

SEWER INFRASTRUCTURE AGREEMENT

This Sewer Infrastructure Agreement (the "Agreement") is entered into this _____ of _____, 2023, between [**PROPERTY OWNER**], [ADDRESS] Portsmouth, NH 03801 (hereinafter "Owner"), and the **City of Portsmouth**, a New Hampshire municipal corporation, with its principal place of business located at City Hall, Municipal Complex, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801 (hereinafter "City"). This agreement arises out of sewer infrastructure work at the Owner's property located at [ADDRESS] (the "Property").

WHEREAS, the City is constructing a public sewer line in the Sagamore Avenue neighborhood in Portsmouth;

WHEREAS, the Owner desires to connect their residence located at the Property to the City's new public sewer line;

WHEREAS, to facilitate this connection, the City proposes constructing the sewer infrastructure on the Property, between the City's final shutoff point (approximately edge of paved roadway) within the right of way and the Owner's residence, the scope and cost of which is described and depicted in Exhibit A (the "Work"); and,

WHEREAS, due to a variety of factors, including the results of a public bidding process and the unknown subterranean conditions at the Property, the actual cost of the Work may be different than shown on Exhibit A and will be adjusted at the conclusion of the Work; and,

WHEREAS, Exhibit A to this agreement details the estimated layout and scope of the Work; and,

WHEREAS, in accordance with Exhibit B, **the estimated cost sharing responsibility of the Owner is \$COST ESTIMATE**; and,

WHEREAS, the City Council approved a certain cost sharing structure, as further defined herein, and the Owner desires to purchase sewer infrastructure pursuant to this program.

NOW THEREFORE, the parties agree:

1. The City, through third party contractors, shall construct and install a private sewer service to provide public sewer service to Property. This includes construction of the public sewer main, sewer lateral, curb stop, pump, connection of the sewer lateral to the residence at Property, and any and all plumbing relocation and electrical upgrades necessary to facilitate the Work within the residence at the Property.
2. The City shall be solely responsible for the cost of the public sewer main, the portion of the sewer lateral within the public right of way, curb stop, pump, and the connection to the residence at the Property.
3. The Owner shall be responsible for the cost to construct and install the portion of the sewer lateral from the ejector port on the pump to the curb stop at or near the edge of the public right of way. This includes all related costs including but not limited to the cost of the sewer pipe, trench insulation, excavation, removal, protection or replacement of fencing, trees, rock, or ledge, removal and replacement of utilities, retaining walls, patios, granite curbs, rock walls, drainage or irrigation systems, walkways and driveways, loam and seed at the end of the project. The Owner shall also be responsible for the cost of restoring the Property to a substantially similar condition to before construction.
4. The Owner agrees to permit the City, its employees and contractors to enter onto the Property for the purposes of completing the Work.
5. The Owner agrees that the Estimated Cost is only an estimate, and the full scope of the actual cost to complete the Work will be determined during excavation due to unknown subterranean conditions.
6. The Owner and City agree that the cost of the Work shall constitute work on utility facilities beyond the City's final shutoff point pursuant to RSA 38:22(III).
7. Upon completion of the Work by the City, the City shall provide to the Owner the actual cost of the Work to the Owner (the "Actual Cost"). The Owner

agrees to repay the actual cost of the Work in 120 equal payments, without interest charged, as a supplemental water/sewer bill. The Owner may also elect to repay the actual cost of the Work in a single payment. **Owner agrees this lien shall be immediately due and payable in full upon the sale or transfer of the property.**

8. Owner agrees that the Actual Cost shall constitute an automatic lien on the Property pursuant to RSA 38:22, and **failure to make timely payments may result in water service shutoff pursuant to RSA 38:31 and/or collection proceedings.**
9. City estimates that the Work shall be substantially complete by [DATE SPECIFIED AT TIME OF CHANGE ORDER] and final completion shall be by [DATE SPECIFIED AT TIME OF CHANGE ORDER]. The City agrees to notify the Owner of any changes to this schedule are made.
10. Owner recognizes that the City will perform work in the interior and exterior of the Property. Therefore, the Owner agrees to grant access to the City and its contractors to both the interior and exterior of the Property for the duration of the Project for the purposes of completing the Work.
11. Owner agrees that, following completion of the Work, all infrastructure installed pursuant to this Agreement, up to and including the connection to the public sewer main, shall be the property of the Owner, in accordance with Portsmouth Ordinance Section 11.202 (A)(7).
12. Owner agrees to permit the City to record a Notice of Agreement in a form similar to the attached Exhibit C at the Rockingham County Registry of Deeds. The City shall pay for all recording costs and fees, and shall record a release upon discharge of the Actual Costs under this Agreement.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have set their respective hands the day and year above first written.

[PROPERTY OWNER OR AUTHORIZED REPRESENTATIVE]

Signature(s)

Best Contact Information: _____

City of Portsmouth

By: _____
Peter Rice, Director of Public Works

EXHIBIT A

SCOPE OF WORK

SAMPLE

EXHIBIT B

ESTIMATED COST

SAMPLE

EXHIBIT C

NOTICE OF AGREEMENT

After recording return to:
City of Portsmouth
Legal Department
1 Junkins Ave
Portsmouth, NH 03801

NOTICE OF AGREEMENT

This document shall serve as notice that certain real property located at [PROPERTY ADDRESS] in city of Portsmouth, state of New Hampshire, located at Assessor's map [#], Lot [#], owned by **[PROPERTY OWNER]**, on _____ (DATE OF MOU), has entered into a certain agreement with the City of Portsmouth, a municipal corporation with an address of 1 Junkins Avenue, Portsmouth, New Hampshire. The Agreement referenced herein facilitates the construction of certain sewer infrastructure at the Property, which creates a statutory lien pursuant to RSA 38:22.

The Agreement is on file at the City of Portsmouth Public Works facility at 680 Peverly Hill Road, Portsmouth, New Hampshire and may be viewed upon request.

By: _____
[AUTHORIZED SIGNER]

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared **[PROPERTY OWNER]**.

Notary Public:
My Commission Expires: