

AMENDMENT

TO

AGREEMENT

AGREEMENT made this 18th day of December, 1985, by and between Augusta Sanitary District, a quasi-municipal corporation organized under the laws of the State of Maine (hereinafter referred to as "District") and Hallowell Water District, Manchester Sanitary District, Monmouth Sanitary District and Winthrop Water District, all being quasi-municipal corporations organized under the laws of the State of Maine (hereinafter referred to together as "Participants"), and Carleton Woolen Mills, Inc., a corporation organized under the laws of the State of Maine with a principal place of business in Winthrop, County of Kennebec and State of Maine (hereinafter referred to as "Company").

WHEREAS, District, Participants and Company entered into an Agreement on August 21, 1979 regarding the Winthrop to Augusta intercommunity trunkline sewer; and

WHEREAS, Company has requested a reallocation of the proportional shares of the design capacity of said trunkline as described in Article III, Paragraph 3.1 of said Agreement; and

WHEREAS, Winthrop Water District is willing to transfer a portion of its reserved capacity to Company; and

WHEREAS, subsequent to the execution of said AGREEMENT, certain eligible construction costs which were originally to be paid by Participants and Company as their share of the construction costs were funded from federal and state resources; and

WHEREAS, as a result of the supplemental federal and state funding, Manchester Sanitary District and Winthrop Water District were fully funded as to their allocated share of eligible, unfunded costs (local share); and

WHEREAS, the parties hereto desire to amend said AGREEMENT to reflect the distribution of the payment of said unfunded eligible costs (local share) and the effect of the reallocation of design capacity from Winthrop Water District to Company upon the proportionate shares of non-eligible capital costs and unfunded eligible costs (local share).

NOW, THEREFORE, in consideration of the following covenants mutually given, the parties hereto covenant and agree as follows, to-wit:

1. The first WHEREAS clause is amended to read as follows:

WHEREAS, District, Participants, and Company will participate in a Winthrop to Augusta intercommunity trunkline sewer constructed and operated for the benefit of Participants under the provisions of Chapter 49 of the Private and Special Laws of 1969 and Chapter 197 of the Private and Special Laws of 1974, said sewer project being designated Project No. C230206 03; and

2. Article III, Paragraph 3.1, is amended to read as follows:

3.1 Said Participants and Company shall pay said District their proportionate shares of the capital cost of the project not eligible for federal and state funding and interest costs previously or hereafter incurred, the respective shares being based on the proportional part of the total design capacity of 2.57 million gallons per day reserved for their use as follows:

Carleton Woolen Mills, Inc.	31.2%
Hallowell Water District	2.0%
Manchester Sanitary District	14.3%
Monmouth Sanitary District	18.3%
Winthrop Water District	34.2%

3. Article III is further amended by adding a new Paragraph 3.2, which is as follows:

3.2. Said Participants and Company shall pay said District their proportionate shares of the capital cost of the project eligible for federal and state funding but not funded (local share) and interest costs previously or hereafter incurred, the respective shares being based on the ratio that the proportionate shares of Participants and Company required to pay unfunded eligible costs bear to each other as follows:

Carleton Woolen Mills, Inc.	60.6%
Hallowell Water District	3.8%
Manchester Sanitary District	0.0%
Monmouth Sanitary District	35.6%
Winthrop Water District	0.0%

4. Article III is further amended by adding a new Paragraph 3.3, which is as follows:

3.3. The respective shares as defined in Paragraphs 3.1 and 3.2 above will be combined for billing purposes, resulting in the following percentages to be used in allocating the capital construction costs that Company and Participants are required to pay:

Carleton Woolen Mills, Inc.	52.4%
Hallowell Water District	3.4%
Manchester Sanitary District	4.0%
Monmouth Sanitary District	30.7%
Winthrop Water District	9.5%

5. The present Paragraphs 3.2 and 3.3 of Article III are renumbered to be 3.4 and 3.5.

6. These Amendments are effective January 1, 1986.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above mentioned.

WITNESSED BY:

Robert M. Shale  
Robert M. Shale  
Robert M. Shale

WITNESSED BY:

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Robert M. Shale  
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Robert M. Shale

AUGUSTA SANITARY DISTRICT

By: John H. Brown  
William H. ...  
James T. ...

CARLETON WOOLEN MILLS, INC.

By: J. D. Lucas  
 Its duly authorized officer

HALLOWELL WATER DISTRICT

By: Kenneth J. ...  
Bernice M. ...  
Yvonne M. ...  
Frederick ...  
Ralph S. ...

MANCHESTER SANITARY DISTRICT

By: Stephen W. ...  
Terence R. ...  
Edward R. ...  
Robert K. ...  
Susan Jewett ...

WITNESSED BY:

Arthur Shale  
Arthur Shale  
Arthur Shale  
Arthur Shale  
Arthur Shale

MONMOUTH SANITARY DISTRICT

By: Robert M. Walker  
Paul H. Ruppert for  
Samuel D. Hill  
Frank A. ...  
Robert E. ...

WITNESSED BY:

Rodney H. Lumber  
Rodney H. Lumber  
Rodney H. Lumber

WINTHROP WATER DISTRICT

By: J. O. ...  
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