

SIXTH AMENDMENT TO THE AGREEMENT ON PERMITTING AND MITIGATION

An AGREEMENT ON PERMITTING AND MITIGATION (the "Agreement") was entered into on April 17, 2008 by and between Algonquin Gas Transmission, LLC, a limited liability company organized under the laws of Delaware (hereinafter referred to as "Algonquin"), and the City of Somerville (the "City"), acting through its Mayor, Joseph A. Curtatone ("Mayor"), (collectively, the "Parties"). Said Agreement has been amended five previous times (the "Amended Agreements").

WHEREAS, Algonquin and the City intend to resolve and address all remaining issues, matters and points of contention, dispute or disagreement, of whatever nature, related to Algonquin's J-2 Loop Project (the "Project"); and

WHEREAS, the Parties wish to amend the Agreement and the Amended Agreements for the limited purpose of providing for the above and in all other respects said Agreement and Amended Agreements shall remain in full force and affect between the Parties with respect to the Project.

NOW, THEREFORE, the Parties agree as follows:

1. All capitalized terms used in this Sixth Amendment that are not defined shall have the meaning given to them in the Agreement and the Amended Agreements.
2. The following shall be added to the Agreement: Within fifteen days of the execution of this Sixth Amendment by the Parties, Algonquin shall make a payment of Three hundred and seventy-five thousand dollars (\$375,000.00) to the City; subject to the Board of Aldermen's acceptance of said funds for the purpose of depositing said funds in a stabilization account and the Board of Aldermen's creation of said stabilization account

for the purposes set forth in the Agreement and the Amended Agreements, and/or any and all other revenue obligations required by law. Algonquin and the City also acknowledge that Algonquin has fulfilled its obligation to plant four (4) trees along Pearl Street, two of which are planted in concrete containers and positioned on the sidewalk in front of the Gilman Square Apartments on Pearl Street, and two of which are planted in the grass area near the corner of Pearl Street and Medford Street.

3. The City acknowledges and agrees that Algonquin's obligations as listed in Paragraph 2 constitute the full and complete extent of Algonquin's remaining obligations to the City related to the construction and commissioning of the Project, in total, and that all outstanding and remaining issues, matters and points of contention or disagreement associated with the Project, of whatever nature as relates to the construction and commissioning of the Project, now and in the future, are hereby resolved and settled in full and to the complete satisfaction of the City.
4. The City will use said \$375,000.00 within a reasonable time hereafter to perform street, sidewalk, and other infrastructure work related to the Project in the City, either directly or through its contractor(s), work associated with the sewer lines, or the areas immediately surrounding said sewer lines, that are located adjacent to the Project's pipeline; provided however that if the City can complete such work using other funds accessible to the City (i.e., state funding, federal funding and/or water and sewer enterprise funds), the City shall be allowed to use any and all funds received from Algonquin to complete any other street, sidewalk, infrastructure and related public way projects in the City either directly or through its contractor(s).

5. Each of the persons signing this Agreement represents and warrants that they are duly authorized to sign this Agreement. This Agreement may be executed in multiple counterparts with the same effect as if all signing Parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

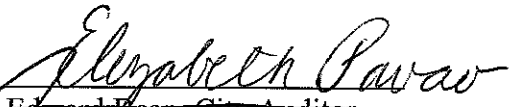
IN WITNESS WHEREOF, the City of Somerville and Algonquin Gas Transmission, LLC have executed this Agreement as of the 29 day of July, 2010.

CITY OF SOMERVILLE

ALGONQUIN GAS TRANSMISSION, LLC

I hereby certify that there is an unencumbered balance of \$ NA available for this contract and furthermore that this sum is hereby encumbered against the appropriate account for the purpose of this Contract. Further, I certify that as funds become available, I will encumber additional amounts of money as are required under this Contract.

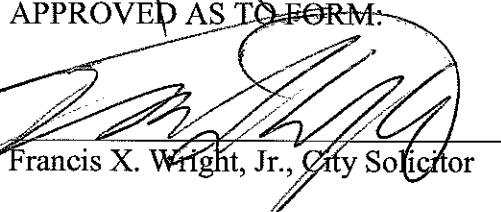



~~Edward Bean, City Auditor~~
Elizabeth Pawao, Deputy City Auditor


Joseph A. Curtatone
Mayor


Stan Koty
Commissioner, Public Works

APPROVED AS TO FORM:


Francis X. Wright, Jr., City Solicitor