

FIRST AMENDMENT TO AGREEMENT FOR THE SUPPLY OF WATER

This First Amendment to the Agreement for the Supply of Water ("First Amendment") is made as of this 31st day of May 2016, between the Town of Hopedale ("Hopedale"), acting by and through the Hopedale Board of Water and Sewer Commissioners, a Massachusetts board of water and sewer commissioners created under Chapter 578 of the Acts of 1982, having its principal place of business at 78 Hopedale Street, Hopedale, Massachusetts 01747, and the Town of Mendon ("Mendon"), acting by and through the Mendon Board of Water Commissioners, a Massachusetts board of water commissioners created under Chapter 528 of the Acts of 1946, having its principal place of business at 20 Main Street, Mendon, Massachusetts 01756.

RECITALS

WHEREAS, on or about August 1, 2012, Hopedale and Mendon executed a certain Agreement for the Supply of Water ("Agreement"), to supply water for up to one hundred thirty-eight (138) lots in Mendon;

WHEREAS, the term of the Agreement commenced on August 1, 2012 and expired on July 31, 2015;

WHEREAS, Hopedale and Mendon now seek to extend the term of the Agreement, in accordance with M.G.L. c. 40, § 4A, and any other enabling law, which shall be deemed to be the authority of Hopedale and Mendon for entering into the Agreement and this First Amendment;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement and this First Amendment, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Hopedale and Mendon agrees as follows:

1. Term. The first sentence of Paragraph 5 of the Agreement ("Term of Agreement") is deleted and replaced with the following:

"The initial term of this Agreement shall begin on the Effective Date and shall end on July 31, 2015. Subsequent to the expiration of the initial term, this Agreement shall be automatically renewed on an annual basis, with each automatic renewal equivalent to an additional one (1) year term, commencing on August 1 of the given year and expiring on July 31 of the given year, unless otherwise amended or terminated by agreement of both parties in writing. The initial term and the total number of automatic renewal terms hereunder shall have a maximum overall term of twenty-five (25) years, expiring no later than July 31, 2037. Notwithstanding the foregoing, Mendon may terminate this Agreement at any time if it obtains an alternative source of supplying water to the subject one hundred thirty-eight (138) lots in Mendon."
2. Record Keeping. Pursuant to M.G.L. c. 40, § 4A, Hopedale and Mendon: shall maintain accurate and comprehensive records of services performed, costs incurred and reimbursements and contributions received on account of the subject matter herein: shall provide for the performance of regular audits of such records: and shall provide periodic financial statements relating to the subject matter herein.
3. Remaining Agreement. All other terms, conditions and provisions of the Agreement shall remain in full force and effect.
4. Duly Authorized. Each party represents and warrants to the other that it has full power and authority to enter into the First Amendment and the Agreement

and to perform their respective obligations hereunder and thereunder, and that the persons signing this First Amendment on the respective party's behalf have the authority to sign and bind that party.

5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which counterparts, when executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Hopedale and Mendon have caused this First Agreement to be signed and executed on their respective behalves, effective as of the date set forth above. All parties execute this First Agreement as a sealed instrument.

TOWN OF HOPEDALE:

By its Board of Water and Sewer Commissioners

By: _____
Christine H. Burke, Commissioner

By: _____
James Morin, Commissioner

By: _____
Robert Burns, Commissioner

TOWN OF MENDON:

By its Board of Water Commissioners

By: Allan Kent
Allan Kent, Commissioner

By: Dean D'Alissandro
Dean D'Alissandro, Commissioner

By: Kevin Rudden
Kevin Rudden, Commissioner