This is an agreement made between the Town of Medfield, acting through its Water and Sewerage Board (hereinafter called the Board), and the Dover-Sherborn Regional School District (hereinafter called the District), acting through its Regional District School Committee, for the sale by Medfield of a supply of water to the District, which maintains or will maintain a school building or buildings located in the Town of Dover at the intersection of Farm Street and Junction Street.

1. The District will at its expense lay a line of six-inch pipe along the westerly side of Harding and Junction Streets from the last hydrant on Harding Street in the Town of Medfield to a point approximately forty feet northeast of the northwesterly corner of the land owned by the District (formerly owned by Donnelly et al). A gate valve is to be installed on the end of the present pipeline in Medfield, and each hydrant shall have its own gate valve. All pipes and fittings are to meet the Board's standards and are to be set and installed in accordance with its specifications. The District will take all necessary steps to obtain the necessary permit from the Town of Medfield to lay and maintain the pipe along Harding Street in the Town of Medfield, and to obtain the necessary permit from the Town of Dover to lay and maintain the pipe along Junction Street in the Town of Dover. In the event permits cannot be obtained from either Medfield or Dover, the District shall have no further obligation hereunder.

2. Title to pipe and fittings installed in Medfield, and to replacements thereof, shall be in the Town of Medfield, provided that the District shall have the right to repair and replace the same at its expense. The District agrees to maintain in proper condition all pipe and fittings installed pursuant to this agreement.

3. Upon the completion of such installation, but not earlier than June 15, 1961, Medfield will supply such water as the District may require for the construction and operation of the District School building or buildings. It is estimated that the District will require under this contract a minimum of 4250 gallons per day during such seasons as the school is in session, but this provision shall not be construed to require the District to use any particular amount of water hereunder. All water furnished hereunder shall be suitable

for drinking purposes. The District agrees that so long as this contract is in force and except in case of emergency it will not supply itself with water from any other source, provided, however, that in the event the District's requirements at any time exceed the supply which Medfield is able to furnish hereunder, the District may arrange for such additional supply from any other source as it may deem necessary. If the District obtains water from any other source, it will take effectual measures to prevent the same from entering or becoming commingled with the Medfield water supply.

4. A meter of a type satisfactory to the Board is to be installed by the District at its expense in one of its school buildings, and is to be accessible to the Board for periodic inspection and testing, and the District shall be responsible for maintaining the same in repair at its expense.

5. No water is to be taken from the hydrants except for flushing out the water main, in which case no charge will be made for water used. If it is necessary that water be taken from hydrants for temporary purposes, such as construction, temporary meters will be used.

6. The District agrees to pay for water furnished by Medfield under this agreement at the same rate per gallon as Medfield charges its own public school system.

7. The District agrees to abide by the rules and regulations of the Medfield Water Department insofar as they are consistent with the terms of this agreement.

8. This agreement shall continue for a period of five years from June 15, 1961 and shall continue from year to year thereafter unless notice of intention to cancel is given by either party to the other at least twelve months prior to the expiration of any such year.

This contract has been executed in duplicate, is dated June 15, 1961 and is under seal.

DOVER-SHERBORN REGIONAL SCHOOL DISTRICT

By Kenneth K. Arnold

Anita D. Sherrill

Ruth D. Hutton

Regional School District Committee

TOWN OF MEDFIELD

By John D. Williams

Harry B. Leighton

Water and Sewerage Board