THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 10-184


THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

That the Mayor and Clerk be hereby authorized to execute an agreement between the Corporation of the City of Peterborough, the Corporation of the County of Peterborough, and Peterborough Utilities Inc. in the form attached hereby as Schedule “A” and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 13th day of December, 2010.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
SCHEDULE “A”

GENERATION FACILITY OWNERSHIP AND OPERATION AMENDING AGREEMENT
(Peterborough County/City Waste Management Facility)

THIS AGREEMENT made this ___ day of November 2010.

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(hereinafter called the “City”)

and

THE CORPORATION OF THE COUNTY OF PETERBOROUGH
(hereinafter called the “County”)

and

PETERBOROUGH UTILITIES INC.
(hereinafter called "PUI")

WHEREAS the City, County and PUI (hereinafter called the "Parties") entered into a Generation Facility and Operation Agreement dated the 26th day of March, 2009, (hereinafter called the "Agreement");

AND WHEREAS the parties amended the Agreement on 17 November 2009;

AND WHEREAS the Parties now wish to amend the Agreement as follows;

NOW THEREFORE, in consideration of the agreements herein expressed and other good and valuable consideration, the receipt and sufficiency of such consideration being acknowledged by each Party to each other Party, the Parties agree as follows:

1. Article 3.02 is deleted in its entirety and the, following is substituted in its place:

"3.02 Conditions Precedent: The obligation of each Party to perform its covenants under this Agreement are subject to each Party being satisfied on or before December 31, 2011 that:

(i) the total amount of the Capital Costs for PUI to construct the Gas Utilization System and its share of the Gas Collection System are acceptable;

(ii) the Project has or will be eligible to enter into a RESOP Contract with the Contracting Authority pursuant to the RESOP;

(iii) the Project has or will be capable of connecting to a local distribution system;

(iv) there is a Route acceptable to all Parties, acting reasonably; and

(v) acceptable zoning, site plan and other Permits for the Project have been obtained.

In the event that either Party is not satisfied as to the matters specified in this Section it may by Notice to the other Party received on or before December 31, 2011 terminate this Agreement and in such event the Parties shall have no further obligation to each other in respect of the Project."
2. All of other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto.

SIGNED SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF PETERBOROUGH

Daryl Bennett, Mayor

Nancy Wright-Laking, City Clerk

THE CORPORATION OF THE COUNTY OF PETERBOROUGH

J. Murray Jones, Warden

Sally Saunders, County Clerk

PETERBOROUGH UTILITIES INC.

Larry Doran, President & CEO

John Wynsma, VP Generation & Retail Sales