

AGREEMENT BETWEEN THE TOWN OF HOPEDALE AND THE TOWN OF MENDON
TO PROVIDE WATER SERVICE TO PROPERTIES ON OR NEAR ROUTE 16 IN THE
TOWN OF MENDON

This agreement, made and entered into this 16 day of August 1999, pursuant to Massachusetts General Laws, Chapter 40, § 4A, by and between the Town of Hopedale, a municipal corporation within the County of Worcester, Commonwealth of Massachusetts, acting through its Board of Selectmen and its Board of Water & Sewer Commissioners, hereinafter referred to as "Hopedale" and the Town of Mendon, a municipal corporation within the County of Worcester, Commonwealth of Massachusetts, acting through its Board of Selectmen and its Board of Water Commissioners, hereinafter referred to as "Mendon."

WITNESSETH

WHEREAS, the owners of twenty-four properties on or near Route 16 in Mendon (the "twenty-four property owners") have been deprived of a supply of potable water due to the contamination of private drinking wells; and

WHEREAS, Mendon received a request from the twenty-four property owners to provide a supply of potable water by connection to a water line located in and owned by Hopedale;

WHEREAS, Hopedale has permitted the water connection to its water system to service the twenty-four property owners as authorized by Article 23 of the April 14, 1998 Annual Town Meeting; and

WHEREAS, Mendon in Article 27 of the May 2, 1999 Annual Town Meeting authorized its Board of Selectmen and its Board of Water Commissioners as follows:

To enter into an agreement with the Town of Hopedale or any of its Boards or Departments for the supply of water to approximately 24 property owners located on Eight Rod Road, Harrington Way and Milford Street, Route 16, upon such terms and conditions as the Selectmen and Water Board shall deem appropriate.

NOW, THEREFORE, in consideration of the promises and mutual benefits to be derived by the parties hereto, the parties agree as follows:

1. Hopedale will charge a connection fee of \$1,000.00 which shall be invoiced directly to the twenty-four property owners being serviced by the Hopedale water system, and Hopedale shall be initially responsible for the collection of such fee. Any fee not collected shall be subject to the collection procedure set forth in Attachment 1 attached hereto and incorporated herein by reference.

2. Mendon shall require that the property owners whose wells were known to be contaminated and so declared by the Department of Environmental Protection (DEP) decommission their existing contaminated wells. Mendon shall require that the property owners whose wells have not been declared contaminated maintain their wells in accordance with DEP regulations.

3. All meter reading and billing for the twenty-four property owners will be conducted by the Hopedale Board of Water & Sewer Commissioners and payment of the bills for water service will be made directly to Hopedale. Hopedale will charge the twenty-four property owners the same rates as it charges Hopedale residents for water.

4. The supply of water under this Agreement shall be subject to all rules and regulations, including any restrictions placed on the use of water, governing the Hopedale water system.

5. All repairs and/or maintenance required to the water mains which are the subject of this Agreement, including those installed on Route 16, Harrington Avenue, and Eight Rod Road, will be performed by or under the direction of the Hopedale Board of Water & Sewer

Commissioners. The costs of all such repairs and/or maintenance shall be divided equally between Mendon and Hopedale.

6. An annual hydrant fee of \$250.00 per hydrant will be paid by Mendon to Hopedale. There are currently a total of five hydrants in the project area. The fee charged may be changed by vote of the Hopedale Board of Water & Sewer Commissioners provided that any increase will reasonably reflect the cost of maintaining and servicing said hydrants.

7. The term of this Agreement shall be for one year from the date of its execution and shall be automatically renewed on an annual basis, unless otherwise amended or terminated by agreement of both parties in writing, for a total term of up to twenty-five years from the date of execution in accordance with the provisions of G.L. c. 40, §4A.

8. For a lot(s) owned by any of the twenty-four property owners which currently does not contain structures, the owners of the lot(s) may pay to Hopedale the connection fee of \$1,000.00 per lot on or before October 31, 1999 to ensure service of water from Hopedale consisting of a single, one-inch ~~residential~~ line per property. Failure to make payment by the date indicated may result in future denial of a connection for the property or an increased fee for such connection. The connection fee does not include the cost of any additional road opening work, which will be the responsibility of the property owner.

9. Water service provided under the terms of this Agreement shall extend only to the twenty-four properties as listed in Attachment 2 attached hereto and incorporated herein by reference. The properties to which water service may be provided are more particularly delineated on the plan attached hereto as ~~Attachment 2~~ ^{EXHIBIT A "NEW"} and incorporated herein by reference. There shall be no nonresidential use in the service area.

10. The water mains installed shall not be extended and no water shall be supplied directly or indirectly to property not within the service area delineated in paragraph 9 of this Agreement without an amendment to this agreement signed by the parties hereto and specifically authorized by the Town Meetings of both Hopedale and Mendon. Hopedale, in its discretion and in accordance with its maintenance obligations described in Paragraph 5, may install a block and a blow off valve at the existing water line beyond the gate valve located approximately 2,800 feet westerly of the Hopedale/Mendon town line along Route 16. If Hopedale does install the block and blow off valve, both the dormant end and the pressurized end of the severed pipe must be capped.

11. This agreement and any amendments thereto are subject to M.G.L. c. 40, §4A and Chapter 425 of the Acts of 1998.

12. This agreement supersedes all prior agreements and other understandings between or among the parties, including that certain agreement dated April 15, 1999 between the Hopedale Board of Water & Sewer Commissioners and the Mendon Board of Water Commissioners, and represents the complete and full agreement of the parties hereto.

13. Hopedale and Mendon agree to execute and file an Agreement for Judgment, attached as Attachment 3, in Town of Hopedale v. Water and Sewer Commission of the Town of Hopedale, et. al., Worcester Superior Court Civil Action No. 99-0679B (the "case"). Hopedale and Mendon agree that in accordance with the Agreement for Judgment, the case shall be dismissed as to Mendon with prejudice and without costs. Hopedale and Mendon further agree that the Restraining Order issued by the Court in the case on June 30, 1999 shall be dissolved.

14. Mendon agrees to pay Hopedale \$1,700 for attorney's fees within thirty (30) days of the execution of this agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hands and
seals on the date and year first above written.

TOWN OF HOPEDALE
BOARD OF SELECTMEN

Arthur J. Harling Jr.
Edward Bent

TOWN OF HOPEDALE
WATER AND SEWER COMMISSION

Robert H. B.
Gerold E. Langue sr

TOWN OF MENDON
BOARD OF SELECTMEN

John A. Carter
James M. Davis
James Shapiro

TOWN OF MENDON
WATER COMMISSION

Richard A. Hunt
Thomas J. Langue sr

ATTACHMENT 1

Collection Procedure

1. Hopedale shall provide Mendon with written notice of those property owners subject to this Agreement who have failed to pay their water bills within thirty days of the date of issue of said bills.
2. Mendon will provide notification by certified mail to the property owners who have failed to pay their water bills that failure to make payment to Hopedale's within fourteen (14) days may result in termination of water service.
3. On the fourteenth day from the mailing of the notice by Mendon, Mendon shall seek confirmation from Hopedale that payment for the unpaid water bills has not yet been received.
4. Upon receiving confirmation from Hopedale that payment for the unpaid water bills has not yet been received, Mendon shall notify the property owners who have failed to pay their water bills of the date upon which water service will be terminated by the Town of Hopedale.
5. If water service is terminated, the Town of Hopedale shall notify the Town of Mendon which will notify the Mendon Board of Health of the addresses of those properties for which water service has been terminated.
6. Water service will be restored upon payment to Hopedale of all outstanding water charges, as well as a reconnection charge as established by Hopedale.

(End of Attachment 1)

ATTACHMENT 2

Properties in Mendon Authorized to Receive Water Service, as shown on Mendon
Assessor's Map attached hereto as Exhibit A:

Milford Street

Lot 42
Lot 44
Lot 47
Lot 49
Lot 52
Lot 55
Lot 56
Lot 57
Lot 58
Lot 60
Lot 61
Lot 62
Lot 63
Lot 64
Lot 65
Lot 66
Lot 68
Lot 69
Lot 70
Lot 71

Harrington Street

Lot 6
Lot 8

Eight Rod Road

Lot 4
Lot 8

ATTACHMENT 2

Mendon
Authorized
Lots

Properties in Mendon Authorized to Receive Water Service, as shown on Mendon

Assessor's Map attached hereto as Exhibit A:

Milford Street

Lot 42

Lot 44 — HOPEDALE WATER — WELL DESTROYED

Lot 47

Lot 49

Lot 52

Lot 55

Lot 56

Lot 57 — HOPEDALE WATER

Lot 58 — WATER (HOPEDALE)

Lot 60 — HOPEDALE WATER — WELL DESTROYED

Lot 61

Lot 62 — HOPEDALE WATER — WELL DESTROYED

Lot 63 — HOPEDALE WATER

Lot 64 — HOPEDALE WATER — WELL DESTROYED

Lot 65 — HOPEDALE WATER + SEWER — WELL DESTROYED

Lot 66 — HOPEDALE WATER — WELL DESTROYED

Lot 68 — HOPEDALE WATER — WELL DESTROYED

Lot 69

Lot 70 HOPEDALE WATER — WELL DESTROYED

Lot 71 — SEWER ONLY

Harrington Street

Lot 6

Lot 8

Eight Rod Road

Lot 4

Lot 8 — Hopdale Connected 2004

MILFORD ST APARTMENT } SEWER ONLY
LOUIS SABATINELLI JR }

11 PROPERTIES CONNECTED
TO HOPEDALE WATER
& WELLS DESTROYED

2 — SEWER ONLY

24 PROPERTIES AUTHORIZED
TO RECEIVE HOPEDALE
WATER.




ORIGINAL			REVISIONS							REVISIONS						
DATE	BY	REV	DATE	DESCRIPTION	MADE	CHKD	APVD	REV	DATE	DESCRIPTION	MADE	CHKD	APVD			
DESIGNED	JR	1	6/82	1981 UPDATING - SAC	SMB	AML	LSJ	7	2/80	1989 UPDATING - JALBERT ENG.	PJD	SMB	LSJ			
CHECKED	8/83	2	8/83	" - SAC	SMB	MLK	LSJ	8	1/91	1990 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ			
SUPERVISOR	8/83	3	7/84	1983	SMB	MLK	LSJ	9	1/92	1991 UPDATING - JALBERT	PJD	LSJ	LSJ			
REVIEWED	8/87	4	6/87	1987 UPDATING - JALBERT ENG.	PJD	SMB	LSJ	10	1/93	1992 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ			
REVIEWED	8/88	5	4/88	1987 UPDATING - JALBERT ENG.	PJD	SMB	LSJ	11	1/94	1993 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ			
APPROVED	1/89	6	2/89	1988 UPDATING - JALBERT ENG.	PJD	SMB	LSJ	12	1/96	1995 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ			



NOTE
THE AREAS, BOUNDARIES AND DIMENSIONS SHOWN ON THIS TAX MAP ARE DERIVED FROM AERIAL PHOTOGRAPHS, GROUND SURVEYS AND RECORDED PLANS, MAPS, DEEDS AND WILLS AND ARE TO BE USED FOR TAX ASSESSMENT PURPOSES ONLY AND NOT FOR CONVEYANCE.

MAPPING PREPARED BY:

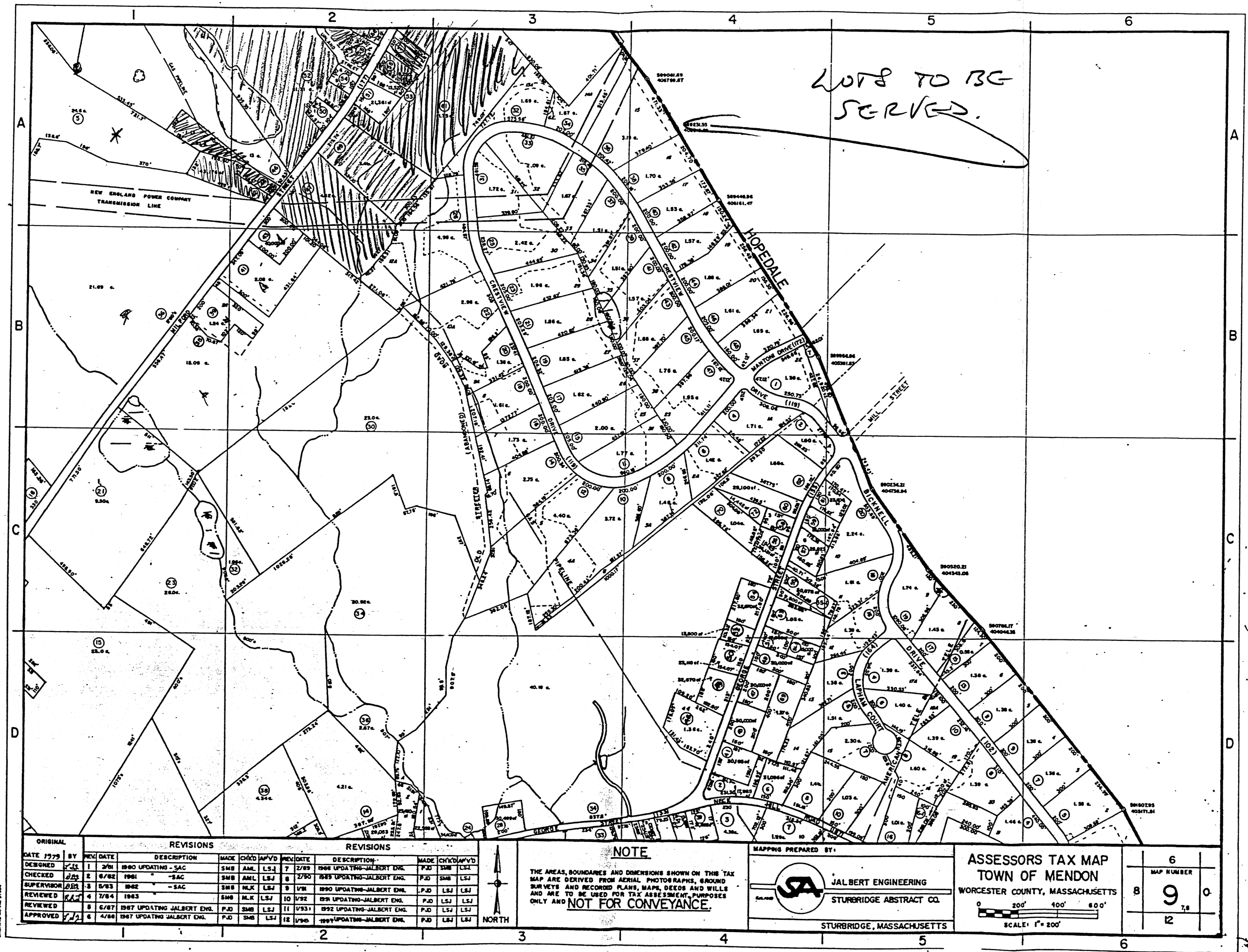


JALBERT ENGINEERING
STURBRIDGE ABSTRACT CO.
STURBRIDGE, MASSACHUSETTS

ASSESSORS TAX MAP
TOWN OF MENDON
WORCESTER COUNTY, MASSACHUSETTS

0 200' 400' 600'
SCALE: 1" = 200'

0	MAP NUMBER	0
5	6	9




REVISION 44-142 3704

ORIGINAL				REVISIONS				REVISIONS			
DATE	BY	REV. DATE	DESCRIPTION	MADE	CHKD	APVD	REV. DATE	DESCRIPTION	MADE	CHKD	APVD
DESIGNED	2/81	1/81	1980 UPDATING - SAC	SMB	AML	LSJ	7/89	1988 UPDATING - JALBERT ENG.	PJD	SMB	LSJ
CHECKED	2/82	8/82	-SAC	SMB	AML	LSJ	2/90	1989 UPDATING - JALBERT ENG.	PJD	SMB	LSJ
SUPERVISOR	2/83	5/83	-SAC	SMB	MLK	LSJ	9/91	1990 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ
REVIEWED	8/84	7/84	1983	SMB	MLK	LSJ	10/92	1991 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ
REVIEWED	8/87	6/87	1987 UPDATING - JALBERT ENG.	PJD	SMB	LSJ	11/93	1992 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ
APPROVED	8/89	4/88	1987 UPDATING - JALBERT ENG.	PJD	SMB	LSJ	12/94	1994 UPDATING - JALBERT ENG.	PJD	LSJ	LSJ



NOTE
THE AREAS, BOUNDARIES AND DIMENSIONS SHOWN ON THIS TAX MAP ARE DERIVED FROM AERIAL PHOTOGRAPHS, GROUND SURVEYS AND RECORDED PLANS, MAPS, DEEDS AND WILLS AND ARE TO BE USED FOR TAX ASSESSMENT PURPOSES ONLY AND NOT FOR CONVEYANCE.

MAPPING PREPARED BY:
 JALBERT ENGINEERING
STURBRIDGE ABSTRACT CO.
STURBRIDGE, MASSACHUSETTS

ASSESSORS TAX MAP
TOWN OF MENDON
WORCESTER COUNTY, MASSACHUSETTS
0 200' 400' 600'
SCALE: 1" = 200'

6
MAP NUMBER
8 9 0
12