

TOWN OF EXETER, NEW HAMPSHIRE AND

TOWN OF STRATHAM, NEW HAMPSHIRE WATER PURCHASE AGREEMENT

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This WATER PURCHASE AGREEMENT is entered into as of the Effective Date as defined herein, by and between the Town of Stratham, a New Hampshire municipal corporation ("STRATHAM"), with a mailing address of 10 Bunker Hill Avenue, Stratham, New Hampshire 03885, and the Town of Exeter, a New Hampshire municipal corporation ("EXETER"), with a mailing address of 10 Front Street, Exeter, New Hampshire 03833, for the sale of water by Exeter to Stratham as authorized under NH RSA 53-A.

RECITALS

- . EXETER has an existing Waterworks systems;
- . STRATHAM desires to purchase from the EXETER certain volumes of water on a retail basis as defined by this Agreement;
- . EXETER and STRATHAM desire to enter into this Agreement to establish the conditions for the sale of water from EXETER to STRATHAM.

The Parties therefore agree as follows:

1. SHORT TITLE, PURPOSE, DEFINITIONS, INTERPRETATIONS, AND ADMINISTRATION

1.01 Short Title and Purpose. This Agreement may be referred to as the "Stratham/Exeter Water Purchase Agreement." EXETER agrees to sell and STRATHAM agrees to purchase water under the terms and conditions as described herein.

1.02 Definitions. For all purposes of this Agreement, including any amendments, the terms shall have the meanings set forth below.

1.02.1 "Anniversary Date" means the yearly anniversary date of the Effective Date.

1.02.2 "Maximum Rate of Flow" means the flow described in section 2.01.3.1.

1.02.3 "Maximum Daily Flow" means the flow described in section 2.01.3.

1.02.4 "Stratham Service Area" means the properties currently within the zoning district boundaries of the Gateway Commercial Business District, Special Commercial District, Commercial/Light Industrial/Office District, Professional/Residential District, and Town Center District, as described in the attached Appendix A.

1.02.5 "Period" means any length of time.

1.02.6 "Person" means any individual, firm, company, association, society, corporation, partnership, limited liability company, political subdivision, fire district, town, or group.

1.02.7 "Waterworks" means facilities for collection, storage, supply, distribution, treatment, pumping, metering, or transmission of water.

1.02.8 "Effective Date" shall mean the latter of the dates on which both Towns have signed this Agreement, and the Agreement is duly approved by the NH Attorney General, and any other applicable State offices as required by RSA 53-A.

1.03 Construction. This Agreement, except where the context clearly indicates otherwise, shall be construed as follows:

1.03.1 Definitions include both singular and plural;

1.03.2 Pronouns include both singular and plural and include both genders.

1.04 Meetings and Administration of Agreement. A minimum of one meeting per year shall be held between each Town's Board of Selectmen in order to discuss the administration of the cooperative undertaking set forth in this Agreement. More meetings may be held as reasonably necessary and may be initiated by either Town. Each Town agrees that its Board of Selectmen will be reasonably accessible for any such meeting. In the administration of this Agreement, should a decision be required, both Towns must agree. The position of each Town shall be determined by a majority vote of the respective Town's Board of Selectmen.

2. TERMS OF SUPPLY

2.01 Obligations of STRATHAM. STRATHAM agrees to the following obligations and limitations made in return for EXETER's agreement to permit connection and supply of water into STRATHAM's Waterworks.

2.01.1 Limitation of Rights. Nothing in this Agreement is intended as a grant by EXETER of any exclusive right or privilege.

2.01.2 Charges and Fees. STRATHAM shall make timely payment of all charges described in this Agreement in accordance with Article 3.

2.01.3 Quantity of Water. STRATHAM shall use and/or limit as further described and regulated herein, its usage of EXETER's Waterworks to the following:

Maximum daily flow of 125,000 gallons per day as determined by the daily average of 365 days within a calendar year (the "Maximum Daily Flow").

EXETER shall have no responsibility to supply water in excess of these stated amounts with the exception of a fire flow during an emergency response. For its part, STRATHAM agrees only to use the water purchased from EXETER for its customers in the Stratham Service Area. If STRATHAM wishes to use water purchased from EXETER for customers outside of the Stratham Service Area, STRATHAM shall seek the approval of the EXETER for such sales.

No temporary supply beyond the Maximum Daily Flow described in this section shall be authorized without the consent of the EXETER Board of Selectmen. The EXETER Director of Public Works may authorize a temporary increase in the Maximum Daily Flow to STRATHAM, but not for a period of greater than thirty (30) days, without the approval of the EXETER Board of Selectmen. The Director shall

notify the Board of Selectmen within twenty-four (24) hours of any temporary increase authorization order to STRATHAM.

2.01.3.1 Maximum Rate of Flow. In consideration of the rate per 1000 gallons charged to STRATHAM pursuant to Section 3.02.1, EXETER shall take reasonable measures to provide a maximum available flow rate to STRATHAM of up to 1500 gallons per minute at a minimum pressure of 20 psi. EXETER shall have no obligation to provide flow rates in excess of 1500 gallons per minute.

2.01.4 Sale of Water. STRATHAM may sell water purchased pursuant to this Agreement only for the benefit of Persons located within the Stratham Service Area unless otherwise authorized by EXETER.

2.01.5 Control of System Leaks and Wasteful Use. STRATHAM shall operate and maintain its Waterworks in accordance with customary engineering practices and with the guidelines set forth below.

2.01.5.1 STRATHAM shall minimize any wasteful use of water within the STRATHAM Service Area.

2.01.5.2 In any period in which STRATHAM receives water pursuant to this Agreement, STRATHAM shall impose the same voluntary or mandatory restrictions on water use by its customers (e.g. sprinkling bans) as EXETER shall impose on its customers. The imposition and removal of any restrictions shall be within the sole and exclusive discretion of EXETER, but nothing in this Agreement shall prevent STRATHAM from imposing its own restrictions, which are more restrictive than those imposed by EXETER.

2.01.6 Conformance of Law. STRATHAM shall comply and shall ensure that its customers and any private water systems connected to the Stratham Service Area comply with all applicable laws of the United States and of the State of New Hampshire, including but not limited to all rules and regulations of the New Hampshire Department of Environmental Services, and all applicable ordinances and regulations of EXETER. If STRATHAM fails to comply with this Section 2.01.6 and after 30-day advance written notice from EXETER, EXETER may discontinue all services to STRATHAM until such time as STRATHAM demonstrates its compliance with this Section.

2.01.7 Quality of Water. EXETER shall supply water meeting the drinking water quality criteria established by applicable law and under the government permits issued to EXETER for operation of their treatment and distribution facilities by regulatory agencies having jurisdiction, and shall use their best efforts to maintain compliance with such laws and permits to ensure public health, welfare and safety.

2.02 Obligations of EXETER. EXETER agrees to the following obligations and limitations in return for the timely payment by STRATHAM of the charges specified in this Agreement.

2.02.1 Metering Point. EXETER shall supply water to STRATHAM via a meter station located in close proximity to the corporate boundary of EXETER and STRATHAM subject to the limitations contained herein. Additional metering points may be added by mutual agreement and subject to the provisions of this Agreement.

2.02.2 Measurement of Flows. The measurement of water delivered to STRATHAM shall be undertaken by EXETER through the metering point referenced in Section 2.02.1. Such flow measurements shall be made by one or more metering devices provided and installed by EXETER.

2.02.3 Construction of Connection Facilities; Meter vaults, buildings, and/or metering devices between EXETER's Waterworks and STRATHAM's Waterworks, including modifications or upgrades which may be necessary to effectuate this Agreement, (collectively "Connection Facilities") shall be designed by EXETER in compliance with its specifications and constructed by EXETER, and/or any subcontractors as EXETER shall choose to employ, such a decision to be made at EXETER's sole discretion. Cost of constructing the Connection Facilities shall be paid by EXETER. Should STRATHAM construct a booster pump station at the same location, STRATHAM will pay its proportional share of the cost of the Connection Facilities designed to accommodate the booster pump. It is understood that STRATHAM will pay for any other necessary connections from the EXETER Waterworks to the Connection Facilities.

2.02.4 Ownership of Connection Facilities. EXETER shall own, operate, and maintain the meter station, the piping within the meter building. All Metering facilities shall be maintained by EXETER. Any booster pump shall be owned, operated, and maintained by STRATHAM.

2.02.5 Maintenance of Metering Devices.

2.02.5.1 Any and all metering devices installed pursuant to this Agreement shall be inspected and calibrated in the manner provided by regulations of the NHDES at EXETER's expense. A copy of any inspection and calibration reports shall be filed at EXETER's offices and shall be available for examination by STRATHAM at the offices of EXETER during normal business hours.

2.02.5.2 STRATHAM may request EXETER to test and certify as to the accuracy of any metering device at any time. If the metering device reads within specifications accepted by the NHPUC, the cost of such tests shall be borne by STRATHAM. If the average error over different test rates is greater than that allowed by the NHDES, the cost of the tests shall be paid by EXETER. Any adjustments will be made in accordance with NHDES regulations.

2.02.5.3 In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by EXETER based on past records for a comparable period and adjusted for known emergency flows, if any. The estimates shall be used by EXETER to calculate the payments due from STRATHAM. Such payments shall be subject to the provisions of Article 3 below.

2.02.6 Record, Accounts, and Audits. EXETER shall maintain records of all financial transactions with STRATHAM, and these records shall be available for inspection by STRATHAM at the office of EXETER Water Department during normal business hours. Said records shall be available for inspection by other parties only upon presentation to EXETER of a written authorization from STRATHAM and in accordance with applicable law. The financial statements of EXETER shall be available for inspection by STRATHAM within a reasonable time after it has been accepted by EXETER. Audits will be limited to the audited year as accepted by EXETER. The request to audit shall be made within one (1) year of the financial

statements being accepted by EXETER. STRATHAM shall have the right to audit billing annually, by written notice to EXETER, and such audit shall be conducted at STRATHAM's sole expense by an independent Certified Public Accountant. Such audit shall be conducted at EXETER's office (or other place designated by EXETER) after reasonable written advance notice. The audit shall be commenced not more than thirty (30) days after STRATHAM's audit notice, and shall be completed within thirty (30) business days of when commenced subject to the reasonable cooperation of the EXETER. STRATHAM shall send EXETER a copy of the audit results within thirty (30) days of completion of the audit. If such an audit finds that EXETER has overcharged, EXETER shall reimburse STRATHAM with interest at the rate of six percent (6%) per annum on such excess payment for the period in which EXETER had received such excess payment. If such an audit finds that EXETER has undercharged, STRATHAM shall reimburse EXETER with interest at the rate of six percent (6%) per annum on such under payment for the relevant period. Further, if audit finds that EXETER has overcharged STRATHAM by five percent (5%) or more, EXETER will pay STRATHAM's audit expense for that audit. EXETER agrees to keep books and records of billings under this Agreement, consistently maintained in accordance with generally accepted accounting principles on a year to year basis.

2.03 Responsibility for System Operation and Maintenance. EXETER assumes no responsibility for operation and maintenance of Waterworks constructed and owned by STRATHAM to include communicating directly with STRATHAM's customers. EXETER's sole duty, hereunder shall be to supply water to STRATHAM up to the maximum amounts specified in Section 2.01.3 at the locations specified in Section 2.02.1 subject to the terms and conditions contained herein. STRATHAM agrees to operate and maintain its system consistent with all applicable federal, state, and local regulations. Notwithstanding the foregoing, EXETER may assume the ownership, operation, and maintenance of the water system and facilities in Stratham, or any portion thereof upon mutual agreement by the parties, and vote of the respective governing bodies.

2.04 Limitation of Liability.

2.04.1 Liability for Non-Negligent Acts. If EXETER shall be unable to supply some or all of the water demanded by STRATHAM under this Agreement for any reason other than EXETER's own willful act or negligence, EXETER shall not be liable to STRATHAM for any damages arising out of such failure to supply water. STRATHAM hereby waives any rights it might have to any such damages.

2.04.2 Liability for Accident. Neither EXETER nor STRATHAM shall be liable in damages or otherwise for failure to perform any obligation under this Agreement, which failure is occasioned by or in consequence of any act of God, act of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, drought, fires, storms, floods, winter freeze, washouts, vandalism, arrests and restraints of rulers and peoples, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery or lines of pipe, failure or want of water supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of such party and which act, omission or circumstances such party is unable to prevent or overcome by the exercise of reasonable care.

2.04.3 Liability Resulting from Negligence. Neither STRATHAM nor EXETER shall be relieved of liability for loss resulting from its negligence, intentional actions, or its failure to use due diligence to attempt to remedy any interruption in the supply of water to STRATHAM under this agreement and to remove any such interruption in an adequate manner and with all reasonable dispatch. Notwithstanding any such interruption, STRATHAM will remain obligated to make payments of amounts then due with respect to water theretofore supplied.

2.04.4 STRATHAM's Liability for future Capital Expenditures. STRATHAM shall be responsible to compensate EXETER for its proportional share of capital expenditures made by EXETER not funded within the water rates structure to 1) ensure compliance with the requirements of the Safe Drinking Water Act as directly related to the STRATHAM Service Area 2) Repair, replace, upgrade water infrastructure within EXETER if the upgrades that are being made within EXETER are directly related to STRATHAM's request to purchase a specific volume and flow rate of water in addition to the amounts stated in Section 2.01. If upgrades are needed to be made to EXETER's water infrastructure for the sole purpose of meeting the purchase request of STRATHAM, EXETER shall give STRATHAM prior written notice of such a need. STRATHAM shall be responsible to compensate EXETER for the final cost, of STRATHAM's proportionate share of the EXETER capital improvement as mutually agreeable. STRATHAM's obligations under this Section are subject to receiving sufficient prior notice from EXETER to allow STRATHAM to seek necessary budgeting and approvals for any such appropriations. If STRATHAM is unable to obtain necessary approvals, STRATHAM shall have the option to terminate this Agreement upon prior notice to EXETER.

2.04.5 The terms of section 2.04 shall survive any termination of this Agreement.

2.05 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY HAVE ANY RIGHT HEREUNDER AGAINST THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST REVENUES OR LOST PROFITS, EVEN IF THE OTHER PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

2.06 Cooperation. Each Town agrees at all times to act in good faith to carry out the intent and purpose of this Agreement and to endeavor in good faith to amicably resolve any disputes or disagreements that may arise hereunder.

2.07 Notices. All notices and other writings sent pursuant to this Agreement shall be addressed in writing to the Towns of:

EXETER at:

Town of Exeter

Attention: Town Manager

10 Front Street

Exeter, NH 03833

and to STRATHAM at:
Town of Stratham
Attention: Town Administrator
10 Bunker Hill Avenue
Stratham, NH 03885

or at such other address as is indicated by written notice to the other party.

Such notices will be effective (a) on the delivery date if delivered personally to the party; (b) on the delivery date if delivered by a commercial overnight carrier with written verification of receipt; or (c) three (3) business days after the mailing date, whether or not received, if sent by US mail, return receipt requested.

3. PAYMENTS, RATES, BILLING, AND TEMPORARY USE FOR SERVICES

3.01 Buy-in Fee. STRATHAM shall pay EXETER a one-time buy-in fee of two-million dollars (\$2,000,000). This fee shall be payable upon the start of construction of the STRATHAM water distribution facilities.

3.02 Basis for Payments. STRATHAM shall pay EXETER for each gallon of water supplied to STRATHAM at the locations stated in Sections 2.02.1 hereof at the rate specified in Section 3.03. Payment shall be made in accordance with the provisions of Sections 3.04, 3.05 and 3.06 hereof. The volume of water supplied to STRATHAM shall be determined by means of one or more metering devices which shall meet all the requirements of Federal, State and Municipal law, and which shall be owned, installed and maintained by EXETER at one or more locations as mutually agreeable.

3.03 Rates.

303.1 Rate Per 1,000 gallons. The rate charged for water supplied to STRATHAM shall be an established retail rate presently, as of the Effective Date, \$7.45 per 1,000 gallons in Tier 2, and \$8.00 per 1,000 gallons in Tier 3. STRATHAM shall also pay the same quarterly service charge as customers of EXETER. This rate will be adjusted consistent with rate adjustments to the Town of EXETER water rate schedule, by the Exeter Board of Selectmen. Should the rates change, EXETER will give STRATHAM reasonable notice, consistent with its notice to all ratepayers of the change in order for STRATHAM to communicate said change to its customers. During the term of this Agreement, EXETER agrees not to create a separate rate category, which consists primarily of STRATHAM as a water user.

3.04 Temporary Use. Should STRATHAM require water from EXETER in excess of the limits allocated in Section 2.01.3 and EXETER in its absolute discretion agrees to supply such water to STRATHAM then STRATHAM shall be provided such water at the current retail EXETER Tier 2 and 3 rates for the duration of time determined at the sole discretion of the EXETER. Nothing in this section, however, shall be construed as giving STRATHAM a right to any water in excess of the limits specified. EXETER shall have sole and exclusive discretion as to the determination of the availability of water in excess of the amount stated in Section 2.01.3 and the determination of the length of any prolonged temporary use.

3.05 Billing Cycle. EXETER shall bill STRATHAM on the same billing cycle basis it bills customers of the EXETER system. Payment on bills shall be due upon presentation and in accordance with EXETER's ordinances regulating same.

3.06 Delinquent Bills. Bills remaining unpaid for thirty (30) days or longer from the billing date shall be subject to one and one-half (1 1/2) percent interest per month on the unpaid balance from the original due date. If bills or payments to be made pursuant to this agreement remain unpaid for thirty (30) days or longer after the due date, EXETER may issue a notice to STRATHAM and to the NHDES of intent to discontinue service. If the bill remains unpaid for fifteen (15) days or longer after the date of the notice of intent to discontinue service described above, all supply of water by EXETER to STRATHAM shall cease, and said supply shall not be renewed until all outstanding bills are paid in full at the office of EXETER. In lieu of such discontinuance, EXETER may require STRATHAM to post a deposit and make payments more frequently than at quarterly intervals.

3.07 Charge for Resumption of Service. If EXETER ceases to supply water to STRATHAM pursuant to Section 2.01.6 or Section 3.06 above, EXETER shall impose a charge for resumption of said supply of water that is equivalent to any resumption of service charge that EXETER would charge one of its own customers to resume their service.

3.08 Expansion and/or Upgrading of EXETER. In all cases, EXETER shall be the sole judge as to all improvements, additions or expansions to its Waterworks, provided that the undertaking of such improvements, additions or expansions does not impair the ability of EXETER to provide water to STRATHAM pursuant to this Agreement.

4. AMENDMENT, TERMINATION, INSURANCE, AND INDEMNIFICATION

4.01 Amendment. The provisions, terms, and conditions of this Agreement may be modified only by written amendments, executed with the same formality as this Agreement.

4.02 Assignment. No assignment by STRATHAM of its rights or duties under this Agreement shall be binding on EXETER, unless EXETER consents to such an assignment in writing. No assignment by EXETER of its rights or duties under this Agreement shall be binding on STRATHAM, unless STRATHAM consents to such an assignment in writing.

4.03 Waiver. Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said rights or another right it may have hereunder.

4.04 Term and Supersession. The intent of the parties is for the total term of this agreement to be 30 years. This Agreement shall be filed with the Town Clerk of each Town and with the Secretary of State under RSA 53-A:4.

4.04.1 Initial Term. The initial term of this agreement shall commence on the date on which STRATHAM's Waterworks receives its first metered water flow and shall continue for a period of twenty (20) years thereafter ("Initial Term"). If commencement of construction under this agreement does not occur within thirty-six (36) months of the Effective Date of this agreement, then EXETER or STRATHAM

may elect, after providing written notification to the other, to terminate this agreement.

Notwithstanding the foregoing, STRATHAM is granted a 180-day extension of time to begin construction under this agreement, provided that STRATHAM has given EXETER written proof of STRATHAM's commencement of the permitting process and STRATHAM is actively in pursuit of said permitting process. In addition, should STRATHAM not obtain approval by the Stratham Town Meeting to fund the design and construction of the public water system after three attempts, this Agreement shall automatically terminate.

4.04.2 Automatic Renewal. Upon the expiration of the Initial Term, this agreement shall automatically renew for ten (10) additional years on the same terms and conditions set forth herein. Said Renewal Term shall become effective unless EXETER or STRATHAM shall give written notice to the other of no less than five (5) years prior to the expiration of the Initial Term of the intent to terminate or modify the terms and conditions set forth herein.

4.04.3 Supersession and Additional Extension of Term. At any time after the Initial Term and during the Renewal Term, EXETER or STRATHAM shall advise the other in writing if they wish to further extend the Term beyond the Renewal Term, setting forth its proposed extension term. EXETER or STRATHAM shall give written notice to the other of no less than five (5) years prior to the expiration of the Renewal Term of the intent to extend the Term and/or modify the terms and conditions set forth herein. Within thirty (30) days after the receipt of such notice, the parties shall meet to discuss such an extension and any modifications to the terms and conditions of the agreement. Upon establishing the terms of any proposed extension term as set forth herein, this agreement shall be amended in writing and signed by both Parties setting forth those terms and incorporating all of the other terms and conditions of this agreement.

4.05 Termination. STRATHAM agrees to maintain compliance at all times with all ordinances, policies, and regulations of EXETER regarding water supply piping and facilities. In the event of non-compliance EXETER may terminate water use if STRATHAM fails to remedy the non-compliance within thirty (30) days of written notice. Prior to such a termination, STRATHAM shall have an opportunity for a hearing before the Exeter Board of Selectmen to show cause why service should or should not be terminated and to grant an extension of time to come into compliance. An extension of time shall not be unreasonably denied.

4.06 Breach. Either party may terminate this Agreement prior to the time specified in Section 4.04 if the other party has violated any of the covenants undertaken herein, or any of the duties imposed upon it by this Agreement; provided that the party seeking to terminate for such cause shall give the offending party one hundred twenty (120) days advance written notice, specifying the particulars of the violation claimed; and if at the end of such time the party so notified has not removed the cause of complaint, or remedied the purported violation, then the termination of this Agreement shall be deemed complete.

4.07 Insurance. Each Town shall maintain statutory Workers' Compensation Coverage as prescribed by New Hampshire law for their respective Employees, as well as any applicable employee benefit

insurance. Each Town shall maintain the following Property-Liability insurance protection: (i) Replacement cost protection for property losses; (ii) General Liability and Automobile Liability protection with combined single limits of \$5,000,000, with no aggregate limits; (iii) Public Officials Liability(Wrongful Acts) Protection with combined single limits of \$5,000,000, with no aggregate limits. The Towns may select any insurance carrier or pooled risk management program established under RSA 5-B (the "Carrier") to provide their respective property-liability protection insurance coverage. In the event either Town intends to cancel any of the above insurance coverage through its then current carrier during the term of this Agreement, such Town shall notify the other Town and its Carrier at least forty-five (45) days prior to the end of any applicable term if they choose to non-renew.

4.08 Indemnification. Each Town hereby covenants and agrees to defend, indemnify and hold harmless the other Town and its officers, board members, employees, representatives, attorneys and agents from any and all claims, suits, actions, losses, damages, costs, including reasonable attorney fees, or injury to persons or property to the extent caused by the negligent acts, errors or omissions of the indemnifying Town or its officers, board members, employees, representatives, attorneys and agents. The terms of this section shall survive any termination of this Agreement.

5. MISCELLANEOUS PROVISIONS

5.01 Severability. If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision had not been contained herein.

5.02 Exercise of Judgment. Where either party is directly or implicitly authorized to exercise its judgment under this Agreement, its judgment shall be valid unless clearly unreasonable.

5.03 Status of Legal Representatives, Successors, and Assigns. The benefits and burdens of this Agreement shall inure to and be binding upon the parties and their respective legal successors, legal representatives and permitted assigns.

5.04 Third Parties. EXETER assumes no responsibility for any facility not included in its Waterworks, and in the event that a facility of a third party shall be involved in the furnishing of service to, or the receipt of service from STRATHAM, STRATHAM shall look solely to such third party for any such services. STRATHAM assumes sole responsibility for compliance with this Agreement by all third party users or customers of its Waterworks. EXETER shall deal directly with STRATHAM which shall, in turn, make certain that all users and customers comply with this Agreement and with all applicable rules and regulations.

5.05 Entire Agreement; Amendment. This Agreement and any amendments attached hereto constitutes the entire agreement of the parties with respect to the subject matter covered in this Agreement and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter, all of which are merged in this Agreement. This Agreement

may not be amended or modified except by a further written agreement signed by the parties hereto specifically referencing this Agreement.

5.06 Assignment. Neither Town may assign any of its rights, obligations, or duties hereunder without the prior written consent of the other party, with the exception of assignments by operation of law.

5.07 Waiver. No failure or delay on the part of any party to this Agreement in exercising any right or remedy under this Agreement shall operate as a waiver; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of any other right or remedy. No provision of this Agreement may be waived except in writing signed by the party granting such waiver.

5.08 Counterparts. This Agreement may be executed in two or more counterparts, each one of which shall constitute an original, but all of which together shall constitute one and the same document.

5.09 Rights and Remedies. The various rights and remedies of a party to this Agreement shall be construed as cumulative, and no one of them shall be exclusive of any other legal or equitable remedy that such party might otherwise have in the event of breach or default with respect to the terms of this Agreement (except to the extent a remedy in this Agreement is expressly made an exclusive remedy). The exercise of one right or remedy by a party or parties shall not impair its right to any other right or remedy. The terms of this section shall survive any termination of this Agreement.

5.10 Relationship of Parties. Neither party shall represent itself to be the agent, employee, partner, or joint venturer of the other party and may not obligate the other party or otherwise cause the other party to be liable under and contract or otherwise. Each party shall be solely responsible for payment of its taxes and payment of its employees and independent contractors, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

5.11 Governing Law. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to any applicable conflict of law.

Each party is signing this Agreement on the date stated opposite that party's signature.

TOWN OF STRATHAM

By: 

Timothy Copeland, Chair of

01-11-16

Date

Board of Selectmen

Duly Authorized

TOWN OF EXETER

By:

James O. Gilman
James O. Gilman Chair of

11/11/14
Date

Board of Selectmen

Duly Authorized

RSA 53-A APPROVALS

This Agreement has been reviewed and approved by the Office of the Attorney General pursuant to RSA 53-A.

Date

NH Attorney General's Office

CERTIFICATION OF FILING

Copies of this Agreement were filed with the Exeter and Stratham Town Clerks on the dates indicated below.

_____, Stratham Town Clerk - Date

_____, Exeter Town Clerk -Date




APPENDIX A: Stratham Service Area (August 2015)

LEGEND

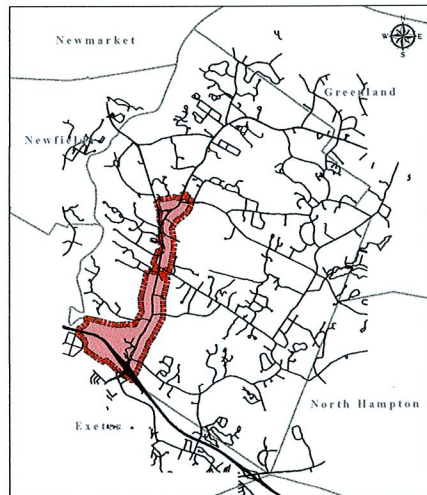
Stratham Service Area



Service Area Zoning Districts

-  Gateway Commercial Business District
-  Special Commercial District
-  Commercial/Light Ind./Office District
-  Professional / Residential District
-  Town Center District

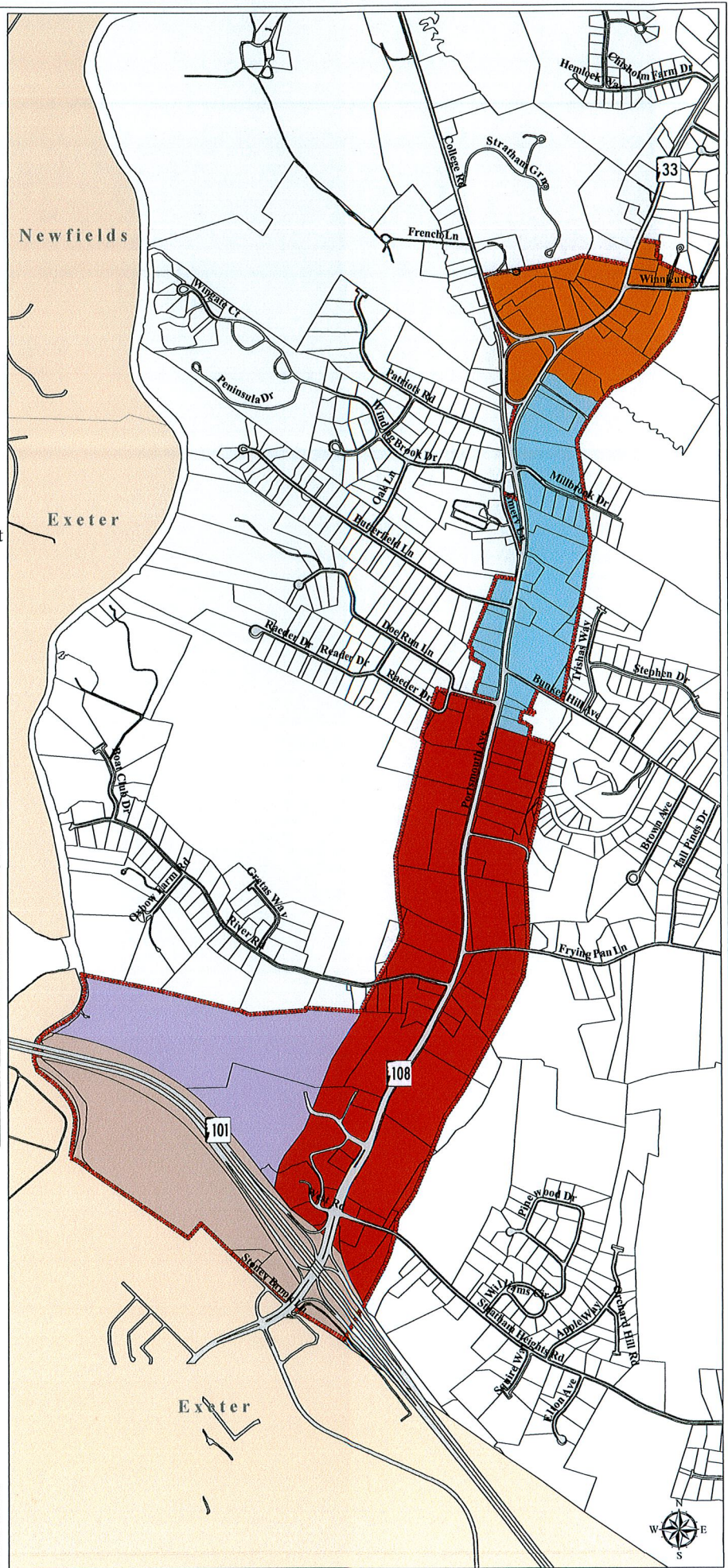
Area of Detail



0 287.5 575 1,150 1,725 2,300 2,875 3,450 Feet

1 inch = 575 feet

Notes:
1. Service Area Map created by the Planning Department using data available from the Town of Stratham, Sewall Inc., GRANIT, and Rockingham Planning Commission. Zoning Districts valid as of March 2013 Zoning Ballot Vote.
2. The Planning Department maintains a continuing program to identify and correct errors. The Department makes no claims as to the validity or reliability or to any implied uses of this representation.





APPENDIX A:
Birmingham Service Area
(March 1977)

111 END

- 1. Birmingham Service Area
- 2. The Area Within Existing Districts
- 3. Railway Corridor in Business District
- 4. Central Commercial District
- 5. Commercial Light Industrial District
- 6. Professional, Executive, and District
- 7. Urban Center District

Plan of District

