

AGREEMENT FOR THE SUPPLY OF WATER

TABLE OF CONTENTS

1.	<u>Supply of Water</u>	1
2.	<u>Billing Schedule for Water and Payment</u>	2
3.	<u>Charges for Supply of Water</u>	2
4.	<u>Other Charges</u>	2
5.	<u>Term of Agreement</u>	4
6.	<u>Delivery of Water</u>	4
7.	<u>Allocation of Risk of Loss</u>	5
8.	<u>Permitted Uses of Water</u>	5
9.	<u>Forbidden Uses of Water</u>	6
10.	<u>Installation of Meter and Associated Equipment, Payment for Meter and Condition Precedent to Connection to System and to Supply of Water</u> ..	9
11.	<u>Permitted Components and Connections</u>	10
12.	<u>Forbidden Connections</u>	12
13.	<u>Compliance with Regulations of Hopedale Board of Water and Sewer Commissioners</u>	13
14.	<u>Furnishing Rates and Billing Information to Hopedale Board</u>	14
15.	<u>Default</u>	14
16.	<u>Time of the Essence</u>	15
17.	<u>No Assignment</u>	15
18.	<u>No Third-party Beneficiaries</u>	15

19.	<u>Notices</u>	15
20.	<u>Applicable Law</u>	16
21.	<u>No Waiver</u>	16
22.	<u>Section Headings and Table of Contents</u>	16
23.	<u>Disclaimer or Warranties</u>	16
24.	<u>No Effect on Specific Previous Agreement</u>	16
26.	<u>Entire Agreement</u>	17
27.	<u>Multiple Originals</u>	18

AGREEMENT FOR THE SUPPLY OF WATER

This Agreement for the Supply of Water ("Agreement") is made as of this _____ day of May, 2005 (the "Effective Date") by and between the Hopedale Board of Water and Sewer Commissioners, a Massachusetts board of water and sewer commissioners created under St. 1982, §578 having its principal place of business at 78 Hopedale Street, Hopedale, Massachusetts 01747 ("Hopedale Board") and the Town of Mendon, a Massachusetts municipal corporation having its principal place of business at 20 Main Street, Mendon, Massachusetts 01756.

Witnesseth:

WHEREAS, the Milford Water Company is supplying the Town of Mendon with water for 138 lots of land in Mendon through a water distribution system in Hopedale, and

WHEREAS, the Town of Mendon wishes the Hopedale Board of Water and Sewer Commissioners ("Hopedale Board") to supply water to the Town of Mendon for these 138 lots of land in Mendon, and

WHEREAS, the Town of Mendon intends to fund and contract for the finding and development of an alternative water source for these 138 lots of land in Mendon before February 1, 2007, which source will not require the use of the Hopedale Board's water distribution system, and

WHEREAS, the Hopedale Board desires to minimize the use of water it supplies outside Hopedale, so that the Hopedale may become independent of water delivered from outside Hopedale, and

WHEREAS, the Hopedale Board desires to prevent contamination of the water it supplies, and

WHEREAS, the Hopedale Board makes system-wide assessments, which assessments usually fund system upgrades or capital projects,

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement, the Hopedale Board and the Town of Mendon agree as follows.

1. Supply of Water

The Hopedale Board agrees to supply water to the Town of Mendon and the Town of Mendon agrees to pay for the supply of water for up to one hundred and

thirty-eight (138) lots of land on which structures have already constructed and which are more fully described in Exhibit A to this Agreement, in accordance with the covenants and conditions set forth in this Agreement.

The Town of Mendon acknowledges and accepts that the water supplied under this Agreement for the Supply of Water may vary in taste, color and odor, and may contain neither chlorine nor fluorine.

2. Billing Schedule for Water and Payment

The billing schedule for water supplied under this Agreement shall be the billing schedule in effect for dwellings in Hopedale.

For any charges under this Agreement, the Town of Mendon agrees to pay all bills, invoices and statements of amounts due within thirty days of the date the Hopedale Board sends the bill, invoice or statement of amount due. The sending of a second notice of amount due shall not extend the time for payment. Lack of payment or incomplete payment to the Town of Mendon from one or more persons to whom the Town of Mendon supplies water shall not eliminate, diminish or delay the obligation of the Town of Mendon to pay the Hopedale Board.

Payments more than thirty days overdue shall bear interest at the rate set for unpaid balance on real estate taxes, which at the Effective Date of this Agreement is set by Massachusetts General Laws chapter 59, Section 57.

3. Charges for Supply of Water

The Town of Mendon shall pay the Hopedale Board one hundred and twenty-five per cent (125%) of the highest rate the Hopedale Board charges for the supply of water in Hopedale. At the Effective Date of this Agreement, the highest rate the Hopedale Board charges for the supply of water in Hopedale is \$3.64 per 100 cubic feet supplied.

4. Other Charges

In addition to charges for supplying the quantities of water used as described in Section 3 above, the Town of Mendon shall pay the following amounts to the Hopedale Board.

a. System-wide Assessments

If, on the Effective Date of this Agreement or thereafter, residential water customers of the Hopedale Board are assessed additional charges, the Town of Mendon shall also pay the Hopedale Board these charges, multiplied by the one hundred and thirty-eight (138).

The Town of Mendon acknowledges that on the Effective Date of this Agreement, The Hopedale Board is assessing each of its water customers an additional eight dollars (\$8) per quarterly bill.

b. Hydrant Fees

The Town of Mendon shall pay the Hopedale Board a hydrant fee of two hundred and fifty dollars (\$250) per hydrant installed in Mendon.

The hydrant fee described in this section shall not apply to the hydrants installed in the land in Mendon now or formerly owned by T. Bedrosian, LLC, shown as Lots 13 through 29 on Sheet 1 of 7 of a plan entitled New Homes at Eight Rod Road, dated May 11, 1988, last revised 12/15/88 by Guerriere & Halnon, Inc., Engineering and Land Surveying, 1031 Providence Rd., Whitinsville, Mass. and recorded at the Worcester District Registry of Deeds in Plan Book 707 as Plan 102, which hydrants are the subject of another contract.

The Town of Mendon shall pay this hydrant fee without regard to the quantity of water which flows from the hydrants, and without regard to whether any water was flows from the hydrants. The payment of hydrant fees does not eliminate or diminish the obligation of the Town of Mendon to pay the Hopedale Board for all its supply of water, including water flowing through hydrants.

c. South Main Street Water Line Cleaning

If the Hopedale Board enters into a contract to clean the South Main Street water line during the term of this Agreement for the Supply of Water, at each anniversary of the date of the initial water line cleaning contract the Town of Mendon shall pay the Hopedale Board two and two-tenths per cent (2.2%) of the cost of cleaning the water line in South Main Street in Hopedale and related costs of alternative water supply during cleaning. If the term of this Agreement for the

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 4 of 18

Supply of Water ends before an anniversary of the date of the initial water line cleaning contract, the final charge to the Town of Mendon for water line cleaning shall be pro-rated based on the number of days since the last anniversary date of the water line cleaning contract (or, if this Agreement ends less than one year after the date of the initial water cleaning contract, pro-rated based on the number of days since the date of the water line cleaning contract.)

5. Term of Agreement

The term of this Agreement shall begin on the Effective Date and shall end on May 31, 2008, except as otherwise set forth herein.

Upon termination of this Agreement, the Town of Mendon shall still be obligated to pay all amounts of money due to the Hopedale Board incurred before the termination.

If the Hopedale Board ceases supplying water in Hopedale, this Agreement shall end. If, however, such a cessation of the supply of water by the Hopedale Board results from the Hopedale Board selling its water distribution system to a private water company, or results from the Hopedale Board contracting with a private water company or governmental entity to use the water distribution system owned by the Hopedale Board to supply water in Hopedale, the Hopedale Board shall include as a condition of the sale of the water distribution system or as a provision in the contract for the supply of water in Hopedale that if such private water company or such governmental entity supplies water in Hopedale within one-half ($\frac{1}{2}$) mile of the 138 lots of land in Mendon described in Exhibit A to this Agreement, such private water company or such governmental entity shall continue to supply water under this Agreement.

6. Delivery of Water

The Hopedale Board shall supply water in a pipe no less than six inches in diameter at a meter, described in Section 10 below, located at the intersection of Route 140 and Hartford Avenue East in Hopedale. The present pipe at that location is an eight inch pipe. The Hopedale Board may continue to supply water with an eight inch pipe.

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 5 of 18

The Hopedale Board shall not be liable for failure to supply water or a reduction in the supply, pressure, flow rate or volume of water if such failure is due to

- a breakdown in the water distribution system or water supply
- natural causes, such as drought
- the unavailability to the Hopedale Board of water from sources outside Hopedale
- contamination of the water supply available to the Hopedale Board
- unavailability of chemicals or other supplies for water processing (without imposing any obligation to use any chemicals or other supplies to process water, or to process water in any way)
- mechanical failures
- an emergency, such as a fire, requiring large amounts of water in a short period of time.
- labor disputes
- severe weather

7. Allocation of Risk of Loss

The Town of Mendon shall pay the Hopedale Board for all water the Hopedale Board supplies under this Agreement, however consumed, used, lost, wasted or stolen after the water passes through the meter described in Section 10 below.

8. Permitted Uses of Water

The water supplied to the Town of Mendon under this Agreement shall be used for the following purposes, and for no other purposes:

- a. for one hundred and thirty-eight (138) lots of land described in Exhibit A to this Agreement, occupied as dwellings, with no other use except business uses permitted in single family residences under the zoning by-laws of the Town of Mendon as those zoning by-laws existed on January 1, 2005 and except the business and religious uses shown in Exhibit A, as those business and religious uses existed on January 1, 2005.
- b. for fire hydrants located on the lots of the one hundred and thirty-eight (138) lots of land described in Exhibit A and in the streets directly in front of the lots for these lots of land, only for the use of fighting fires which are active at the time water is drawn from these hydrants
- c. for flushing and maintenance of the water distribution system, pipes and hydrants located on the lots for the 138 lots of land described in Exhibit A and in the streets directly in front of these lots.

9. Forbidden Uses of Water

The Town of Mendon shall neither use water supplied under this Agreement nor allow anyone else to use water supplied under this agreement for any purpose other than the permitted uses described in Section 8 above.

The forbidden uses of water supplied under this Agreement for the Supply of Water include, but are not limited to, the following:

- a. using water for non-residential purposes except business uses permitted in a single family residence under the terms of the zoning by-laws of the Town of Mendon as those zoning bylaws existed on January 1, 2005 and except business and religious uses shown on Exhibit A, as those business and religious uses existed on January 1, 2005
- b. using hydrants for recreational sprinklers
- c. transporting or transmitting water in any manner for use outside the lots for the one hundred and thirty-eight (138) lots of land described

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 7 of 18

in Exhibit A in a quantity greater than 100 gallons in any one week, without accumulation of quantities from week to week, except for fighting fires which are active at the time water is drawn from the hydrants permitted under this Agreement.

In addition, any contamination of the water in the water distribution system in Mendon or in the water system of any of the one hundred and thirty-eight (138) lots of land described in Exhibit A is forbidden, without regard to the substance of the contaminant, including water other than water supplied by the Hopedale Board.

The Town of Mendon shall deliver a "Notice of Terms of Service" to each of its customers and each of its new customers stating, in substance, that the water being supplied by the Town of Mendon to that residence may not be used for any of the following purposes:

- a. using water in for non-residential purposes except business uses permitted in a single family residence under the terms of the zoning by-laws of the Town of Mendon as those zoning by-laws existed on January 1, 2005 and except business and religious uses shown on Exhibit A, as those business and religious uses existed on January 1, 2005;
- b. using hydrants for recreational sprinklers;
- c. transporting or transmitting water in any manner for use outside the residential parcel to which it is supplied in a quantity greater than 100 gallons in any one week, without accumulation of unused quantities from week to week;
- d. connecting the water system to any other lot or to any other building or the same lot.

In addition, the "Notice of Terms of Service" shall also state, in substance

The Water supplied to your house [business/religious institution] was supplied to the Town of Mendon by the Hopedale Board of Water and Sewer Commissioners. The Town of Mendon requires you to comply with the water rules, regulations, ordinances,

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 8 of 18

by-laws, restrictions and prohibitions issued by the Hopedale Board of Water and Sewer Commissioners or the Town of Hopedale for Hopedale residents, including but not limited to prohibitions or restrictions on watering lawns and gardens. At such times as the Hopedale Board of Water and Sewer Commissioners notifies us of such water rules, regulations, ordinances, by-laws, restrictions and prohibitions, we will promptly notify you accordingly. Violations of prohibitions or restrictions, including prohibitions or restrictions on watering lawns and gardens, after notice to you can lead to termination of the supply of water to your home.

Upon notice of a forbidden use of water, or upon notice of a failure to comply with the water rules, regulations, restrictions and prohibitions issued by the Hopedale Board or the Town of Hopedale for Hopedale residents, the Town of Mendon shall take steps to terminate the forbidden use, or to have the forbidden use terminated. Such steps shall include, but are not limited to,

- demanding that the forbidden use cease,
- terminating the supply of water to the forbidden use, if such termination of supply requires termination of the supply of water to a Town of Mendon customer for a permitted use, and
- commencing and prosecuting a civil action to enjoin the forbidden use.

For violations of the Hopedale Board's water use rules, regulations, ordinances, by-laws, restrictions and prohibitions based on conservation of water, within two (2) business days of receiving notice of such a violation from or on behalf of the Hopedale Board, the Town of Mendon shall transmit a notice of the violation to the Mendon customer making the forbidden use of water, which notice shall demand that the violation cease and shall state that if the violation continues the Town of Mendon may terminate service or commence a civil action against that customer. Such water conservation measures include, but are not limited to, restrictions or bans on watering lawns, watering gardens, using automatic sprinklers and filling pools. If the Mendon customer receiving the notice of violation described above does not cease the forbidden use of water, the Town of Mendon shall, within thirty (30) days of receiving the above notice of the violation

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 9 of 18

from or on behalf of the Hopedale Board, terminate such Mendon customer's water service or commence and prosecute a civil action against such customer. Except as provided above for the violation of water use rules, regulations, ordinances, by-laws, restrictions and prohibitions based on conservation of water, the Town of Mendon shall decide the method and timing of each of the above referenced steps, with due regard, however, for the importance of expediting the termination of any forbidden use.

The Town of Mendon agrees that the Hopedale Board may shut off hydrants spilling water without prior notice to the Town of Mendon. The Hopedale Board shall have no duty to monitor the hydrants in Mendon or to shut off hydrants spilling water.

10. Installation of Meter and Associated Equipment, Payment for Meter and Condition Precedent to Connection to System and to Supply of Water

In an existing meter pit at the intersection of Route 140 and Hartford Avenue in Hopedale, the Hopedale Board will install one of the following, to be chosen by the Water Board for the Town of Mendon.

- (a) Eight-inch Meter Configuration
 - (i) a Sensus model FM-721 Compact Fireline eight (8) inch Fire Service Meter Assembly
 - (ii) two – eight (8) inch gate valves, one installed on each side of the meter and strainer described above, approved by the Water Superintendent for the Town of Hopedale
 - (iii) either (a) eight (8) inch pipe bypassing the meter with an eight (8) inch gate valve or (b) a length of eight (8) inch diameter pipe with flanges on both ends suitable for installing in place of the meter and strainer described above, approved by the Water Superintendent for the Town of Hopedale

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 10 of 18

- (b) Six-inch Meter Configuration
 - (i) a Sensus model FM-721 Compact Fireline six (6) inch Fire Service Meter Assembly
 - (ii) two – six (6) inch gate valves, one installed on each side of the meter and strainer described above, approved by the Water Superintendent for the Town of Hopedale
 - (iii) either (a) six (6) inch pipe bypassing the meter with a six (6) inch gate valve or (b) a length of six (6) inch diameter pipe with flanges on both ends suitable for installing in place of the meter and strainer described above, approved by the Water Superintendent for the Town of Hopedale

After installation of the meter, gate valves and meter bypass piping, the Town of Mendon shall reimburse the Hopedale Board for the cost of labor and materials in purchasing and installing these items. The Town of Mendon and the Hopedale Board agree that the meter, gate valves, meter bypass piping, concrete meter pit, manhole cover rim and manhole cover shall be the property of the Hopedale Board.

Reimbursement of the Hopedale Board for the cost of labor and materials in purchasing and installing the meter, gate valves and meter bypass piping shall be a condition precedent to the supply of water under this Agreement.

11. Permitted Components and Connections

The water supplied to the Town of Mendon under this Agreement for the Supply of Water shall be distributed through a distribution system with the following components and connections, and no other connections:

- a. a distribution main system which shall not extend beyond that distribution main shown on Mendon Board of Water Commissioners Map prepared by Guerriere and Hanlon, Inc. dated June 25, 1996, revised December 15, which is attached to this Agreement as Exhibit B

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 11 of 18

- b. connections to the structures on each of the one hundred and thirty-eight (138) lots of land described in Exhibit A, each through a single pipe with a maximum diameter of one (1) inch, which connections shall each include a device to prevent backflow.
- c. curb cocks or other similar device for each of the one hundred and thirty-eight (138) lots of land described in Exhibit A which allow the water supply to a lot to be discontinued for a house lot without entering the house lot.
- d. fire hydrants
- e. piping to bypass all or part of the distribution main system in Mendon shown in Exhibit B may be installed during maintenance or repairs of that distribution main system, upon obtaining the approval of an authorized representative of the Town of Hopedale Water Department, which approval shall not be unreasonably withheld or delayed, and which approval shall be at no expense to the Town of Mendon.

No other connection to the water systems shown on Exhibit B is permitted. No connection is permitted on any of the one hundred and thirty-eight (138) lots of land described in Exhibit A for conveying water outside an individual lot to which this Agreement allows water to be supplied.

At addresses at which the Town of Mendon was supplying water through connections larger than one (1) inch diameter on January 1, 2005, the Town of Mendon may continue to supply water through these same connections (or through any smaller connection which may be installed at these addresses in the future.) At the next reading of water meters by the Town of Mendon after the Effective Date, the Town of Mendon shall note the connections which are larger than one (1) inch diameter, shall promptly thereafter report to the Hopedale Board the addresses of any such larger connections and shall affirm that the other connections are one (1) inch diameter or smaller.

Any of the one hundred and thirty-eight (138) lots which did not have a device to prevent the backflow of water installed in calendar year 2005 before the Effective Date of this Agreement do not require a backflow prevention device

unless the water service to any such lot is replaced, relocated or substantially changed or has a backflow device installed.

All hydrants and the entire distribution main downstream from the meter described in Section 10 shall comply with all applicable laws and regulations and with Hopedale Board standards and specifications when installed, repaired or replaced and must be approved by an authorized representative of the Hopedale Board, which approval shall not be unreasonably withheld or delayed, and which approval shall be at no expense to the Town of Mendon. Before any alteration of the distribution main downstream from the meter described in Section 10, the Town of Mendon shall notify the Hopedale Board of any proposed alterations; no alterations may be made in the distribution system without the approval of an authorized representative of the Hopedale Board, which approval shall not be unreasonably withheld or delayed, and which approval shall be at no expense to the Town of Mendon.

The Hopedale Board shall have no maintenance or repair responsibility for any installation downstream from the meter described in Section 10, and that maintenance and repair shall be the responsibility of the Town of Mendon. Notwithstanding anything to the contrary in this Agreement, no extension of the water distribution system in Mendon shown in Exhibit B is permitted.

12. Forbidden Connections

The Town of Mendon shall neither make nor maintain additional connections or extensions to the distribution system to which the water supplied under this Agreement, which is shown in Exhibit B to this Agreement. The Town of Mendon shall not allow anyone else to make or maintain additional connections or extensions to this distribution system shown in Exhibit B, to the permitted hydrants or to the water systems on any of the one hundred and thirty-eight (138) lots of land described in Exhibit A, other than the permitted connections described in Section 11 above.

Upon notice of a forbidden connection, the Town of Mendon shall take steps to disconnect the forbidden connection, or to have the forbidden connection disconnected. Such steps shall include, but are not limited to,

- demanding disconnection of the forbidden connection

- terminating the supply of water to forbidden connection
- commencing and prosecuting a civil action to enjoin the forbidden connection.

Notwithstanding anything herein to the contrary, the Town of Mendon shall decide the method and timing of each of the above referenced steps, bearing in mind, however, the importance of expediting the termination of any forbidden connection.

13. Compliance with Regulations of Hopedale Board of Water and Sewer Commissioners

All water supplied under this Agreement is subject to rules, regulations, restrictions and prohibitions issued by the Hopedale Board or the Town of Hopedale for water use by Hopedale residents, including but not limited to restrictions and prohibitions on watering lawns and gardens, use of automatic sprinklers and filling pools.

The Town of Mendon agrees to enforce the water rules, regulations, restrictions and prohibitions issued by the Hopedale Board or the Town of Hopedale upon the users of its water supplied under this Agreement. Upon notice of a violation of the water rules, regulations, restrictions and prohibitions issued by the Board of Water and Sewer Commissioners or the Town of Hopedale, the Town of Mendon shall take steps to stop the violation, or to have the violation stopped. Such steps shall include, but are not limited to,

- demanding that the violation cease
- terminating the supply of water to the user or place where the violation is occurring
- commencing and prosecuting a civil action to enjoin the violation.

In accordance with Section 9 above, within two (2) business days of receiving notice from or on behalf of the Hopedale Board that a Town of Mendon customer is violating a Hopedale Board or Town of Hopedale water use rule, regulation, restriction or prohibition, the Town of Mendon shall notify such customer the

violation and demand that the violation cease, and shall within thirty (30) days of receiving such notice from or on behalf of the Hopedale Board terminate water supply to such customer or commence and prosecute a civil action to enjoin the violation.

14. Furnishing Rates and Billing Information to Hopedale Board

The Hopedale Board may request information from the Town of Mendon on the readings of meters for any of the one hundred and thirty-eight (138) lots of land described in Exhibit A, the quantities of water used for any of these one hundred and thirty-eight (138) lots of land and the rates charged for water. The Town of Mendon shall provide the Hopedale Board with such information within twenty (20) days of the next meeting of the Mendon Water Board after such a request, but in no event in more than forty-five (45) days after the request.

15. Default

One hundred and twenty (120) days after written notice to the Town of Mendon of default by the Town of Mendon in any obligation under this Agreement for the Supply of Water and the failure to cure the default within such one hundred and twenty (120) days, the Town of Hopedale may discontinue supplying water to the Town of Mendon under this agreement.

One hundred and twenty (120) days after written notice to the Town of Mendon (a) of water use forbidden under this agreement, (b) of a connection forbidden under this agreement or (c) of a violation of a Hopedale Board or Town of Hopedale water rule, regulation, restriction or prohibition and the failure to cure such forbidden use, forbidden connection or violation, the Hopedale Board may discontinue supplying water to the Town of Mendon under this agreement, notwithstanding the earnest efforts or the lack of fault of the Town of Mendon in its attempts to remedy a such a use, connection or violation.

The supply of water which had been discontinued under this section shall be promptly resumed upon the cure of such defaults, forbidden uses, forbidden connections and violations.

The remedy of discontinuing the supply of water under this Section shall neither diminish nor substitute for any other remedy available to the Hopedale Board in law or in equity.

16. Time of the Essence

Time is of the essence in this Agreement.

17. No Assignment

The Town of Mendon may not assign its rights under this Agreement. The Town of Mendon may contract with a water company to carry out its obligations under this Agreement, but any such contract shall neither eliminate nor reduce the obligations of the Town of Mendon to the Hopedale Board to perform the obligations of the Town of Mendon under this Agreement.

18. No Third-party Beneficiaries

The Hopedale Board and the Town of Mendon are the only parties to this Agreement. Neither the Hopedale Board nor the Town of Mendon intends that this Agreement for the Supply of Water benefit any other person or entity.

19. Notices

Any notice to the Hopedale Board under this Agreement shall be mailed or delivered to

Water Superintendent
Hopedale Water Department
78 Hopedale Street
P.O. Box 7
Hopedale, MA 01747

or to such other person as the Hopedale Board may specify by notice in accordance with this Section.

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 16 of 18

Any notice to the Town of Mendon under this Agreement shall be mailed or delivered to

Town of Mendon
20 Main Street
Mendon, MA 01756

or to such other person as the Town of Mendon may specify by notice in accordance with this Section.

20. Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

21. No Waiver

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and approved by a vote of the applicable governing board of the party claimed to have waived or consented. Any such waiver or consent in one instance shall not be a waiver or consent for future instances.

22. Section Headings and Table of Contents

The Section headings and table of contents are for convenience only, are not part of this Agreement for the Supply of Water and may not be used in its construction.

23. Disclaimer or Warranties

The Town of Mendon acknowledges that the Hopedale Board makes no warranties which are not contained in this Agreement.

24. No Effect on Specific Previous Agreement

This Agreement for the Supply of Water shall have no effect on the Agreement between the Town of Hopedale and the Town of Mendon to Provide

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 17 of 18

Water Service to the Properties on or near Route 16 in the Town of Mendon, dated August 16, 1999.

This Agreement for the Supply of Water shall have no effect on an agreement to supply water to land in Mendon now or formerly owned by T. Bedrosian, LLC, shown as Lots 13 through 29 on Sheet 1 of 7 of a plan entitled New Homes at Eight Rod Road, dated May 11, 1988, last revised 12/15/88 by Guerriere & Halnon, Inc., Engineering and Land Surveying, 1031 Providence Rd., Whitinsville, Mass. and recorded at the Worcester District Registry of Deeds in Plan Book 707 as Plan 102, which supply of water is the subject of another contract.

25. Legal Costs

The Town of Mendon shall reimburse the Hopedale Board and the Town of Hopedale for their legal costs incurred in the drafting and negotiating of this agreement, within thirty (30) days of the signing of this agreement.

26. Entire Agreement

This Agreement, including all attachments and exhibits hereto, constitutes the entire agreement between the Hopedale Board and the Town of Mendon. This Agreement supersedes all agreements, oral or written, between the Hopedale Board and the Town of Mendon on this subject matter.

[The remainder of this page 17 is intentionally left blank.]

Agreement for the Supply of Water
Hopedale Board of Water and Sewer Commissioners
Town of Mendon
Page 18 of 18

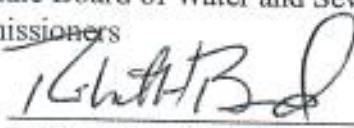
27. Multiple Originals

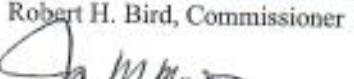
This Agreement for the Supply of Water may be executed in multiple originals, each one of which is a complete agreement.

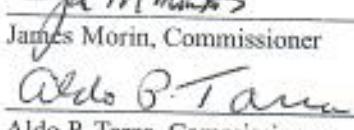
IN WITNESS WHEREOF, the Hopedale Board of Water and Sewer Commissioners and the Town of Mendon sign this Agreement for the Supply of Water this 16th day of May, 2005.

Hopedale Board of Water and Sewer Commissioners

By


Robert H. Bird, Commissioner

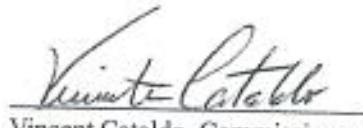

James Morin, Commissioner

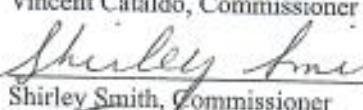

Aldo P. Tarca, Commissioner

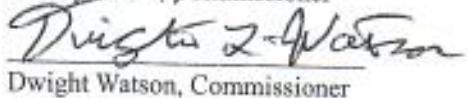
Authorized to execute this agreement on behalf of the Town of Hopedale by vote of its Board of Water and Sewer Commissioners on May 16th, 2005.

Town of Mendon

By


Vincent Cataldo, Commissioner


Shirley Smith, Commissioner


Dwight Watson, Commissioner

Authorized to execute this agreement on behalf of the Town of Mendon by vote of the Mendon Water Commission on May 17, 2005.

EXHIBIT A

Town of Mendon Water Customers

Account <u>Numbers</u>	Customers Name	Service <u>Address</u>	Mailing Address
1 66-460		3 Bates Street	
2 66-470		5 Bates Street	
3 66-710		6 Bates Street	
4 66-480		7 Bates Street	
5 66-700		8 Bates Street	
6 66-690		12 Bates Street	
7 66-490		13 Bates Street	
8 66-500		15 Bates Street	
9 66-680		16 Bates Street	
10 66-510		17 Bates Street	
11 66-670		18 Bates Street	
12 66-520		19 Bates Street	
13 66-660		20 Bates Street	
14 66-530		21 Bates Street	
15 66-650		22 Bates Street	
16 66-535		25 Bates Street	
17 66-640		26 Bates Street	
18 66-540		29 Bate Street	
19 66-550		31 Bates Street	
20 66-630		32 Bates Street	
21 66-560		33 Bates Street	
22 66-620		34 Bates Street	
23 66-570		35 Bates Street	
24 66-610		36 Bates Street	
25 66-580		37 Bates Street	
26 66-600		38 Bates Street	
27 66-590		39 Bates Street	
28 66-592		41A Bates Street	

Cape Road

29 66-10	Pop N' Kork	1 Cape Road
30 66-360		4 Cape Road
31 66-20	Stanley & Genevieve Gardner	5 Cape Road
32 66-350		6 Cape Road
33 66-30		7 Cape Road
34 66-340		8 Cape Road
35 66-40		9 Cape Road
36 66-330		10 Cape Road
37 66-50		11 Cape Road
38 66-55	Bethany Assembly of God	15 Cape Road
39 66-56	Bethany Assembly of God	15 Cape Road
40 66-310		18 Cape Road
		16 CAPE Road

41	66-300	Sutfol Auto Sales	20 Cape Road
42	66-290	Grace Heating	24 Cape Road
43	66-70	Westwod Lumber	23 Cape Road
44	66-275	West Hill Machine	26 Cape Road
45	66-280		26 Cape Road
46	66-270		34 Cape Road
47	66-90		35 Cape Road
48	66-260		38 Cape Road
49	66-250		42 Cape Road
50	66-100		43 Cape Road
51	66-240		44 Cape Road
52	66-110		45 Cape Road
53	66-230		46 Cape Road
54	66-120		47 Cape Road
55	66-130		49 Cape Road
56	66-220		50 Cape Road
57	66-140		51 Cape Road
58	66-210		52 Cape Road
59	66-200		54 Cape Road
60	66-160	Lombard Equipment	55 Cape Road
61	66-190		56 Cape Road
62	66-165		59 Cape Road
63	66-180		60 Cape Road
64	66-170		62 Cape Road

Edward Road

65	66-720		2 Edward Road
66	66-730		6 Edward Road
67	66-740		7 Edward Road
68	66-750		9 Edward Road
69	66-970		10 Edward Road
70	66-760		12 Edward Road
71	66-780		13 Edward Road
72	66-770		14 Edward Road
73	66-800		15 Edward Road
74	66-760		16 Edward Road
75	66-810		17 Edward Road
76	66-830		19 Edward Road
77	66-820		20 Edward Road
78	66-840		21 Edward Road
79	66-850		23 Edward Road
80	66-860		25 Edward Road
81	66-910		27 Edward Road
82	66-900		28 Edward Road
83	66-920		30 Edward Road
84	66-930		31 Edward Road

85 66-940
86 66-950
87 66-960

33 Edward Road
34 Edward Road
35 Edward Road

Hartford Ave East

88 66-1030
89 66-1040
90 66-370
91 66-380
92 66-390
93 66-400
94 66-410
95 66-420
96 66-430
97 66-440
98 66-450

95 Hartford Ave East
97 Hartford Ave East
143 Hartford Ave East
145 Hartford Ave East
147 Hartford Ave East
149 Hartford Ave East
151 Hartford Ave East
153 Hartford Ave East
155 Hartford Ave East
157 Hartford Ave East
159 Hartford Ave East

Joseph Road

99 66-870
100 66-880
101 66-890

3 Joseph Road
5 Joseph Road
6 Joseph Road

Mill River Drive

102 66-980
103 66-1020
104 66-990
105 66-1010
106 66-1000

3 Mill River Drive
4 Mill River Drive
5 Mill River Drive
6 Mill River Drive
8 Mill River Drive

Parker Road

107 66-1070
108 66-1075
109 66-1080
110 66-1085
111 66-1090

3 Parker Road
4 Parker Road
5 Parker Road
6 Parker Road
7 Parker Road

Talbott Farm Drive

112 66-1320
113 66-1310
114 66-1300
115 66-1060
116 66-1290
117 66-1280
118 66-1260

2 Talbott Farm Drive
4 Talbott Farm Drive
6 Talbott Farm Drive
7 Talbott Farm Drive
8 Talbott Farm Drive
9 Talbott Farm Drive
10 Talbott Farm Drive

119	66-1270
120	66-1250
121	66-1240
122	66-1230
123	66-1210
124	66-1220
125	66-1200
126	66-1190
127	66-1180
128	1162
129	66-1165
130	66-1160
131	66-1150
132	66-1100
133	66-1110
134	66-1130
135	66-1120

11 Talbott Farm Drive
12 Talbott Farm Drive
13 Talbott Farm Drive
14 Talbott Farm Drive
15 Talbott Farm Drive
16 Talbott Farm Drive
18 Talbott Farm Drive
19 Talbott Farm Drive
20 Talbott Farm Drive
22 Talbott Farm Drive
23 Talbott Farm Drive
24 Talbott Farm Drive
26 Talbott Farm Drive
27 Talbott Farm Drive
29 Talbott Farm Drive
30 Talbott Farm Drive
31 Talbott Farm Drive
38 Talbott Farm Drive

136 66-60

Whiten Road

Whiten Road