2018 Contract
AGREEMENT FOR THE SUPPLY OFWATER Cape Rd System

TABLE OF CONTENTS

- Supply of Water
- Billing Schedule for Water and Payment
- Charges for Supply of Water.
- 4. Other Charges.
- 5. Term of Agreement
- 6. Delivery of Water
- Allocation of Risk of Loss
- 8. Permitted Uses of Water
- Forbidden Uses of Water
- 10. Permitted Components and Connections
- 11 Forbidden Connections.
- 12 Compliance with Regulations of Hopedale Board of Water and Sewer Commissioners
- 13. Furnishing Rates and Billing Information to Hopedale Board.
- 14. Default
- Time of the Essence
- 16. No Assignment.
- No Third-party Beneficiaries

- 18. Notices
- 19. Applicable law
- 20. No Waiyer
- 21. Section Headings and table of Contents
- 22. <u>Disclaimer</u>
- 23. No Effect on Specific Previous Agreement
- 24. Legal Cost
- 25. Entire Agreement

AGREEMENT FOR THE SUPPLY OF WATER

This Agreement for the Supply of Water ("Agreement") is made as of this 1st day of January, 2018 (the "Effective Date") by and between the Town of Hopedale by and through its 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 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 Town of Mendon wishes the Town of Hopedale to supply water to the Town of Mendon for 138 lots of land in Mendon which are identified on the attached Exhibit A; and

WHEREAS, the Town of Mendon has attempted to obtain an alternative source of water for these 138 lots of land and will continue to the best of their ability to obtain an alternate source of water supply throughout the term of this Agreement;

WHEREAS, the Hopedale Board desires to minimize the use of water it supplies outside Hopedale, so that Hopedale may become and sustain an independent water supply and distribution system; and

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

WHEREAS, the Hopedale Board makes system-wide assessments to support 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:

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 been 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.

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 2 of 16

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 balances on real estate taxes, which at the Effective Date of this Agreement is set by Massachusetts General Law's chapter 59, Section 57.

Charges for Supply of Water

The Town of Mendon shall pay the Hopedale Board 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 \$6.55 per 100 cubic feet supplied and may be adjusted as needed. Hopedale will notify the Town of Mendon by mail of any rate changes.

In the event that Hopedale purchases water from a source outside of Hopedale, then the Town of Mendon shall pay one hundred and twenty-five per cent (125) of the highest rate the Hopedale Board charges for the supply of water in Hopedale at that time. Such uplift shall be applied to the entire billing period during which water was purchased outside of Hopedale, regardless of the amount purchased.

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.

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 3 of 16

et . 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) users.

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 \$48.39 per quarterly bill.

b. Hydrant Fees

The Town of Mendon shall pay the Hopedale Board a hydrant fee of two hundred and fifty dollars (\$250.00) 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 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.

South Main Street Water Line Cleaning

If the Hopedate 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 Page4 of 16

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.)

D. Master Meter

Town of Mendon agrees to pay for the repair and / or replacement of the master meter.

5. Term of Agreement

The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2021, 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 terminate. 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 (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 (6") inches in diameter at a meter, described hereinabove, located at the intersection of Route 140 and Hartford Avenue East in Hopedale.

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 5 of 16

The Hopedate 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.

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.

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:

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 6 of 16

- 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 thirtyeight (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.

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 bylaws 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 I, 2005;
- b. using hydrants for recreational sprinklers;
- 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 16

in Exhibit A in a quantity greater than 100 gallons in anyone 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;
- 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 anyone week, without accumulation of unused quantities from week to week;
- 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 Townof Mendon Page 8 of 16

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. By acceptance of the water supplied by the Town of Hopedale you hereby acknowledged and agree to be bound by the terms of the Hopedale Water Departments Rules & Regulations.

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.

- a. 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 n 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 (3) 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 16

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, bylaws, 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.

Permitted Components and Connections

The water supplied to the Town of Mendon under this Agreement for the Supply of Water shall be 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, whic is attached to this Agreement as Exhibit B;
 - d. 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 devices 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;
 - f. fire hydrants;
 - g. 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.

Agreement for the Supply of Water Hopedale Board of **Water** and Sewer Commissioners Town of Mendon Page 10 of 16

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.

Wherever 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.) In no event shall a larger connection be installed.

At the next reading of water meters by the Town of Mendon after the Effective Date hereof 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 backflowdevice installed.

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.

Notwithstanding anything to the contrary in this Agreement, no extension of the water distribution system in Mendon shown in Exhibit B is permitted.

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 10 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 that are not limited to:

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 11 of 16

- a. demanding disconnection of the forbidden connection
- b. terminating the supply of water to forbidden connection;
- c. 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. In the event that Mendon fails to take action to remove the forbidden connection, Hopedale shall seek an injunction to remove the same and Mendon agrees to pay all of Hopedale's legal cost associated therewith.

12. <u>Compliance with Regulations of Hopedale Board of Water and Sewer</u> 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 11 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 probibition, the Town of Mendon shall notify such customer the

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 12 0f 16

violation and demand that the violation cease, and shall within three (3) 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.

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. An annual inventory of the lots along with the current billing information should be updated and given to the Town of Hopedale request. 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.

The Mendon Water Commissioners agree to attend a Hopedale Water & Sewer Board meeting at least once every 3 years to review the contracts and ratify or discuss any needed changes.

14, 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 carnest efforts of the Town of Mendon in its attempts to remedy 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.

Agreement for the Supply of Water Hopedale Board of Water and Sewer Commissioners Town of Mendon Page 13 of 16

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.

15. Time of the Essence

Time is of the essence in this Agreement.

16. 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.

17. 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

18. Notices

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

Town of Hopedale Water & Sewer Manager 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 14 of 16

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

Town of Mendon Water Commission 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.

19. Applicable Law

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

20. 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.

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.

Disclaimer or Warranties

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

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 15 of 16

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 12115188 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.

24. <u>Legal Costs</u>

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.

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 16 of 16

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

IN WITNESS WHERE OF, the Town of Commissioners and the Town of Mendothisday	on sign this Agreement for the Supply of Wate
Town of Hopedale	Town of Mendon
Ву	By allon Kent
Robert Burns, Chairman Mristise & Burke	Jerg Jank
Christine H. Burke, Commissioner	
James Morin, Commissioner	

MENDON WATER COMMISSION WATER CUSTOMERS

AS OF: 3/13/2018

BATES ST - 28 Connections

Account ID	# Street	Name	Meter Size	Status	Notes
51-00000460-0	3 Bates		5/8"x1/2"	NEW	
51-00000470-0	5 Bates		5/8"	NEW	
51-00000710-0	6 Bates		5/8"	NEW	
51-00000480-0	7 Bates		5/8"	OLD	
51-00000700-0	10 Bates		5/8"	NEW	8 Bates is mailing addr
51-00000690-0	12 Bates		5/8"x1/2"	OLD	
51-00000490-0	13 Bates		5/8"x3/4"	NEW	13B is mailing address, 2 family
51-00000500-0	15 Bates		5/8"	OLD	
51-00000680-0	16 Bates		5/8"	NEW	
51-00000510-0	17 Bates		5/8"	OLD	
51-00000670-0	18 Bates		5/8"	NEW	
51-00000520-0	19 Bates		5/8"	OLD	
51-00000660-0	20 Bates		5/8"	NEW	
51-00000530-0	21 Bates		5/8"	NEW	
51-00000650-0	22 Bates		5/8"	OLD	
51-00000535-0	25 Bates		5/8"x1/2"	OLD	
51-00000640-0	26 Bates		5/8"	OLD	
51-00000540-0	29 Bates		5/8"	OLD	
51-00000550-0	31 Bates		5/8"	NEW	
51-00000630-0	32 Bates		5/8"	NEW	
51-00000560-0	33 Bates		5/8"	NEW	
51-00000620-0	34 Bates		5/8"	OLD	
51-00000570-0	35 Bates		5/8"	OLD	
51-00000610-0	36 Bates		5/8"	OLD	
51-00000580-0	37 Bates		5/8"x1/2"	NEW	
51-00000600-0	38 Bates		5/8"	NEW	
51-00000590-0	39 Bates		5/8"x1/2"	NEW	
51-00000592-0	41 A Bates	-	3/4"	OLD	

CAPE RD - 39 Connections								
Account ID	# S	Street	Name	Meter Size	Status	Notes		
51-00000010-0	1 (Cape	Pop N Kork	5/8"	NEW			
51-00000020-0	3 (Cape	Greenhouse Pub		NEW	3 & 5 Cape split in 2014		
51-00000360-0	4 (Cape		5/8"	NEW			
51-00000013-0	5 (Cape		5/8"	NEW	3 & 5 Cape split in 2014		
51-00000350-0	6 (Саре		5/8"	OLD			
51-00000030-0	7 (Саре	Bethany Comm. Church	5/8"x1/2"	NEW			
51-00000340-0	8 (Cape		5/8"	OLD			
51-00000040-0	9 (Cape		5/8"	NEW			
51-00000330-0	10 (Саре		5/8"x3/4"	NEW			
51-00000050-0	11 (Саре	Bethany Comm. Church	5/8"x1/2"	NEW			
51-00000055-0	15 (Саре	Bethany Comm. Church	5/8"x1/2"	NEW			
51-00000056-0	15 (Саре	Bethany Church - Gym	5/8"	NEW			
51-00000320?	16 (Саре	Braza - INACTIVE PROPOSE	D NEW CONN	l.	had connection in 2000/before		
51-00000310-0	18 (Cape	Elizabeth Loftus	5/8"	NEW			
51-00000300-0	20 (Cape	Sutfol Auto Sales	5/8"	NEW			
51-00000060-0	21 (Cape	Car Wash & Auto Repair	5/8"	NEW	On old contract as Whitten Rd.		
51-00000290-0	22 (Cape	Grace Heating	5/8"	OLD	24 Cape is mailing addr.		
51-00000070-0	25 (Саре	Gasco & Aggreko	1 1/2"	OLD	old contract as 23 Cape		
51-00000280-0	26 (Cape		5/8"	OLD	·		
51-00000275-0	30-1 (Саре	Flat Out Motor Sports	6"	OLD	30 Cape is mailing addr.		
51-00000270-0	32 (Cape			NEW	34 Cape is mailing addr.		
51-00000090?	35 C	Cape		5/8"	OLD			
51-00000260-0	38 (Cape		5/8"	OLD			
51-00000250-0	42 (Саре		5/8"x1/2"	OLD			
51-00000100-0	43 (Саре		5/8"	OLD			
51-00000240-0	44 (Саре		5/8"	NEW			
51-00000110-0	45 (Cape		5/8"	NEW			
51-00000230-0	46 (Саре		5/8"	NEW			
51-00000120-0		Cape		5/8"	OLD			
51-00000130-0		Cape		5/8"	OLD			
51-00000220-0		. Cape		5/8"	NEW			
51-00000140-0		Cape		5/8"	OLD			
51-00000210-0		. Cape		5/8"	NEW			
51-00000200-0		Cape		5/8"x3/4"	NEW	7. W.		
51-00000160-0		Cape	Heidrea	2"	OLD			
51-00000190-0		Cape			NEW			
51-00000165-0		Cape		5/8"x3/4"	NEW			
51-00000180-0		Cape		5/8"	NEW			
				5/8"x3/4"	· · ·			

EDWARD RD - 23 Connections							
Account ID	# Street	Name	Meter Size	Status	Notes		
51-00000720-0	2 Edward		5/8"	NEW			
51-00000730-0	4 Edward		5/8"x3/4"	NEW	6 Edward is mailing addr.		
51-00000740-0	5 Edward		5/8"x3/4"	NEW	7 Edward is mailing addr.		
51-00000750-0	9 Edward		5/8"	NEW			
51-00000970-0	10 Edward		5/8"x3/4"	NEW			
51-00000760-0	12 Edward		5/8"	OLD			
51-00000780-0	13 Edward		5/8"	NEW			
51-00000770-0	14 Edward		5/8"	OLD			
51-00000800-0	15 Edward		5/8"x3/4"	NEW			
51-00000790-0	16 Edward		5/8"	OLD			
51-00000810-0	17 Edward		5/8"x3/4"	NEW			
51-00000830-0	19 Edward		5/8"x3/4"	NEW			
51-00000820-0	20 Edward		5/8"x3/4"	OLD			
51-00000840-0	21 Edward		5/8"x3/4"	NEW			
51-00000850-0	23 Edward		5/8"x3/4"	NEW			
51-00000860-0	25 Edward		5/8"x3/4"	NEW			
51-00000910-0	27 Edward		5/8"x3/4"	NEW			
51-00000900-0	28 Edward		5/8"x3/4"	NEW			
51-00000920-0	30 Edward		5/8"	OLD			
51-00000930-0	31 Edward		5/8"	NEW			
51-00000940-0	33 Edward		5/8"x3/4"	OLD			
51-00000950-0	34 Edward		5/8"x3/4"	NEW			
51-00000960-0	35 Edward		5/8"x3/4"	OLD			

JOSEPH RD - 3 Connections

Account ID	#	Street	Name	Meter Size Status Notes
51-00000870-0		3 Joseph		5/8" OLD
51-00000880-0		5 Joseph		5/8"x3/4" NEW
51-00000890-0		6 Joseph		5/8" OLD

TALBOTT FARM DR - 22 Connections							
Account ID	# Street	Name	Meter Size	Status	Notes		
51-00001320-0	2 Talbott		5/8"	OLD			
51-00001310-0	4 Talbott		5/8"	OLD			
51-00001300-0	6 Talbott		5/8"	OLD			
51-00001060-0	7 Talbott		5/8"	OLD			
51-00001290-0	8 Talbott		5/8"	NEW			
*	9 Talbott			n/a	does not exist, see 2 parker		
51-00001260-0	10 Talbott		5/8"	n/a	deactivated 4/4/12		
51-00001270-0	11 Talbott		5/8"	NEW			
51-00001250-0	12 Talbott		5/8"	NEW			
51-00001240-0	13 Talbott		5/8"	NEW			
51-00001230-0	14 Talbott		5/8"	OLD	Inactive, pays impact fee only		
51-00001210-0	15 Talbott		5/8"	OLD			
51-00001220-0	16 Talbott		5/8"	OLD			
51-00001200-0	18 Talbott		5/8"	NEW			
51-00001190-0	19 Talbott		5/8"	OLD			
51-00001180-0	20 Talbott		5/8"	OLD			
51-00001162-0	22 Talbott		5/8"	NEW			
51-00001165-0	23 Talbott		5/8"	NEW			
51-00001160-0	24 Talbott		5/8"	NEW			
51-00001150-0	26 Talbott		5/8"	OLD			
51-00001100-0	27 Talbott		5/8"	OLD			
51-00001110-0	29 Talbott		5/8"	NEW			
	28 Talbott				deactivated , date?		
51-00001130-0	30 Talbott		5/8"	NEW			
51-00001120-0	31 Talbott		5/8"	NEW			

PARKER RD - 6 Connections							
Account ID	#	Street	Name	Meter Size	Status	Notes	
51-00001280-0		2 Parker		5/8"	OLD	formerly listed as 9 Talbott	
51-00001070-0		3 Parker		5/8"	NEW		
51-00001075-0		4 Parker		5/8"	NEW		
51-00001080-0		5 Parker		5/8"	NEW		
51-00001085-0		6 Parker		5/8"	NEW		
51-00001090-0		7 Parker		5/8"	OLD		

MILL RIVER DR - 3 Connections								
Account ID	#	Street	Name	Meter Size	Status	Notes		
51-00000980-0		3 Mill River		5/8"	n/a	deactivated 7/27/2009		
51-00001020-0		4 Mill River		5/8"	NEW			
51-00000990-0		5 Mill River		5/8"	NEW			
51-00001010-0		6 Mill River		5/8"	NEW			

HARTFORD AVE EAST - 11 Connections							
Account ID	#	Street	Name	Meter Size	Status	Notes	
51-00001030-0	95	HAE		5/8"	NEW		
51-00001040-0	97	HAE		5/8"	NEW		
51-00000370-0	143	HAE		5/8"	NEW		
51-00000380-0	145	HAE		5/8"	OLD		
51-00000390-0	147	HAE		5/8"	n/a	inactive, pays impact fee	
51-00000400-0	149	HAE		5/8"	NEW	147 & 149 combined in FY13	
51-00000410-0	151	HAE		5/8"	OLD		
51-00000420-0	153	HAE		5/8"	OLD		
51-00000430-0	155	HAE		5/8"	NEW		
51-00000440-0	157	HAE		5/8"	OLD		
51-00000450-0	159	HAE		5/8"	OLD		

WHITTEN RD - 0 Connections

Proposed former sub-division/housing, never built. Parcel is 23 Cape Rd. see 21 & 25 Cape Rd.

DUDLEY RD - 17 Connections

Account ID	# Street	Name	Meter Size	Status	Notes
51-00002160-0	2 Dudley	/		NEW	
51-00002150-0	4 Dudley	1		NEW	
51-00002000-0	5 Dudley	/	5/8"	NEW	
51-00002140-0	6 Dudley	/	5/8"	NEW	
51-00002010-0	7 Dudley	/	5/8"	OLD	
51-00002130-0	8 Dudley	/	5/8"	NEW	
51-00002020-0	9 Dudley	/	5/8"	NEW	
51-00002120-0	10 Dudley	/	5/8"	NEW	
51-00002030-0	11 Dudley	/	5/8"	NEW	
51-00002110-0	12 Dudley	1	5/8"	NEW	
51-00002040-0	13 Dudley	/	5/8"	NEW	
51-00002100-0	14 Dudley	1	5/8"	OLD	
51-00002045-0	15 Dudley	1	5/8"	OLD	
51-00002090-0	16 Dudley	1	5/8"x1/2"	OLD	
51-00002060-0	17 Dudley	/	5/8"	NEW	
51-00002080-0	18 Dudley	/	5/8"	NEW	
51-00002070-0	20 Dudley	/	5/8"	NEW	

OPEN CONNECTIONS

Cape Rd. System 3 - open, 135 connections, max of 138 allowed

Dudley Rd. System 0-Open (max 17)

CHANGE LOG

change 23 Cape to 25
change 8 bates to 10
change 34 cape to 32
Change 30 Cape to 30-1
33 Cape not permitted per Hopedale, property split from 35 Cape in FY16