

**INTERMUNICIPAL AGREEMENT**  
**BETWEEN**  
**THE TOWN OF ANDOVER, MASSACHUSETTS**  
**AND**  
**THE TOWN OF NORTH READING, MASSACHUSETTS**  
**FOR**  
**POTABLE WATER SERVICE**  
**2018-2117**

**THIS AGREEMENT** 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 has the authority to sell and supply potable water to the Town of North Reading under this intermunicipal agreement which provides the terms and conditions of sale, furnishing of water, payment for sale;

**WHEREAS**, the Town of North Reading has the authority to purchase said water under the terms and conditions of this agreement;

**WHEREAS**, the Towns deem it to be in the public interest for the Town of Andover to supply and sell, and for the Town of North Reading to receive and pay for potable water to supply its citizens; and

**WHEREAS**, both Towns have been authorized to enter into this agreement by vote of their respective Boards of Selectmen as evidenced by their signatures to the Agreement.

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

**1. DEFINITIONS AND INTERPRETATIONS**

**1.1 Definitions**

For all purposes of this Agreement, and any amendments or other changes thereto, the terms shall have the meanings set forth below.

**A.** “**Andover**” means the Town of Andover, in Essex County, Massachusetts, or its duly authorized agent.

**B.** “**DEP**” means the Department of Environmental Protection of the Commonwealth of Massachusetts.

**C.** “**Force Majeure Events**” means a consequence of any Acts of God, act of public enemy, laws, blockades, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, labor strikes, power failures, explosions, breakage or accident to machinery, lines or pipe, failure of water supply, regulatory requirement, restriction or limitation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not within the reasonable

control of such party, and which act, omission or circumstance such party is unable to prevent or overcome by the exercise of due diligence.

**D. “Maximum Daily Withdrawal”** means the highest total volume of water measured in gallons or cubic feet at a metering station over any consecutive twenty-four (24) hour period during a calendar year.

**E. “North Reading”** means the Town of North Reading, in Middlesex County, Massachusetts, or its duly authorized agent.

**F. “Tier 1 Water Rate”** means the lowest per unit water rate charged by Andover to any water customer. As of the date of this Agreement, Andover uses a tiered rate structure, also known as an Increasing Block rate structure. Currently (in FY 2018), the lowest Tier 1 Water Rate equals \$2.97 per hundred cubic feet (HCF). In the event Andover moves to a flat rate charge for water use, then the Tier 1 Water Rate shall be defined as equal to the flat rate charge for water use.

**G. “Waterworks”** means facilities for collection, storage, supply, distribution, treatment, pumping, metering, and transmission of water.

## **1.2 Meanings and Construction**

This agreement, except where the context clearly indicates otherwise, shall be construed as follows:

- A.** Definitions include both singular and plural;
- B.** Pronouns include both singular and plural and include both genders.

## **1.3 Resolutions of Disputes**

Any dispute arising under this agreement shall first be attempted to be resolved in a timely and mutually acceptable manner by the two parties. If the parties are unable to resolve the dispute, civil action may be taken by either party through a court of proper jurisdiction.

## **1.4 Governing Law**

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

## 2. GENERAL PROVISIONS

### 2.1 Obligations of the Parties

Both North Reading and Andover understand and agree to the following obligations, limitations, and commitments, in consideration of Andover's agreement to permit connection by North Reading to Andover's waterworks to supply North Reading with drinking water in exchange for payment and other consideration as specified in this agreement.

**A. Consumption Quantities.** North Reading's consumption of Andover's water shall be governed as follows:

1. Andover shall furnish (i) until June 30, 2019, subject to permitting, up to a maximum daily withdrawal of 2.4 million gallons; and (ii) thereafter, until June 30, 2025, subject to permitting and any necessary infrastructure upgrade, up to a maximum daily withdrawal of 2.6 million gallons; and (iii) thereafter, subject to permitting and any necessary infrastructure upgrade, up to a maximum daily withdrawal of 3.0 million gallons to North Reading through interconnections identified in section 2.1(E) of this Agreement. The amount of water North Reading draws on a daily basis up to the amounts described herein shall be within its sole discretion, except in the case of a Force Majeure as described in section 2.2 of this Agreement. Andover's ability and obligation to supply more than a daily maximum withdrawal of 2.6 million gallons is dependent upon the expansion of Andover's Water Management Act permit and approval of an amendment to North Reading's Interbasin Transfer Act permit.
2. North Reading shall retain all responsibility for (i) operation, maintenance, and use of its waterworks, (ii) compliance with applicable law, (iii) compliance with its obligations as stated in this Agreement, and (iv) distribution of water to its residents.
3. Nothing in this Agreement shall in any manner obligate or place any responsibility on Andover with regard to (i) the operation, maintenance or use of any of North Reading's equipment or property related in any way to potable water service, including but not limited to North Reading's waterworks, (ii) the distribution or delivery of water within the geographic boundaries of the Town of North Reading, and (iii) communications, billing, or any related activities involving North Reading water customers and residents relating to the provision of potable water.

**B. Control of System Leaks and Wasteful Use.** North Reading shall operate and maintain its waterworks connecting to that of Andover in accordance with customary practices and within the guidelines set forth below. North Reading shall take all reasonable measures to minimize the wasteful use of water within its service area. Should Andover impose restrictions on water use on its customers (e.g., sprinkling bans) through implementation of its Drought Management Plan or other demand management policies, bylaws, or rules and regulations in effect in the Town of Andover, North Reading shall conform its customers to such and impose the same restrictions on customers within its service area, including but not limited to any customers that qualify as one of the largest users of the two systems. The imposition of said restrictions shall be within the sole and exclusive discretion of Andover. Nothing in this

Agreement shall prevent North Reading from imposing its own restrictions above and beyond those imposed by Andover. The Town of North Reading as a whole shall not be considered a single large user for purposes of Andover's Drought Management Plan or any other demand management policies, by laws, or rules and regulations in effect in the Town of Andover. Andover shall not be liable for damages or otherwise in the implementation of Andover's Drought Management Plan or other demand management policies under the foregoing provisions.

**C. Conformance to Law.** Both North Reading and Andover shall abide by all applicable laws, rules, regulations, and bylaws of the United States, the Town of Andover, the Commonwealth of Massachusetts, and any political subdivision thereof having jurisdiction over the activities and obligations under this intermunicipal agreement insofar as such compliance is not lawfully superseded by the terms of this agreement.

**D. Water Quality.** Andover will guarantee that the quality of water supplied to North Reading will meet all State and Federal regulations at the point of delivery to North Reading. North Reading retains responsibility for water quality compliance beyond the point of delivery as described in Section 2.1(E). North Reading has all responsibility for water delivery and quality once the water crosses the town line between Andover and North Reading. The parties will comply with all applicable State and Federal rules and regulations relating to water quality, including but not limited to, rules and regulations of the Environmental Protection Agency and any other agency which regulates water quality within their respective borders.

**E. Contract Service Area.** Andover shall deliver water to North Reading at the following points of delivery:

1. The Andover/North Reading town line at Gould Road and Central Street.
2. The Andover/North Reading town line at Route 28; and/or.
3. Such other locations as the parties may agree to during the term of this Agreement.

**F. Measurement of Flows.** The measurement of water delivered to North Reading shall be undertaken by North Reading and Andover. Such flow measurements shall be made by approved metering devices owned by North Reading at locations determined by North Reading and approved by Andover. Meter readings shall be taken and reported to and confirmed by Andover on a monthly basis, and Andover shall have the right to have an agent present to read any meter at such time. All such metering devices shall be inspected and calibrated at least annually by North Reading. A copy of the inspection and calibration reports shall be filed at Andover's Water Department. Andover reserves the right to install metering at locations in Andover determined by Andover.

In the case of missing or inaccurate flow records, due to faulty metering device operation or other circumstances, an estimate of flow shall be made by the parties based on past records of a comparable period. The estimates shall be used by Andover to establish North Reading's payments to Andover for the period of missing or inaccurate data.

**G. Construction of Connections.** The parties shall work cooperatively to permit, design and construct any infrastructure improvements necessary to effectuate the purposes of this Agreement, with each party agreeing to bear the cost of the portion of such improvements that lie within its geographic borders, unless another method of apportionment is agreed to in writing by the parties. Any such costs shall be subject to appropriation. Except for capital costs assessed upon North Reading as part of the Tier 1 Rate, neither party has any obligation to pay any costs, including but not limited to design costs, for facilities in in the other Town

**H. Records, Accounts and Audits.** Andover shall keep books of records and accounts, in which complete and accurate entries shall be made of all its transactions with North Reading.

**I. Ownership of Connection Facilities.** Each town shall own all waterworks on its side of the Town Line between Andover and North Reading.

**J. Assignment of Users.** North Reading's users of its waterworks shall be served by water facilities owned, operated and maintained by North Reading, unless there is written amendment to this Agreement.

**K. Responsibility for System Operation and Maintenance.** Andover assumes no responsibility for the operation and maintenance of waterworks constructed and owned by North Reading. Andover's waterworks shall be operated and maintained by Andover, and North Reading assumes no responsibility for the operation and maintenance of the same. Andover shall not be responsible or liable in any way for the Acts of God, or any other act or acts beyond its control which may, in any way, cause an interruption or discontinuance of the service provided for in this Agreement as described in Section 2.2. However, under such circumstances, Andover shall use its best efforts to restore normal service as soon as possible.

**L. Andover as Sole Provider.**

1. North Reading agrees that currently and, upon receipt of all required permits and approvals and construction of infrastructure upgrades providing for its right to take up to 3.0 million gallons per day, and compliance with all other terms of this Agreement, Andover shall become North Reading's sole third-party public water supplier; provided, however that Andover shall not be North Reading's sole water supplier if either or both parties are unable to secure any permits, approvals and/or appropriations needed to allow Andover to supply North Reading with the maximum daily withdrawal of 3.0 million gallons. Nothing herein shall be deemed to prevent the Town of North Reading from supplying its inhabitants with water from its own wells within the boundaries of the Town of North Reading.

2. Notwithstanding the previous section, North Reading shall be permitted to maintain one or more interconnections with other public water suppliers and/or to maintain its own water sources to obtain water in the event of a force majeure event or other circumstance in which Andover is unable or unwilling to supply North Reading with the maximum daily withdrawal amounts specified in Section 2.1(A)(1) of this Agreement. If North Reading obtains water from an alternate source including amounts in excess of 3.0 million gallons per day, then, to the extent permitted by law, North Reading hereby agrees to release, defend, indemnify and hold harmless Andover from any and all claims

and damages relating to or arising from North Reading's use of an alternate source of water, including but not limited to claims and damages relating to the difference in the chemical makeup between water supplied to North Reading by Andover and water supplied to North Reading by an alternate source.

3. The parties acknowledge and agree that North Reading's obligation to use Andover as its sole water supply source is limited to amounts up to the maximum daily withdrawal rate of 3.0 million gallons. If North Reading requires water in excess of 3.0 million gallons, it shall be permitted to obtain such amounts from other public water suppliers, provided, however, that North Reading shall give Andover the option of meeting its demand prior to using such other sources.

4. If North Reading requires a supply of water in excess of 3.0 million gallons, it shall give Andover written notice specifying the number of gallons needed. If the parties elect to enter into an agreement for supply of water in excess of 3.0 million gallons then the parties shall work cooperatively and in good faith to obtain the necessary permits and approvals. If the parties do not reach an agreement for Andover to meet North Reading's demand within twelve (12) months of Andover's receipt of said notice, or if the parties are unable to obtain necessary permits or approvals or appropriations required for infrastructure improvements needed for Andover to meet North Reading's demand within twenty-four (24) months of Andover's receipt of said notice, North Reading is permitted to obtain such amounts from third party suppliers. Any notice provided pursuant to this paragraph shall expire after six (6) years and the requirements of this paragraph shall be met again before North Reading enters into any agreement with a third-party which has an effective date more than six years after the date of North Reading's notice to Andover.

5. Any increase in North Reading's maximum daily withdrawal from Andover above 3.0 million gallons shall be subject to approval by votes of both Towns' boards of selectmen and shall be subject to any required permits and infrastructure improvements Notwithstanding the foregoing, but subject to subsection 2 of this section L, Andover shall remain North Reading's sole water supplier for 3.0 million gallons of water per day.

## **2.2 Impairment of Supply**

**A. Responsibility.** The furnishing of water to North Reading under this Agreement shall not be impaired except in the case of a Force Majeure event which impacts Andover's ability to supply water to North Reading. Andover shall not be compelled to furnish the customary amounts of water to North Reading on a continuous basis during such event; provided, however, that any impairment of North Reading's supply due to a Force Majeure event that also affects Andover residents shall be shared proportionally based on usage.

**B. Force Majeure Events.** Neither Andover nor North Reading shall be liable for damages or otherwise for failure to perform any obligation under this agreement which failure is occasioned by a Force Majeure event. Such event affecting the performance of either Andover or North Reading, however, shall not relieve such other party of liability in the event of its negligence, intentional acts, or in the event of such party's failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch.

Andover shall communicate the details of such events to North Reading, including the level/amount of flow restriction, the anticipated duration, and the remediation/management actions being taken, with as much advanced notice as possible, within a reasonable time and the two parties will remain in contact with each other throughout the duration of the event.

### 2.3 Notices and Communications

A. Any and all notices, communications, and acknowledgements pertaining to the terms and provisions of this agreement shall be conveyed by both electronic mail and U.S. mail or other customary mode of communication to the following officials or any successor officials:

Town Manager  
Town Offices  
36 Bartlet Street  
Andover MA 01810  
[manager@andoverma.gov](mailto:manager@andoverma.gov)

Town Administrator  
Town Hall  
235 North Street  
North Reading MA 01864  
[townadministrator@northreadingma.gov](mailto:townadministrator@northreadingma.gov)

B. Except in the case of an emergency or unforeseen event, prior to the implementation of any significant water related actions that may impact the provision of water to North Reading, such as supply interruptions, major maintenance, and quality issues, Andover shall provide North Reading with written e-mail and verbal notice of such pending action with as much advance notice as possible. In the case of system-wide water restrictions North Reading will be notified as soon as possible in accordance with the requirements of Section 6 “Public notification of state water supply conservation” of Andover’s Water Restriction By-Law or such other law or regulation as may be in effect at the time.

C. Routine matters and issues will continue to be conveyed between Andover and North Reading’s respective public works/water system operational personnel via customary modes of communication.

### 2.4 Future Projects

A. At the time of this Agreement, North Reading holds an Interbasin Transfer Act permit authorizing it to take a maximum of 1.5 million gallons per day (MGD) from the Town of Andover. The parties agree that they will work cooperatively during the term of this Agreement to obtain all permits and approvals needed to support an increase in North Reading’s authorized withdrawal to the amounts set forth in Section 2.1(A)(1) of this Agreement, and North Reading agrees that it will submit an application to increase its Interbasin Transfer Act permit within thirty (30) days of a final decision on its Final Environmental Impact Report application. The parties further agree that this Agreement will automatically terminate five (5) years after any final decision denying any permit or approval needed by either party to enable Andover to supply North Reading with a maximum daily withdrawal at a rate of 2.6 million gallons or more and any credits still due North Reading at that time shall cease.

B. Nothing in this Agreement shall be construed as prohibiting North Reading from providing water purchased from Andover to the Town of Reading or any other

community or purchaser on such terms and conditions as North Reading deems appropriate. If North Reading provides water purchased from Andover to the Town of Reading or any other community or purchaser, then, to the extent permitted by law, North Reading hereby agrees to release, defend, indemnify and hold harmless Andover from any and all claims and damages relating to or arising from North Reading providing such water to the Town of Reading or any other community or purchaser.

- C. At North Reading's election, Andover will work cooperatively with North Reading to facilitate North Reading's connection through Andover's sewer network to the Greater Lawrence Sanitary District sewer treatment facility. All costs for such application and implementation shall be subject to a separate agreement between Andover and North Reading.
- D. Notwithstanding the provisions of paragraphs 2.4A, B, and C set forth above, the parties acknowledge and agree that neither party has any express or implied obligation to undertake such future projects other than as set forth in 2.4A, B and C, except an obligation to act in good faith in the manner specified herein.

### **3. PAYMENTS FOR SERVICES**

#### **3.1 North Reading Rate**

- A. For the first 10 years of this Agreement, North Reading shall pay Andover for its water use at a rate of 95% of Andover's Tier 1 Water Rate, provided that the annual increase in the rate charged to North Reading shall not exceed 2.5% for this 10 year period. For purposes of this provision, the 10 year rate with the annual increase not to exceed 2.5% will commence on July 1, 2017 and end on June 30, 2027.
- B. For the remainder of the term of this Agreement, North Reading shall pay Andover for its water use at a rate of 95% of Andover's Tier 1 Water Rate.

#### **3.2 Billing Cycle**

Andover shall bill North Reading on a monthly basis. Billing shall be rendered to North Reading and become due and payable to the Water Treatment Plant, 397 Lowell Street, Andover MA 01810-4416 within thirty (30) days of being rendered. The North Reading payment will be made via Electronic Funds Transfer until such time as both parties agree to another method of payment.

#### **3.3 Delinquent Bills**

If water bills remain unpaid 30 days after the same shall be due, Andover's Tax Collector shall add thereto a penalty of one (1) percent per month. If the bills continue to remain unpaid sixty (60) days after they are due, the Tax Collector shall add interest charged on the original bill from its due date at the rate of one and one half ( 1 ½ ) percent per month. If the final date for

payment before the imposition of a penalty or the charging of interest should fall on a Saturday, Sunday, or holiday, such payment may be received by the Andover Tax Collector on the next business day following such Saturday, Sunday or legal holiday and the Tax Collector shall receive such payment without imposing the one (1) percent penalty or the interest charges.

### **3.4 Bills over Sixty (60) Days Due**

If North Reading fails to pay to Andover the amount of its bills within 60 days from the billing date, Andover may, at its discretion, give North Reading written notice of such delinquency. In the event that such written notice is given, North Reading shall have 60 days from the date of said notice to make full and complete payment of the bill, penalties and accrued interest. Unless bills are disputed by North Reading, the Town of Andover may terminate the provision of water to the Town of North Reading. Termination of the provision of water to North Reading shall not relieve North Reading of its responsibility to pay Andover for its proportionate share of expenses incurred by Andover for facilities used or planned for North Reading. North Reading shall have the right to make current all such billing and expense delinquencies in full including penalty and interest and upon doing so, the termination shall cease and this Agreement shall remain in full force and effect.

### **3.5 Right to Dispute Bills**

North Reading may challenge the calculation of any bill by serving written objection prior to the date on which payment is due. Upon resolution of the dispute, an appropriate adjustment, if any will be made. If North Reading challenges its bill, it shall pay to Andover the portion of the bill that is undisputed or 67.5%, whichever is greater and the remaining portion shall be deposited into an interest bearing escrow account with an escrow agent agreed upon by Andover and North Reading until such time as the dispute is resolved. For purposes of determining percentages payable in the event of a dispute, the amount of the bill shall be the amount due after deducting any adjustments made pursuant to Section 3.6 of this Agreement. Funds held in escrow, including any interest added thereto, shall be disbursed by agreement of the parties or court order. Until such time as the dispute is resolved, North Reading shall not be subject to termination of service or any other penalties that apply to late payments.

### **3.6 Adjustments**

- A. Andover will reimburse North Reading's costs already incurred to join the Massachusetts Water Resources Authority ("MWRA"), up to \$953,000, which costs will be reimbursed by Andover through credits to North Reading's water invoices, beginning on July 1, 2018 in the amount of \$95,300 annually. Such credits shall be applied on a monthly basis in the amount of \$7,941.66 per month, until the total amount of credits equals \$953,000.
- B. Andover agrees to set the effective rate of 95% of Andover Tier I Water Rate retroactively to July 1, 2017. For water used and paid for by North Reading during the fiscal year 2018, Andover will provide a refund of the excess amounts paid by North Reading based upon the difference between the amount paid at the rate established by the

prior agreement and 95% of the Andover Tier I Water Rate at the time this Agreement is executed.

#### **4. MISCELLANEOUS PROVISIONS**

##### **4.1 Status of Former Agreements**

Except as provided in section 4.8 of this Agreement, and not including the Interim Period Agreement signed contemporaneously herewith, this Agreement supersedes all prior agreements for Andover to supply water to North Reading and it constitutes the entire contract between Andover and North Reading, provided, however, that Andover retains full rights and authority to enforce the provisions of any proceeding or currently existing agreement as they pertain to any outstanding indebtedness to Andover.

##### **4.2 Incurring of Debt**

Nothing in this Agreement shall be construed as to prevent either party thereto from incurring any debt deemed necessary to ensure the sufficiency of funds required to construct, maintain and operate their respective waterworks.

##### **4.3 Severability**

If any clause or provision of this Agreement or application thereof shall be held unlawful or invalid, no other clause or provision of this Agreement or its application shall be affected, and this Agreement shall be construed and enforced as if such unlawful or invalid clause or provision has not been contained herein.

##### **4.4. Status of Legal Representatives**

Each one of the benefits and burdens of this Agreement shall be binding upon the respective legal representatives, successors, and assigns of the parties hereto.

##### **4.5 Amendment**

This agreement may be amended from time to time by mutual consent of the parties and in accordance with the provisions of G.L. c. 40, sections 4 and 4A, or any other applicable law. Any such amendment to this shall be executed and authorized with the same formality as this agreement.

Andover and North Reading shall meet on a regular and on-going basis and no less than once per Fiscal Year to review their performance under this Agreement and to discuss any issues that may arise during the Term. Andover and North Reading further agree that they will endeavor in good faith to negotiate any amendments that may be necessary or desirable to reflect any changes in circumstance or other matters arising during the Term of this Agreement.

##### **4.6 Assignment**

No assignment by North Reading of its rights or duties under this Agreement shall be binding on Andover, unless Andover consents to such an assignment in writing with the same formality as employed in the execution of this Agreement.

#### **4.7 Waiver**

Failure of either party hereto to exercise any right hereunder shall not be deemed a waiver of such party to exercise at some future time said right or rights or another right it may have hereunder.

#### **4.8 Effective Date and Duration**

This Agreement shall be in full force and effect from the date first written above, but only for such terms as authorized by Massachusetts law, and shall be binding on North Reading and Andover for the maximum period of time authorized by Massachusetts law, unless sooner terminated.

Notwithstanding the preceding sentence, the parties acknowledge that they have petitioned the General Court for legislation to authorize an agreement for the supply of water for a period of up to ninety-nine (99) years. If said legislation is not enacted and made effective on or before August 15, 2018, this Agreement shall automatically terminate on that date. If said legislation is enacted and made effective on or before August 15, 2018, but it is not in the same form submitted by North Reading and Andover, this Agreement shall automatically terminate seven (7) days after the effective date of the legislation.

If said Legislation is enacted in the same form submitted by North Reading and Andover and made effective on or before August 15, 2018, the Board of Selectmen for each Town shall sign a ratification of this Agreement within fourteen (14) days thereof and this Agreement shall remain in effect for a period of ninety-nine years from the date of said ratification. Said ratification shall be authorized by each Town's Board of Selectmen simultaneously with their approval of this Agreement and this Agreement shall terminate if it is not ratified by both Boards of Selectmen within said fourteen (14) days.

The parties may agree, in writing, to extend the time for passage of the special legislation and/or ratification. If this agreement is terminated as a result of the failure of said legislation as set forth above or the failure of either party to execute a ratification thereafter, this Agreement shall terminate and shall not be considered an agreement for twenty-five (25) years or less and Andover shall continue to supply water to North Reading in accordance with the parties' June 26, 2015 Agreement, as amended by the First Amendment to Intermunicipal Agreement dated October 2, 2017.

Beginning in the Fiscal Year commencing on July 1, 2108, the parties shall meet on a regular and on-going basis to discuss a successor to this Agreement. The parties further agree that they will endeavor in good faith to negotiate a successor agreement to the extent permitted by law at the time.

**4.9 Termination**

This Agreement may be terminated upon a duly executed mutual agreement of both parties, in writing, executed and authorized with the same formality as this Agreement.

**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

Andover/North Reading Water Supply Agreement

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

Approved as to Form by:

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

Pursuant to Chapter \_\_\_\_ of the Acts of 2018, the North Reading Board of Selectmen, being duly authorized by a vote of the North Reading Board of Selectmen on \_\_\_\_\_ and the Andover Board of Selectmen, being duly authorized by a vote of the Andover Board of Selectmen on \_\_\_\_\_, hereby endorse and ratify this Agreement between North Reading and Andover

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: \_\_\_\_\_

Town of Andover

\_\_\_\_\_ Alex J. Vispoli, Chair

\_\_\_\_\_ Laura M. Gregory, Vice-Chair

\_\_\_\_\_ Paul J. Salafia

\_\_\_\_\_ Ann W. Gilbert

\_\_\_\_\_ Christian C. Huntress

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