

**INTERIM PERIOD  
AGREEMENT**

This Agreement is entered into as of the 30<sup>th</sup> Day of May, 2018, by and between the Town of Andover, a municipal corporation within the County of Essex, Commonwealth of Massachusetts, acting through its Board of Selectmen, and the Town of North Reading, a municipal corporation within the County of Middlesex, Commonwealth of Massachusetts, acting through its Board of Selectmen.

**WITNESSETH**

**WHEREAS**, the Town of Andover currently supplies water to the Town of North Reading pursuant to the terms of an Intermunicipal Agreement dated June 26, 2015, as amended by the First Amendment to Intermunicipal Agreement dated October 2, 2017 (hereinafter referred to as the “2015 Agreement”).

**WHEREAS**, simultaneously with the execution of this Agreement, the parties, acting by and through their respective Boards of Selectmen, have entered into a new long-term agreement to allow Andover to continue supplying water to North Reading for a term of up to 99 years (hereinafter referred to as the “Long-Term Agreement”).

**WHEREAS**, the parties have petitioned for the passage of legislation by the General Court to authorize a term for the Long-Term Agreement of up to 99 years and the Long-Term Agreement requires ratification by both Boards of Selectmen after the passage of said legislation.

**WHEREAS**, the parties have agreed that the Long-Term Agreement will terminate if the Legislation is not enacted, or if the legislation is enacted but not in the same form as submitted by North Reading and Andover, or if the legislation is enacted in the same form as submitted by North Reading and Andover but the Agreement is not ratified thereafter.

**WHEREAS**, the parties wish to memorialize their agreement as to what will happen in this interim period and if the Long-Term Agreement is terminated as a result of any of the aforementioned events.

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein set forth, the parties hereto, each binding itself, its respective representatives, successors and assigns, mutually agree as follows:

**AGREEMENT**

1. By August 29, 2018, North Reading shall pay bills for water usage during April, May and June, 2018 and shall withhold from said payment the amount of the credit set forth in Section 3.6(B) of the Long-Term Agreement. If made by the date set forth herein, said payment shall be considered timely.

2. Andover shall bill North Reading for water used during July, 2018 and thereafter at the rate set forth in Section 3.1(A) of the Long-Term Agreement and North Reading shall pay said bills when due.
3. If Legislation authorizing a 99 year agreement is not enacted or is enacted but not in the same form as submitted by North Reading and Andover on or before August 15, 2018 and the Long-Term Agreement terminates as a result, North Reading shall pay to Andover the amount of the credit withheld pursuant to Section 1 of this Agreement within thirty (30) days of termination of the Long-Term Agreement.
4. If Legislation authorizing a 99 year agreement is enacted in the same form submitted by North Reading and Andover on or before August 15, 2018, and Andover fails to ratify the Long-Term Agreement as set forth in Section 4.8 thereof and the Long-Term Agreement terminates as a result, North Reading shall pay to Andover the amount of \$190,600 within thirty (30) days of termination of the Long-Term Agreement and shall retain the remainder of the credit withheld pursuant to Section 1 of this Agreement.
5. If Legislation authorizing a 99 year agreement is enacted in the same form submitted by North Reading and Andover on or before August 15, 2018, and North Reading fails to ratify the Long-Term Agreement as set forth in Section 4.8 thereof and the Long-Term Agreement terminates as a result, North Reading shall pay to Andover the amount of the credit withheld pursuant to Section 1 of this Agreement within thirty (30) days of termination of the Long-Term Agreement; and Section 3 of the October 2, 2017 Amendment to the 2015 Agreement shall be stricken from the 2015 Agreement so that North Reading shall no longer be entitled to receive any credit for costs incurred to join the Massachusetts Water Resources Authority.
6. If the Long-Term Agreement is terminated for any of the foregoing reasons, Andover shall continue to supply water to North Reading in accordance with the 2015 Agreement and North Reading shall pay for water used in July, 2018 and thereafter at the rate set forth in the 2015 Agreement. If the July bill is paid prior to termination of the Long-Term Agreement, North Reading shall pay Andover the difference between the amount paid pursuant to the Long-Term Agreement rate and the amount payable pursuant to the 2015 Agreement rate.
7. If the Long-Term Agreement is terminated for any of the foregoing reasons, the October 2, 2017 Amendment to the 2015 Agreement shall be amended as follows:
  - A. By adding the following to the end of Section 2:

*FY 22: 7/1/21 – 6/30/22: Andover rates tiered North Reading Rate shall increase by 2.5% to 3.77 per one hundred cubic feet (FY 21 rate of \$3.68 per one hundred cubic feet x 1.025).*
  - B. By adding the following clause to Section 4, after the words “June 30, 2021”:

*Unless North Reading gives notice to Andover prior to November 1, 2020, this Agreement shall automatically renew for one additional one (1) year period from July 1, 2021 through June 30, 2022.*

**IN WITNESS WHEREOF**, the Town of Andover, acting through its Board of Selectmen, and the Town of North Reading, acting through its Board of Selectmen have executed this agreement as of the day and year first above written.

Town of North Reading

\_\_\_\_\_ Michael A. Prisco, Chairman  
\_\_\_\_\_ Kathryn M. Manupelli, Vice-Chairman  
\_\_\_\_\_ Stephen J. O’Leary, Clerk  
\_\_\_\_\_ Robert J. Mauceri  
\_\_\_\_\_ Andrew J. Schultz

Dated: \_\_\_\_\_

Approved as to Form by:

\_\_\_\_\_ Gregg J. Corbo, Town Counsel

Town of Andover

\_\_\_\_\_ Alex J. Vispoli, Chair  
\_\_\_\_\_ Laura M. Gregory, Vice-Chair  
\_\_\_\_\_ Paul J. Salafia  
\_\_\_\_\_ Ann W. Gilbert  
\_\_\_\_\_ Christian C. Huntress

Dated: \_\_\_\_\_

Approved as to Form by:

\_\_\_\_\_ Thomas J. Urbelis, Town Counsel