

AGREEMENT FOR THE SALE AND PURCHASE OF WATER
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AGREEMENT FOR THE SALE AND PURCHASE OF WATER

This Agreement for the Sale and Purchase of Water is made as of this 20th day of March, 2002 (the "Effective Date") by and between the Town of Hopedale, a Massachusetts municipal corporation 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, T. Bedrosian, LLC, a Massachusetts limited liability company, owns land in Hopedale and Mendon shown on 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 (the "Development Parcel") and intends to build seventeen single family dwellings on the seventeen lots, shown as Lots 13 through 29 on Sheet 1 of 7 of that plan (the "Seventeen Lots") and

WHEREAS, T. Bedrosian, LLC and others have commenced a civil action, *T. Bedrosian, LLC et al. v. Costanza et al.*, Worcester Superior Court Civil Action No. 1999WOCV1998-01519-C, in which the Town of Hopedale and the Town of Mendon are defendants, and

WHEREAS, the parties to the civil action *T. Bedrosian, LLC et al. v. Costanza et al.*, are settling this civil action, and

WHEREAS, at the Effective Date, Massachusetts General Laws Chapter 40, Section 4A states that the maximum term of this agreement may not exceed twenty-five (25) years, and

WHEREAS, T. Bedrosian, LLC has represented that its motivation for its agreement to this settlement of the civil action *T. Bedrosian, LLC et al. v. Costanza et al.* is its expectation that the agreement between the Town of Hopedale and the Town of Mendon for the sale and purchase of water to serve the Seventeen Lots will be extended and re-extended beyond the twenty-five (25) year period set forth in this agreement, and

WHEREAS, the settlement of the civil action *T. Bedrosian, LLC et al. v. Costanza et al.* includes as one of its components this Agreement for the Sale and Purchase of Water,

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

1. Sale of Water

The Town of Hopedale agrees to sell and the Town of Mendon agrees to buy water for up to seventeen (17) single-family dwellings to be constructed on the Seventeen Lots, in accordance with the covenants and conditions set forth in this Agreement for the Sale and Purchase of Water.

The water to be supplied under this Agreement for the Sale and Purchase of Water shall be the same water which the Town of Hopedale supplies to dwellings in Hopedale closest to the meter (described in Section 10 below) which have water customers of the Town of Hopedale.

The Town of Mendon acknowledges that the water supplied under this Agreement for the Sale and Purchase of Water may vary in taste, color and odor. The Town of Mendon acknowledges that at the effective date of this Agreement for the Sale and Purchase of Water, the water the Town of Hopedale supplies to dwellings in Hopedale closest to the meter described in Section 10 below is neither chlorinated nor fluoridated.

2. Billing Schedule for Water and Payment

The billing schedule for water supplied under this Agreement for the Sale and Purchase of Water shall be the billing schedule in effect for dwellings in Hopedale.

For any charges under this Agreement for the Sale and Purchase of Water, the Town of Mendon agrees to pay all bills, invoices and statements of amounts due within thirty days of the date the Town of Hopedale 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 it supplies water shall not

eliminate, diminish or delay the obligation of the Town of Mendon to pay the Town of Hopedale.

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 for the Sale and Purchase of Water is set by Massachusetts General Laws chapter 59, Section 57.

3. Charges for Water

For any billing period, the charges for water sold under this Agreement for the Sale and Purchase of Water shall be calculated by dividing the quantity of water supplied by the number of certificates of occupancy which apply to the Seventeen Lots issued and in effect on the most recent January 1, applying the then-current rates the Town of Hopedale charges for water supplied to dwellings in Hopedale to that quotient and then multiplying the result by the number of certificates of occupancy which apply to the Seventeen Lots issued and in effect on the most recent January 1. In addition to this amount charged for the water sold under this Agreement for the Sale and Purchase of Water, other charges are made under other portions of this agreement.

As an example only, and with no implication that the numbers, dates and billing intervals in this example apply in any way to the supply of water under this Agreement for the Sale and Purchase of Water, the following illustrates the calculation of the amount to be charges for water in a billing period.

Assume that the rates the Town of Hopedale charges the following rates for water supplied to dwellings in Hopedale for a quarter-year billing period:

Up to 2000 cu.ft.	\$1.82 per 100 cu.ft.
More than 2000 cu.ft. and up to 6000 cu.ft.	\$2.40 per 100 cu.ft.
Over 6000 cu.ft.	\$2.60 per 100 cu.ft.

Assume that the Town of Hopedale supplies 52,000 cu.ft. to the Town of Mendon in a quarter-year billing period. Also assume that eight certificates of occupancy have been issued and are in force on the Seventeen Lots. Applying the provisions for calculation of charges for water supplied,

"calculated by dividing the quantity of water supplied by the number of certificates of occupancy"

$$\frac{52,000 \text{ cu.ft.}}{8 \text{ cert. of occ'y}} = 6500 \text{ cu.ft. per cert. of occ'y}$$

"applying the then-current rates the Town of Hopedale charges ... to that quotient ..."

2000 cu.ft. at \$1.82 per 100 cu.ft.=	\$ 36.40
4000 cu.ft. at \$2.40 per 100 cu.ft. =	\$ 96.00
<u>500 cu.ft. at \$2.60 per 100 cu.ft. =</u>	<u>\$ 13.00</u>
6500 cu.ft. per cert. of occ'y	\$145.40 per cert. of occ'y

"and then multiplying the result by the number of certificates of occupancy"

\$145.40 per cert. of occ'y x 8 cert. of occ'y = \$1163.20, which would be the amount billed for water supplied.

[End of example]

4. Other Charges

In addition to charges for quantities of water used as described in Section 2 above, the Town of Mendon shall pay the following amounts to the Town of Hopedale.

a. System-wide Assessments

If, on the Effective Date of this Agreement for the Sale and Purchase of Water or thereafter, residential water customers of the Town of Hopedale in the Pinecrest subdivision are assessed additional charges, the Town of Mendon shall also pay the Town of Hopedale these charges, multiplied by the number of Certificates of Occupancy issued and in effect for the Seventeen Lots as of the January 1 preceding such assessment, but in no event multiplied by a number less than one.

The Town of Mendon acknowledges that on the Effective Date of this Agreement for the Sale and Purchase of Water, The Town of Hopedale 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 Town of Hopedale a hydrant fee for each hydrant installed in the Development Parcel equal to three-quarters ($\frac{3}{4}$) the average hydrant fee the Town of Hopedale charges for hydrants in other locations outside Hopedale for which a fee is charged. The Town of Mendon shall pay this hydrant fee without regard to the quantity of water used from the hydrants, and without regard to whether any water was used from the hydrants. The payment of hydrant fees does not eliminate or diminish the obligation of the Town of Mendon to pay for all water supplied by the Town of Hopedale, including water flowing through hydrants.

If, on any occasion, the Town of Hopedale does not charge a hydrant fee for hydrants outside Hopedale but not in the Development Parcel, the Town of Mendon shall continue paying the most recently charged hydrant fee under this Agreement for the Sale and Purchase of Water.

The Town of Mendon acknowledges that at the Effective Date of this Agreement for the Sale and Purchase of Water, the Town of Hopedale charges a hydrant fee for hydrants at other locations outside Hopedale of \$250 per hydrant, per year. The Town of Mendon also acknowledges that as of this Effective Date,

the hydrant fee which the Town of Mendon must pay under this Agreement for the Sale and Purchase of Water is \$187.50 per year.

5. Term of Agreement

The term of this Agreement for the Sale and Purchase of Water shall begin on the Effective Date and shall end twenty-five (25) years after the Effective Date, except as otherwise set forth herein.

If the Town of Mendon supplies water to the Seventeen Lots from a source other than water supplied under this Agreement for the Sale and Purchase of Water, the Town of Mendon, may, upon one hundred and twenty (120) days notice to the Town of Hopedale, terminate this Agreement for the Sale and Purchase of Water.

Upon termination of this Agreement for the Sale and Purchase of Water, the Town of Mendon shall still be obligated to pay all amounts of money due to the Town of Hopedale incurred before the termination.

Without obligating either the Town of Hopedale or the Town of Mendon to extend this Agreement for the Sale and Purchase of Water beyond its twenty-five (25) year term, it is the intention of the Town of Hopedale and the Town of Mendon on the Effective Date to extend this agreement at the end of its twenty-five (25) year term absent compelling reasons otherwise.

If the Town of Hopedale ceases selling water in Hopedale, this Agreement for the Sale and Purchase of Water shall end, but if such a cessation of the sale of water by the Town of Hopedale results from the Town of Hopedale selling its water distribution system to a private water company, or results from the Town of Hopedale contracting with a private water company or governmental entity to use the water distribution system owned by the Town of Hopedale to sell water in Hopedale, the Town of Hopedale shall include as a condition of the sale of the water distribution system or as a provision in the contract for the sale of water in Hopedale that if such private water company or such governmental entity sells water in Hopedale within one-half (½) mile of the Seventeen Lots, such private

water company or such governmental entity shall continue to sell water under this Agreement for the Sale and Purchase of Water.

6. Delivery of Water

The Town of Hopedale shall deliver water in an eight (8) inch diameter pipe at a meter, described in Section 10 below, located in Hopedale, in the Westcott Road intersection with the proposed road through the development parcel shown on Sheet 1 of 7 of the 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 No. 102.

The Town of Hopedale shall not be liable for failure to deliver water if such failure is due to

- a breakdown in the water distribution system or water supply
- natural causes, such as drought
- contamination of the water supply available to the Town of Hopedale
- unavailability of chemicals or other supplies for water processing
- mechanical failures
- an emergency, such as a fire, requiring large amounts of water in a short period of time.
- labor dispute
- severe weather

Notwithstanding the provisions of this Section 6, the Town of Hopedale shall remain liable for its negligence or willful misconduct to the same extent the Town of Hopedale would have been liable in the absence of this Agreement for the Sale and Purchase of Water.

7. Allocation of Risk of Loss

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

8. Permitted Uses of Water

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

- a. for seventeen (17) single-family houses on the Seventeen Lots, occupied as dwellings, with no business use except business uses permitted in a single family residence under the terms of the zoning by-laws of the Town of Mendon.
- b. for no more than five fire hydrants located in the Development Parcel, only for the use of fighting fires which are active at the time water is drawn from these hydrants
- c. for flushing pipes and hydrants located in the Development Parcel and for the necessary maintenance of the water distribution system and the hydrants located in the Development Parcel

9. Forbidden Uses of Water

The Town of Mendon shall neither use water supplied under this Agreement for the Sale and Purchase of Water 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 Sale and Purchase of Water include, but are not limited to, the following:

- a. using water in business operations except for business uses permitted in a single family residence under the terms of the zoning by-laws of the Town of Mendon
- b. using hydrants for recreational sprinklers
- c. transporting or transmitting water in any manner for use outside the Development Parcel in a quantity greater than 100 gallons in any one week, without accumulation of quantities from week to week.

In addition, any contamination of the water in the water distribution system in Mendon or in the water system of any dwelling on the Seventeen Lots is forbidden, without regard to the substance of the contaminant, including water from any source other than the Town of Hopedale.

The Town of Mendon shall deliver a "Notice of Terms of Service" to each new customer stating, in substance, 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 business operations except business uses permitted in a single family residence under the terms of the zoning by-laws of the Town of Mendon;
- 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 lot other than the Seventeen Lots, including any expansion or reconfiguration thereof, which expansion or reconfiguration may not increase the number of

dwelling supplied to more than seventeen single family houses in total.

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

The Water supplied to your house comes from the Town of Hopedale. The Town of Mendon requires you to comply with the water rules, regulations, ordinances, by-laws, restrictions and prohibitions issued by the Town of Hopedale for Hopedale residents, including but not limited to prohibitions on watering lawns and gardens. At such times as the Town of Hopedale notifies us of such water rules, regulations, restrictions and prohibitions, we will promptly notify you accordingly. Violations of prohibitions, including 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 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
- commencing and prosecuting a civil action to enjoin the forbidden use

For violations of Town of Hopedale 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 Town of Hopedale, the Town of Mendon shall transmit to the Mendon customer making the forbidden use of water a notice of the violation, demanding that the violation cease and stating 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 from or on behalf of the Town of Hopedale, 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 Town of Hopedale may shut off hydrants spilling water without prior notice to the Town of Mendon. The Town of Hopedale shall have no duty to monitor the hydrants in Mendon or to shut off hydrants spilling water.

10. Conditions Precedent to Connection to System and to Delivery of Water

As a condition precedent to connection to the Town of Hopedale water system and to the delivery of water under this Agreement for the Sale and Purchase of Water, the following shall be installed, not necessarily by the Town of Mendon, at no expense to the Town of Hopedale

- (i) a Sensus eight (8) inch model W-3500 DR Turbo Meter or equal approved by the Water Superintendent for the Town of Hopedale
- (ii) a Sensus eight (8) inch strainer or equal approved by the Water Superintendent for the Town of Hopedale, immediately upstream of the water meter
- (iii) 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

- (iv) 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 (to be supplied and mounted on interior wall of the pre-cast concrete pit described below, but not to be installed)
- (v) an eight (8) inch diameter backflow prevention device
- (vi) a pre-cast concrete pit, approved by the Water Superintendent for the Town of Hopedale, installed at a location in Hopedale to be mutually agreed by the Hopedale Water Superintendent and T. Bedrosian, LLC in the Westcott Road intersection with the proposed road through the development parcel shown in the plan entitled New Homes at Eight Rod Road, dated May 11, 1988, 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 No. 102 on Sheet 1 of 7.

The meter, strainer, gate valves, meter bypass piping, backflow prevention device and concrete meter pit already installed at the Effective Date by or on behalf of T. Bedrosian, LLC has been inspected and approved by the Hopedale Water Superintendent. The location of the concrete meter pit has also been approved by the Hopedale Water Superintendent.

After installation of the pre-cast concrete pit, meter, strainer and the backflow prevention device described in this Section 10, these items and all the other contents of the meter pit shall become the property of the Town of Hopedale.

As a condition precedent to the supply of water under this Agreement for the Sale and Purchase of Water, the Town of Hopedale water superintendent shall receive documentation, not necessarily from the Town of Mendon, for those of the

following items which are or will be physically located in Hopedale, showing the transfer of title and warranties for the meter, strainer, gate valves, pipe with flanges, backflow prevention device and pre-cast concrete pit described in this section to the Town of Hopedale, and the Town of Hopedale Water Superintendent shall receive for these items all instructions, manuals, parts lists, purchase documents, parts lists, warranty documents and warranty registration forms, for those such items located in Hopedale.

As a condition precedent to connecting to the meter described in this Section 10 and as a condition precedent to the supply of any water under this Agreement for the Sale and Purchase of Water, the Town of Mendon shall pay, or some other person shall pay on behalf of the Town of Mendon, a connection fee of \$8500 to the Town of Hopedale. The Town of Hopedale acknowledges that this connection fee has been paid.

11. Permitted Components and Connections

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

- a. a distribution main which shall not extend outside the Development Parcel
- b. connections to each of the seventeen single-family dwellings on the Seventeen Lots, each through a single pipe with a maximum diameter of one (1) inch, which shall each include a device to prevent backflow
- c. curb cocks or other similar device for each of the Seventeen Lots which allow the water supply to a lot to be discontinued for a house lot without entering the house lot.
- d. five hydrants

- e. piping to bypass the distribution main in Mendon may be installed during maintenance or repairs of that distribution main, 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 connection to the water systems on any of the Seventeen lots for conveying water outside the individual lot to which water is supplied is permitted.

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 Water Department standards and specifications when installed, repaired or replaced and must be approved by 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. Before any alteration of the distribution main downstream from the meter described in Section 10, the Town of Mendon shall notify the Town of Hopedale of any proposed alterations; no alterations may be made in the distribution system without 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.

The Town of Hopedale 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.

12. Forbidden Connections

The Town of Mendon shall neither make connections to the distribution system through which the water supplied under this Agreement for the Sale and Purchase of Water is distributed nor allow anyone else to make or maintain connections to this distribution system, to the permitted hydrants or to the water systems on any of the Seventeen Lots 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, 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 Town of Hopedale Water Regulation

All water supplied under this Agreement for the Sale and Purchase of Water is subject to rules, regulations, restrictions and prohibitions issued by the Town of Hopedale or its Board of Water and Sewer Commissioners for water use for 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 Town of Hopedale upon the users of its water supplied under this Agreement for the Sale and Purchase of Water. Upon notice of a violation of the water rules, regulations, restrictions and prohibitions issued by 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 Town of Hopedale that a Town of Mendon customer is violating a Town of Hopedale water use rules, regulations, restrictions or prohibitions, 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 Town of Hopedale terminate water supply to such customer or commence and prosecute a civil action to enjoin the violation.

14. Furnishing Rates and Billing Information to Town of Hopedale

The Town of Hopedale may request information from the Town of Mendon on the readings of meters for any of the Seventeen Lots, the quantities of water used for any of the Seventeen Lots and the rates charged for water. The Town of Mendon shall provide the Town of Hopedale 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 Sale and Purchase 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 Town of Hopedale water rule, regulation, restriction or prohibition and the failure to cure such forbidden use, forbidden connection or violation, the Town of Hopedale 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 Town of Hopedale in law or in equity.

16. Time of the Essence

Time is of the essence in this Agreement for the Sale and Purchase of Water.

17. No Assignment

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

18. No Third-party Beneficiaries

The Town of Hopedale and the Town of Mendon are the only parties to this Agreement for the Sale and Purchase of Water. Neither the Town of Hopedale nor the Town of Mendon intends that this Agreement for the Sale and Purchase of Water benefit any other person or entity, with the exception of T. Bedrosian, LLC, which shall be a third party beneficiary until the sale of the Seventeen Lots, but for no longer than five years from the Effective Date of this agreement. For the purpose of this section only, occupancy of a house lot as a residence by Taniel Bedrosian or Mikael Bedrosian shall be deemed to be a sale of that house lot.

19. Notices

Any notice to the Town of Hopedale 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 Town of Hopedale may specify by notice in accordance with this Section.

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.

Any notice to the third-party beneficiary under this Agreement shall be mailed or delivered to

T. Bedrosian, LLC
13 Esther Drive
Milford, MA 01757

20. Applicable Law

This Agreement for the Sale and Purchase of Water shall be governed by the laws of the Commonwealth of Massachusetts.

21. No Waiver

No term or provision of this Agreement for the Sale and Purchase of Water 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 Sale and Purchase of Water and may not be used in its construction.

23. Disclaimer or Warranties

The Town of Mendon acknowledges that the Town of Hopedale has made no express warranties regarding the water to be supplied which are not contained in this Agreement for the Sale and Purchase of Water.

The Town of Mendon acknowledges that the Town of Hopedale has not warranted expressly or impliedly, that the water to be supplied under this Agreement for the Sale and Purchase of Water is fit for any particular purpose. The Town of Hopedale specifically disclaims and excludes any warranty that the water to be supplied under this agreement shall be fit for any particular purpose or that the Town of Mendon is relying on the Town of Hopedale to provide water of any particular kind or quality.

Notwithstanding anything herein to the contrary, the Town of Hopedale does not disclaim the implied warranty of merchantability.

24. No Effect on August 16, 1999 Agreement

This Agreement for the Sale and Purchase of Water shall have no effect on the Agreement between the Town of Hopedale and The Town of Mendon to

Agreement for the Sale and Purchase of Water
Town of Hopedale
Town of Mendon
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Provide Water Service to the Properties on or near Route 16 in the Town of Mendon, dated August 16, 1999.

25. Entire Agreement

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

[The remainder of this page 20 is intentionally left blank.]

26. Multiple Originals

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

IN WITNESS WHEREOF, the Town of Hopedale and the Town of Mendon execute this Agreement for the Sale and Purchase of Water this 20th day of March, 2002.

Town of Hopedale

By Michael E. Collins
Michael E. Collins, Selectman,
Michael Milanoski
Michael Milanoski, Selectman
Alan J. Ryan
Alan J. Ryan, Selectman
Robert H. Bird
Robert H. Bird, Commissioner
Christine H. Burke
Christine H. Burke, Commissioner
Aldo P. Tarca
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 Jan 18, 2002 and by vote of its Board of Selectmen on Jan 7, 2002, and authorized by special town meeting on April 10, 2001.

Town of Mendon

By Peter M. Confrey
Peter Confrey, Selectman
Dale F. Pleau
Dale Pleau, Selectman
Dennis L. Shaheen
Dennis Shaheen, Selectman
Robert Carlson
Robert Carlson, Commissioner
Donald J. Consoletti
Donald Consoletti, Commissioner
Gary Gaffney
Gary Gaffney, Commissioner

Authorized to execute this agreement on behalf of the Town of Mendon by vote of the Mendon Water Commission on Feb 28, 2002 and by vote of its Board of Selectmen on Mar 4, 2002.