

INTERGOVERNMENTAL AGREEMENT

AGREEMENT made this _____ day of March, 2022 by and between the TOWN OF WEST TISBURY (the “Town”) and the MARTHA’S VINEYARD LAND BANK, acting through its Land Bank Commission (the “Land Bank”);

WHEREAS the Land Bank owns a certain parcel of land located at 279 Lambert’s Cove Road in West Tisbury, Massachusetts, identified in the Town Assessor Maps as Parcel 2.1 on Map 7 (the “Land Bank Property”); and

WHEREAS there is a well located on the Land Bank Property; and

WHEREAS, the Town wishes to use the well to supply a Town hydrant that the Town intends to install near to but not within the Land Bank Property.

NOW, THEREFORE, IT IS HEREBY AGREED that:

(1.) The Land Bank hereby authorizes the Town to tie into the well located on the Land Bank Property, subject to the terms hereof.

(2.) All labor, and all costs and expenses associated with the installation of the tie in, or related to its continued maintenance, shall be the responsibility of the Town, and the Town agrees to return the site of the tie in to substantially the condition it was in prior to the tie in.

(3.) The Town shall test the water quality before the tie in is implemented, and annually thereafter, and shall timely provide the annual water quality reports to the Land Bank for its review.

(4) It is expressly understood by the parties hereto that this agreement is not

intended to constitute a grant in the nature of a license or an easement, and that the permission to tie in is provided subject to the Land Bank’s unilateral right to revoke such permission at any time in the event that the tie in affects the quality or quantity of water produced by the well, or for any other reason - or no reason - in the Land Bank’s sole discretion.

(5) Notice of such revocation by the Land Bank shall be deemed to have been properly given if delivered by hand or mailed thirty (30) days prior to the intended termination date by regular mail to the Town Board of Selectmen at the Town Hall.

(6) The Town, on behalf of itself, and its agents and employees shall and does hereby indemnify and hold harmless the Land Bank, and agrees to defend the Land Bank against all liabilities, damages, and other expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the Land Bank by reason of any injury to person or loss of or damage to property sustained or occurring on the Land Bank Property on account of or arising out of such tie in, maintenance of the water line and equipment, or as a result of damage to the well or diminishment of its efficacy for the Land Bank’s purposes.

(7) This Agreement represents the full understanding of the parties. Any amendments to the Agreement shall be made in writing and signed by each party.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of March, 2022.

by: TOWN OF
WEST TISBURY

MARTHA’S VINEYARD
LAND BANK COMMISSION

Pamela Goff, Chairman