

## AMENDING AGREEMENT – MUNICIPAL OPERATING AGREEMENT

### BETWEEN:

**THE CITY OF SAINT JOHN**, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick (the “Corporation”), and

**ENBRIDGE GAS NEW BRUNSWICK INC.**, a corporation incorporated under the laws of Canada (the “Gas Company”)

**WHEREAS** the Corporation and the Gas Company entered into a Municipal Operating Agreement (the “Agreement”) with a twenty (20) year term that commenced on August 31<sup>st</sup>, 1999; and

**WHEREAS** the Agreement is attached hereto as Schedule “A”; and

**WHEREAS** it is necessary to amend Article IV(1)(b) of the Agreement to accommodate a request from the Gas Company respecting the form of annual guarantee that it is to provide to the Corporation;

**NOW, THEREFORE**, the parties do hereby, and for good and valuable consideration, covenant and agree as follows:

1. Article IV(1)(b) of the Contract is hereby amended by deleting the existing provision and replacing it with the following:

Unless otherwise agreed by the parties, as guarantee against the cost of restoration of highways to the satisfaction of the Engineer, the Gas Company shall provide (at its option) to the Corporation either:

- (i) an Irrevocable Standby Letter of Credit issued by a Chartered Bank in the amount of CAD\$25,000 (to be replaced and provided annually to the Corporation); or
- (ii) a Certified Cheque issued by a Chartered Bank or a cash deposit in the amount of CAD\$25,000 (to be replenished annually by the Gas Company, if necessary, to ensure an amount of security of CAD\$25,000 is maintained)

((i) or (ii), as applicable hereinafter referred to as the “Guarantee”).

Should the Gas Company fail within a reasonable time to do any work required by Article IV 1.(a), the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay any reasonable account therefor as certified by the Engineer. Should the Gas Company fail to pay such amounts forthwith on demand, the Corporation will draw on the Guarantee to pay the sum demanded (but only to such extent). The Corporation agrees to return the Guarantee to the Gas Company as soon as practicable upon the expiration or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019

### THE CITY OF SAINT JOHN

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
COMMON CLERK

RESOLUTION DATE:

### ENBRIDGE GAS NEW BRUNSWICK INC.

By: \_\_\_\_\_  
PRESIDENT

COUNTY OF SAINT JOHN

5. That the said signature was subscribed to the foregoing Amending Agreement and the corporate seal affixed thereto for the purpose of execution on behalf of the Enbridge Gas New Brunswick Inc.

**SWORN TO BEFORE ME** at the )  
City of Saint John in the County )  
of Saint John and Province of New )  
Brunswick, this \_\_\_\_\_ day of )  
May, 2019. )  
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Commissioner of Oaths )  
Being a Solicitor )