **METERING:** RWD shall meter the water supplied to the City in accordance with this agreement.
3. **SERVICE:** The amount of water provided by RWD to the City under this Agreement shall be that amount necessary to provide municipal water service to the Bethany Church located in the town of Greenland and currently supplied with water by RWD as well as a proposed ten (10) lot subdivision of single family residential homes located off Breakfast Hill Road on the property of Sewall identified as Tax Map R1, Lot 10.
4. **COST:** All costs for the design and construction of the infrastructure necessary to provide the service described above shall be borne by the City, subject to the precedential conditions described below.

5. **FULL TIME SUPPLY:** Rye shall provide the water required under this Agreement on a twenty-four (24) hour a day seven (7) day a week basis with the understanding that the water will be used as an element of the municipal water service provided by the City to the properties in Greenland described herein.
6. **COMPENSATION:** The City shall compensate Rye monthly in arrears for the cost of the water provided under this Agreement at the same cost per unit as for water provided to Rye by the City elsewhere, as such costs may be amended from time to time.
7. **BETHANY CHURCH:** The City agrees to accept the Bethany Church as a water customer under this Agreement. The Church shall pay all rates and fees as are charged to City of Portsmouth water customers. The Church shall be provided water service under the same terms, conditions and fees as are normally provided to any City of Portsmouth water customer.
8. **LIMIT OF SUPPLY:** The City agrees not to utilize water from RWD under this Agreement to serve any properties other than those described above, without further approval from RWD.
9. **ADMINISTRATORS:** To the extent required by law, the designed administrators of this Agreement shall be the City Manager of the City and the Chairperson of the Rye Water District Commission. The City Manager and the Chairperson of the Rye Water District Commission shall meet by mutual agreement as necessary to resolve any issues which might arise under this Agreement.
10. **ADDITIONAL DOCUMENTATION:** Conditions precedent to this Agreement becoming valid and effective are as follows:
 - A. The City reaching an Agreement with the Coakley Landfill Group which administers the Coakley Landfill Superfund Site on Breakfast Hill Road with regard to cost sharing related to the design, construction and operation of that portion of the municipal water system of the City which will be served by the water provided under this Agreement.
 - B. The City reaching an agreement with the owners of the Sewall Subdivision described above off Breakfast Hill Road with regard to cost sharing related to the design, construction and operation of that portion of the municipal water system of the City which will be served by the water provided under this Agreement.
 - C. Acquisition by the City of any necessary property rights for the installation of the water infrastructure contemplated by this Agreement.
 - D. Municipal approval of this Agreement being secured from the Portsmouth City Council, the Rye Water District Commission and the Town of Greenland, as necessary.

- E. The acquisition of any necessary approvals from the State of New Hampshire Public Utilities Commission.
 - F. The completed construction of the water infrastructure necessary to supply water to the Bethany Church and the Sewall subdivision.
11. **TERMINATION:** This Agreement shall terminate if and when the City develops an alternate water supply such that the water provided by RWD is no longer necessary to serve the water customers who receive water pursuant to this Agreement.

CITY OF PORTSMOUTH

Dated:

By:

John P. Bohenko
City Manager

Subject to approval by the Portsmouth City Council

RYE WATER DISTRICT COMMISSION

Dated: 1/7/2015

By: 
Ralph Hickson, Commissioner Chairman

Dated: 1/7/15

By: 
Arthur Ditto, Commissioner Vice-Chairman

Dated: 1/7/15

By: 
Thomas Clifford, Commissioner

Subject to approval by the annual meeting of the Rye Water District Commission on March 28, 2015.