

Memorandum of Understanding

THE TOWN OF AMHERST

(Hereinafter referred to as “the Town”)

AND

HERITAGE GAS LIMITED

(Hereinafter referred to as “Heritage”)

WHEREAS the Town and Heritage have signed a five-year Municipal Access Operating Agreement;

AND WHEREAS Section 6.2 of the above-mentioned agreement indicates that “Heritage is responsible to restore Streets in accordance with the Town’s policies, applicable to Heritage’s operations, as amended from time to time”;

AND WHEREAS the Town annually enters into a contract with an asphalt paving company for asphalt patching repair within Town Streets;

AND WHEREAS both parties agree that it is more efficient to have Heritage street service cuts repaired under the above-mentioned contract;

THEREFORE it is agreed that:

1. The Town will coordinate the street restoration required of Heritage under Section 6.2 of the Municipal Access Operating Agreement, through the Town’s contract for asphalt patching;
2. Heritage will pay the cost of the street repair as determined by the contract for asphalt patching, plus an administrative fee of 15%;
3. The Town will provide to Heritage the annual asphalt patching contract pricing within 30 days of the tender award, and Heritage will have 30 days to confirm their intent to continue with this memorandum of understanding for that construction season;
4. All other terms of the Municipal Access Operating Agreement remain in effect;
5. This memorandum of understanding is in effect for the length of the Municipal Access Operating Agreement signed by both parties (December 31, 2021).
6. Either party may terminate this memorandum of understanding by providing 3 months written notice to the other party.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding by their duly authorized officers this _____ day of _____, 2018.

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HERITAGE GAS LIMITED