



**TOWN OF HOPKINTON**  
TOWN MANAGER'S OFFICE  
18 Main Street, Hopkinton, MA 01748

508-497-9700  
508-497-9702 (Fax)  
selectmen@hopkinton.org

*Norman Khumalo*  
Town Manager  
nkhumalo@hopkinton.org

May 9, 2012

90 Elm, LLC  
c/o F.H. Perry Builder, Inc.  
90 Elm Street  
Hopkinton, MA 01748

Dear Mr. Perry:

This is to formally advise you that at its regularly scheduled meeting on May 1, 2012, the Board of Selectmen voted unanimously to deny your request for an abatement of the final sewer betterment assessed to you for the parcel at #'s 86, 88A, 88B, 88C and 90 Elm Street, Board of Assessors as Parcel R23-10.

The Board also voted to approve and sign the attached settlement between the Town and 90 Elm Street, LLC hereto.

Please feel free to call John Westerling, your Director of Public Works at 508-497-9740 if you have any further questions regarding this matter.

Sincerely yours,

Norman Khumalo  
Town Manager

cc: Maureen Dwinnell, Treasurer-Collector  
John Westerling, Director of Public Works

## 90 ELM, LLC SEWER BETTERMENT SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Town of Hopkinton ("the Town") and 90 Elm, LLC. The Town and 90 Elm, LLC (collectively, "the Parties") hereby stipulate and agree the following:

WHEREAS, 90 Elm, LLC has been assessed a betterment for the Fruit Street Wastewater Treatment Facility totaling \$149,603.86 for their property at 86, 88A, 88B, 88C, and 90 Elm Street in the Town ("the Property"), identified on the maps of the Board of Assessors as R23-10; and

WHEREAS, this betterment was assessed despite the fact that the Property cannot currently connect to the Town sewer system; and


WHEREAS, on January 9, 2012, 90 Elm, LLC applied, pursuant to *M.G.L. c. 80, §5*, for an abatement of the betterment assessment; and

WHEREAS, an extension of the sewer line under Elm Street, from its current endpoint at the intersection with the Lumber Street Extension to a location in the immediate frontage of 90 Elm Street, would allow the Property to connect with the Town sewer system; and

WHEREAS, 90 Elm, LLC is willing to continue to pay the betterment assessment, in accordance with a 20-year payment schedule established pursuant to *M.G.L. c. 80, §13*, based up the Town's agreement to extend the sewer line under Elm Street in accordance with the terms and conditions set forth in the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:


1. 90 Elm, LLC shall continue to pay the betterment assessment for the Fruit Street Wastewater Treatment Facility, in accordance with the established 20-year schedule.
2. The Town shall undertake to extend the sewer line under Elm Street, from the Lumber Street Extension to a location in the immediate frontage of 90 Elm Street, in such a manner as to allow the Property to connect to the Town sewer system. This extension shall be at no cost to 90 Elm, LLC beyond the betterment already assessed; provided, however, that nothing in this Agreement shall be construed to require the Town to reimburse 90 Elm, LLC for expenses it incurs incident to the connection of any building sewer into the public sewer; and provided further that nothing in this Agreement shall be construed to exempt 90 Elm, LLC from the obligation to pay any fees that may be required for the initiation or continuance of sewer service.
3. The extension described in Paragraph 2 of this Agreement shall include laying the sewer line to Town of Hopkinton standards in terms of size, material, depth, and bedding materials, and restoring the street surface to a

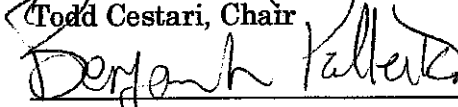
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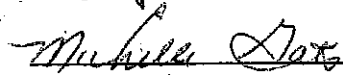
appropriations, the Parties agree that the Town shall undertake the work necessary to extend the sewer line no later than November 2013.


6. The Parties agree that the Board of Selectmen shall, concurrently with the execution of this Agreement, deny the application for abatement made by 90 Elm, LLC; and that 90 Elm, LLC shall not file any appeal of such. Nothing in this Agreement shall be construed to toll any deadline for the filing of applications for abatement.
7. This Agreement contains all the terms and conditions agreed upon by the Parties. All prior representations and promises made by any Party to another, whether in writing or orally, are understood by the Parties hereto to be merged into this Agreement. Any prior alleged agreements, promises, negotiations or representations, oral or written, not expressly set forth herein, are of no force or effect.
8. This Agreement shall be binding on all parties, their successors and assigns. References to 90 Elm, LLC shall also include any subsequent owners of the Property, insofar as those subsequent owners are empowered to make decisions binding upon the Property.
9. No modification or waiver of this Agreement, or any part thereof, shall be binding except by an instrument of writing signed by the Parties.
10. The Town represents that the undersigned have authority to enter into this Agreement on behalf of the Town.


Board of Selectmen  
Town of Hopkinton

  
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Todd Cestari, Chair

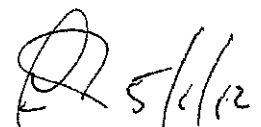
  
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Benjamin L. Palleiko, Vice-Chair

  
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Michelle Gates

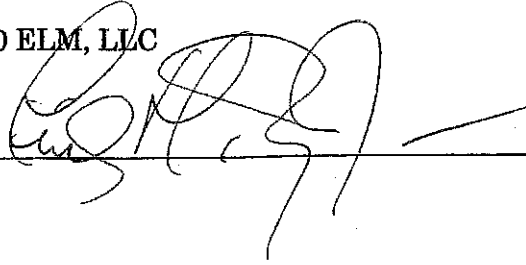
  
\_\_\_\_\_  
John M. Mosher

  
\_\_\_\_\_  
Brian J. Herr

Date:

  
R 5/1/12

90 ELM, LLC



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Date: 5/1/12